

Bolt Food Critics Campaign Terms & Conditions

Date: March 2024

Definitions

Bolt: Bolt Operations OÜ, address Vana-Lõuna tn 15, 10134 Tallinn, Estonia, registry code 14532901 who is the organizer of the Campaign.

Bolt Food App: app which enables it's registered user to use Bolt Food Platform to order goods from restaurants displayed on the Bolt Food Platform.

Bolt Food Critic: the Participant who has been chosen out according to the § 3 of these Terms and who is eligible to Prize.

Campaign: campaign named Bolt Food Critics Campaign which calls out Bolt Food App users to become food reviewers of restaurants displayed on Bolt Food Platform and sharing their experience regarding these orders on their personal Instagram account in return for the Prize.

Order: the order from one of the restaurants that are displayed in the Bolt Food Platform which the Participant (i) has made by using Bolt Food App, and (ii) have been reviewed according to the section 8 of the Terms.

Participant: Bolt Food App user who participates in the Campaign by following all the conditions stated in these Terms, especially under section 8, and who will be included in the pool of Participants.

Pool of Participants: means Participants who comply with all the Terms of the Campaign and amongst whom Bolt Food Critics will be chosen.

Review: an assessment posted on Instagram (post/story) about Order in a form chosen by the Participant that may include texts, pictures, videos etc.

Prize: The reward will be 50"Panasonic 4k LED Smart TV. Bolt reserves the right to decide the exact time when the Prize will be made available to the Bolt Food Critic.

Terms: terms and conditions of the Campaign according to which the Campaign is conducted.

§ 1 General

1. The Campaign will be held in Malta at the specified start and end date 06/03/2024 till 20/03/2024 (inclusive) (**Term of the Campaign**).
2. All Bolt Food App users who have a personal Bolt Food App account, who comply with Bolt's Terms and Conditions for Clients available at <https://bolt.eu/en-mt/legal/?category=delivery> are eligible to take part in the Campaign.
3. Rules applicable to the Campaign are stated herein (Terms). Bolt reserves the right to change Prize amounts, applicable Terms and terminate the Campaign at any time without notice. Any decision, change, or amendment made to these Terms, are final and binding to the Participants, including Bolt Food Critics.
4. By participating in the Campaign the Participant will agree to these Terms of the Campaign. Participating in the Campaign means any action taken with the purpose of becoming a Participant, including reviewing the Order and/or tagging @boltfood_malta on your social media post, even if all the conditions for becoming the Participant in the meaning of these Terms are not fulfilled.
5. For further information on the Campaign, please contact malta@bolt.eu.
6. Any complaints regarding the Campaign should be sent to malta@bolt.eu. Bolt will respond to complaints within 10 working days.
7. All disputes related to the Campaign will be settled in Malta in accordance with the laws of Malta.

§ 2 Participation in the Campaign

8. To participate in the Campaign:
 - 8.1. Participant must be the Bolt Food App user;

8.2. Participant has to:

8.2.1. personally make at least one Order on Bolt Food App from some restaurant available on the Bolt Food Platform. By that it is meant that the Participant has a personal account on the Bolt Food App and Order has been done under the Participant's Bolt Food App account and that Order has been paid by the Participant not by some third party. The Participant can choose a restaurant from which Order is done freely.

8.2.2. Review the Order on Participant's personal and publicly available Instagram account by posting a story or making a separate post and tagging @boltfood_malta. The exact form and content of the post or story is freely chosen by the Participant subject to compliance with Instagram publication rules.

8.3. Participant can pay for the Order in cash (if applicable), by a card payment or by other payment methods which are available in Bolt Food App. For the avoidance of doubt, the Order must be completed (not canceled or similar) to participate in the Campaign.

8.4. the number of Orders per Participant is not limited. Every time a Participant completes the Order and Reviews it in accordance with these Terms (see section 8.2.2), they will be included in the pool of Participants as a separate entry.

8.5. Order has to be made during the Term of the Campaign. Orders which are made before or after the Term of the Campaign do not qualify as an Order under these Terms.

8.6. Employees of Bolt and companies belonging to the same group as Bolt, as well as their immediate family members, are not eligible to take part in the Campaign. If Bolt becomes aware of an affiliation or relation after the Prize is awarded, Bolt reserves the right to reverse the Prize.

§ 3 Identifying the Bolt Food Critics and the Prize

9. Bolt will choose 1 Bolt Food Critic from the Participants' Pool with the most original review.
10. A Bolt Food Critic is eligible for one Prize within the Campaign; winning a Prize excludes the Bolt Food Critic from the Participant's Pool.
11. After the Participant has been chosen as a Bolt Food Critic, Bolt will contact the Bolt Food Critic non-publicly, through the Instagram or some other social media platform direct message where the Bolt Food Critic shared their review about the Order (see section 8), to collect Bolt Food Critic's phone number and/or Order number in order to give out the Prize. Bolt has the right to collect any additional information from the Bolt Food Critic if this is needed in order to give out the Prize.
12. The Prize must be claimed by the Bolt Food Critic within 5 business days. This means that Bolt Food Critic must submit information asked by Bolt under the section 12 of these Terms. If the Bolt Food Critic cannot be reached within 5 business days (i.e. Bolt cannot confirm necessary information with the Bolt Food Critic to give out the Prize), Bolt has a right to pick a new Bolt Food Critic in accordance with these Terms.
13. The Prize is not replaceable or exchangeable in any way.
14. The Prize is tied to a Participant and can be applied to only one account at the time. The Prize cannot be transferred to another Participant or third person.
15. Regardless of the number of Reviews Bolt Food Critic is making, Bolt Food Critic is eligible for the Prize only once during the Campaign and the Prize value and content will remain the same for all Bolt Food Critics in the respective country where the Campaign is held.
16. The Prize will be gross of any income taxes, charges and other similar levies. The Bolt Food Critic shall be liable for reporting and paying personal income taxes and other similar taxes relating to receiving the Prize, as applicable.
17. Regardless of the fulfillment of the conditions described in section 8 of these Terms, if the

Participant:

17.1. violates the Bolt's Terms and Conditions for Clients which the Participant accepted upon registration of his/hers Bolt Food App account resulting in their account being permanently blocked (i.e termination of Bolt's Terms and Conditions for Clients) during the Term of the Campaign or after the Term of the Campaign, but before Prize is handed over to the Bolt Food Critic under these Terms, or

17.2. fail to comply with the Campaign Terms, or

17.3. use Campaign for fraudulent activities (latter will be decided on Bolt's discretion),
the Participant will lose eligibility for the Prize payable under these Terms.

18. By participating in the Campaign, the Participant confirms that he/she has read and agrees to current Terms. Bolt is not responsible for any faults caused by a Participant or by any third party which prevents the Participant from participating in the Campaign or receiving the Prize.

§ 4 Privacy

19. By participating in the Campaign, Bolt processes your personal data ("**Data**" or "**personal data**") that includes:

19.1. **Application and Selection Process:** your Instagram account nickname and responses to the question regarding your motives of participation in the Campaign. This Data is used for the purposes of selecting the Participants' pool.

19.2. **Campaign:** your Instagram account nickname and review of the Order in the form of a story or a separate post, which may include your face, voice, personal story, or details shared in the post. This content, referred to as a "Review", will be evaluated by Bolt for the purpose of defining the Bolt Food Critic. Bolt will not store these Reviews in its systems, except for Reviews of Bolt Food Critic.

19.3. **Bolt Food Critic:** We will collect and otherwise process Bolt Food Critic's phone number and Order number for the purpose of providing a Prize. Bolt will also announce the Bolt Food Critic's Instagram nickname and Review [on Instagram \(@bolt_malta\)](#) conditioned upon the Bolt Food Critic giving their consent to this processing activity separately to Bolt.

20. Bolt processes this Data to fulfill the Terms of the Campaign and to pursue its legitimate interests, pursuant to Article 6 (1) (b) and (f) of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

21. Bolt may share your Data with other entities within Bolt group, providers of online cloud storage services and other essential IT services. Bolt may also be obliged to share your personal data with public authorities authorized to process personal data. Where Bolt shares Data with its suppliers located outside of the EU or EEA or the UK, such transfer of personal data will take place only upon appropriate legal basis, and Bolt will take appropriate protective measures such as standard contractual clauses or the adequacy decision issued by the European Commission.

22. The Data is acquired directly from you or via the dedicated form completed by you (if applicable).

23. You have a right to request access to and rectification or erasure of personal data or restriction of processing of personal data or to object to processing as well as the right to data portability. Where your Data is processed on the basis of a consent, you have a right to withdraw it at any time, without affecting the lawfulness of processing based on consent before its withdrawal. In case of any unresolved privacy concerns, you have the right to complain to a data protection authority.

24. For any queries related to Bolt's processing practices, you may contact Bolt by post at Bolt Operations OÜ, Vana-Lõuna tn 15, Tallinn 10135. You may contact Bolt's Data Protection Officer electronically at privacy@bolt.eu.
25. Your personal data collected for the purposes specified above will be kept by Bolt within three months once the Campaign is finished and then appropriately deleted from Bolt's systems if Bolt does not have another purpose and legal basis to process your personal data.
26. For a detailed overview of how we process your Data when using the Bolt Food Platform (including the Bolt Food App), please refer to our Privacy Policy at [this link](#).

§ 5 Intellectual Property

27. The Participant confirms that he/she is the author of the Review or has all necessary permissions in respect of third party materials if any are used in the Review. The Participant shall indemnify Bolt in connection with any claim for actual or alleged infringement of any third party's Intellectual Property Rights arising out of, or in connection with the Review.
28. By participation in the Campaign the Participant gives Bolt an irrevocable, non-exclusive, worldwide, sublicensable, royalty-free license to use, repost the Review at Bolt's sole discretion without Bolt providing reference to the author (although Bolt aims to reference the Participant if possible), and on any platforms (such as but not limited to on Bolt's official website, social media channels) without any compensation from Bolt to the Participant.
29. The Participant agrees that Bolt may reproduce, exploit, modify, alter, edit, adapt, add other author's works, create derivative works, display, publicly perform, exhibit, transmit, digitize, broadcast, otherwise use, and permit others to use the Review. The license is valid for the entire duration of the respective rights.
30. In case of being chosen as a Bolt Food Critic the Prize described in these Terms represents the entire compensation and the Participant hereby waives all its current and future rights and claims to demand any additional income, compensation or other payment in connection with the performance of his/her obligations under the Terms, including the license to use the Review.