



## **TERMS AND CONDITIONS OF THE COMPETITION**

### **"The Most Faithful Courier"**

Yango Delivery FZ-LLC, whose registered office is located in 101-Sub 1, First floor, Bld. 4, Dubai Internet City, Emirate of Dubai, the UAE ("Hereinafter referred to as the "Organizer"), organizes a contest called "The Most Faithful Courier" according to the following modalities:

#### **ARTICLE 1: OBJECTIVE**

The "Most Faithful Courier" competition is designed to honor and reward the dedicated efforts of Yango Partners' couriers in Zambia.

#### **ARTICLE 2: DURATION**

The contest "The Most Faithful Courier" will take place over the period from 1<sup>st</sup> March to 31<sup>st</sup> March 2025 inclusive.

The Organizer reserves the right to postpone or extend the launch date or the duration of the competition by notifying the public concerned in advance. Under no circumstances may the Organizer be held liable in this respect and, as a result, no compensation may be claimed by participants.

#### **ARTICLE 3: CONDITIONS OF PARTICIPATION**

The Contest is open to any courier validly registered on the Yango Pro mobile application who meets the following conditions as a natural person:

- Meet the legal age requirement for Zambia
- Be legally resident in Zambia
- Be registered for the Yango Pro app
- Have a valid Zambian driver's license
- To work at least 40 hours on planned slots per every week during the contest

#### **ARTICLE 4 - CONDUCT OF THE CONTEST – DETERMINATION OF THE WINNER**

The competition will take place exclusively online, via the data collected on the Yango Pro application regularly used by Yango Partners' couriers. Four parameters will be taken into account to determine the winners.

To know more:

- The number of deliveries made (Deliveries)
- Hours actively connected to the App on planned slots (Supply hours)

The winner of the competition is the courier who completed the largest number of orders during the competition. If several Partners' couriers have the same number of points, the one with more Supply hours will rank higher. Couriers who have worked less than 40 hours in scheduled slots per week will be eliminated from the competition.

Points are awarded weekly, from Monday at 00:00 to Sunday at 23:59. The statistics each courier accumulates during the week will determine the points awarded.

Each participant in the contest will be able to view their individual performance directly on their accounts via the Yango Pro application. Moreover, the names of couriers with the highest score will be published on the TG chat (@yango\_lusaka)

#### **ARTICLE 5: PRIZES**

Only the top 3 participants, in accordance with the above conditions, will be awarded prizes.

The first 3 winners of the competition will each receive:

- First place: Infinix hot50i smartphone, promocode to YANGO food for 1,000 kwacha and Power bank.
- Second and third place: Promocode to YANGO FOOD for 500 kwacha and Power bank.

#### **ARTICLE 6: RIGHT TO ONE'S IMAGE**

By accepting the prize, the winner authorizes the organizer to use his surname, first name and photographs in any promotional event related to this contest without this use giving rise to any consideration other than the prize won.

#### **ARTICLE 7: INTELLECTUAL PROPERTY**

The reproduction, representation or exploitation of all or part of the elements composing the contest, including these rules, are strictly prohibited. All trademarks, logos, texts, images, videos and other distinctive signs reproduced on the site as well as on the sites to which it allows access via hypertext links, are the exclusive property of their owners and are protected as such by the legal provisions in force.

#### **ARTICLE 8: LIMITATION OF LIABILITY**

Participation in the 'Most Faithful Courier' competition requires the use of the Internet and the Yango Pro application. The Yango Pro application is provided by a separate entity, which will make its best efforts to ensure the functionality, security, and integrity of the data and documents transmitted through the application. However, participants acknowledge and accept the technical limitations inherent in this medium.

The Organizer and the entity providing the Yango Pro application, each separately, do not assume any liability for:

- Any interruptions or malfunctions of the Internet or the application infrastructure that may affect the operation of the competition;
- Loss or corruption of data;
- Routing problems;
- Impacts of any viruses, bugs, or other technical disruptions that could affect the competition;
- Failures of any hardware, software, or other technology that may prevent participation or affect the outcome of the competition.

#### **ARTICLE 9: ANTI-FRAUD MEASURES AND CONSEQUENCES OF MISCONDUCT**

The Organizer reserves the right to cancel or amend any aspect of the competition if evidence of fraud, tampering, or the use of unauthorized or artificial means to influence the competition is discovered. The Organizer shall not award prizes to any participant found to be involved in such activities and may take further legal action against such participants.

In the event of a disruption resulting from fraudulent activities or the use of unauthorized methods, the Organizer reserves the right to adjust, postpone, cancel, or modify the competition or results thereof. The Organizer may also report



suspected fraudulent activities to relevant authorities and pursue legal action against individuals involved in such misconduct.

#### **ARTICLE 10: PERSONAL DATA**

For the purpose of organizing and conducting the contest, the personal data of couriers collected via Yango Pro will be processed by the Organizer.

The Organizer will process the personal data of couriers based on these Terms and Conditions for the purposes of conducting the contest, determining winners, and distributing prizes.

Any participant may request that any personal data concerning them, which is inaccurate, incomplete, ambiguous, out-of-date, or the collection, use, communication, or storage of which is prohibited, be rectified, completed, updated, blocked, or deleted.

The Organizer undertakes to comply with and enforce all obligations resulting from the application of any applicable legislation relating to the protection of personal data, and in particular, the provisions of the Zambia Data Protection Act, 2021.

#### **ARTICLE 10: APPLICABLE LAW – DISPUTES**

5.1. These Terms shall be governed by and construed in accordance with law of the UAE, without regard to its conflict of law provisions.

5.2. Any disputes arising out or in connection with these Terms shall be decided by the competent court in the UAE, unless mandatory conflict of laws provisions provide otherwise.

Done at Lusaka this 29<sup>th</sup> day of January 2025.

