

## Terms and Conditions for ZA x Uber Relief Program (“Relief Program”), applicable to Uber Driver-Partners only

The Relief Program is managed and operated by ZATI through one of its subsidiaries, ZA Care Limited (“ZA Care”). ZATI and ZA Care shall collectively be referred to as “we”, “us” or “our”.

### **Applicable period**

1. The Relief Program commences from 11 April 2022 to 11 July 2022 (both days inclusive) or the available Fund of up to Hong Kong Dollars eight million (HK\$8,000,000) is exhausted, whichever is earlier (“Applicable Period”).

### **Eligibility**

2. The Relief Program is applicable to driver-partners of the Uber platform who satisfy all the requirements in sections 2(a) to 2 (f) below (“Relief Program Eligible Persons”):
  - (a) be an active driver-partner on the Uber platform who has completed at least one trip on the Uber App between 1 February 2022 and 11 April 2022;
  - (b) have a valid bank account with ZA Bank (business name of ZA Bank Limited) (“ZA Bank Account”);
  - (c) receive a positive Covid-19 polymerase chain test (“PCR Test”) result, validly issued by a HKSAR Government approved laboratory or the Department of Health of the HKSAR Government and dated within the Applicable Period;
  - (d) subject to a compulsory quarantine order issued by the Centre for Health Protection dated within the Applicable Period and have been under confinement or is confining at a hospital\*, Community Isolation Facilities\*\*, or serving quarantine at home in the HKSAR.
  - (e) Relief Program Eligible Persons shall receive a one-off cash benefit of HK\$2,000 (“Cash Benefit”) during the Applicable Period. For the avoidance of doubt, each Relief Program Eligible Person is only entitled to claim the Cash Benefit once during the Applicable Period.
  - (f) if a Relief Program Eligible Person is also eligible for benefit under other COVID-19 related schemes offered by ZA Care (“ZA Schemes”), and makes claims for both the Payout and the benefit under other ZA Schemes, he shall only be entitled to receive the higher amount between the Payout or the entitlement under other ZA Schemes
    - a. \*Hospital definitions – shall mean an establishment duly constituted and registered as a hospital under the laws of the relevant territory in which it is established, which is for providing Medical Service for sick and injured persons as inpatient, and which -
      - b. has facilities for diagnosis and major operations ;
      - c. provides twenty-four(24)hours nursing services by licensed or registered nurse;
      - d. has one(1) or more Registered Medical Practitioners; and
      - e. is not primarily a clinic, place for alcoholics or drug addicts, a nature care clinic, a health hydro, a nursing, rest or convalescent home, a hospice or palliative care centre, a rehabilitation centre, and elderly home or similar establishment
    - f. \*\*Community Isolation Facilities definitions – shall mean an isolation place assigned by HKSAR, please refer to the updated list of Community Isolation Facilities at [https://www.coronavirus.gov.hk/pdf/Community\\_Isolation\\_Facilities.pdf](https://www.coronavirus.gov.hk/pdf/Community_Isolation_Facilities.pdf)
3. The fund under the Relief Program (“Fund”) is available for application by any Relief Program Eligible Persons and on a first-come, first-serve basis until the end of the Applicable Period .
4. No Cash Benefit will be paid if the driver-partner of the Uber platform does not satisfy the eligibility criteria above, for example, if the driver-partner receives a positive PCR Test before the start of or after the end of the Applicable Period;
5. We may suspend, terminate, modify or extend the Relief Program, and/or the Applicable Period and/or the Terms and Conditions, without any prior notice and/or correspondence in this regard.
6. In case of any ambiguity, doubts or dispute arising out of or under any of these Terms and Conditions or any communications (whether written or oral), our decision shall be final and conclusive without assigning any reasons whatsoever.

## **Submission of Claims**

1. In making an application for Cash Benefit under the Relief Program, the following supporting documents must be submitted by an applicant (“Applicant”) within [30] days from the date of the Applicant’s receipt of a valid positive PCR test result:
  - copy of the Applicant’s Hong Kong Identity Card (“HKID”);
  - the Applicant’s phone number as registered on the Uber platform;
  - proof of a positive PCR Test dated within the Applicable Period, validly issued by a HKSAR Government approved laboratory or the Department of Health of the HKSAR Government, such as a screenshot of a SMS message from the Hong Kong Government showing the first three digit of the Applicant’s HKID number;
  - copy of a written notice for compulsory quarantine dated within the Applicable Period issued by the Centre for Health Protection to the Applicant (applicable for home quarantine or designated community quarantine centre), which is also known as the Isolation Order;
  - A screenshot of the Applicant’s driver partner profile from the Uber Driver App;
  - The ZA Bank unique invitation code provided to the Applicant through email or Uber in-app message; and
  - Copy/copies of the Applicant’s valid ZA Bank account proof/bank statement during the Applicable Period

This information will be used by ZA Care for purposes of determining your eligibility and for administering the Relief Program as described herein.

2. Any application should be made to us by sending an email to nCoV.aid@za.group with the title “ZA Uber Relief Program Application”. Upon receiving an application, we may contact the Applicant for more information or verification or fraud prevention purposes, including further documents which may facilitate our review of the application.
3. Subject to complete documentation and information being submitted by the Applicant, we will notify the Applicant on the outcome of claim upon completing verification of such document and information.
4. In case of a successful claim, we will credit the Cash Benefit of HK\$2,000 into the ZA Bank account of the Applicant within 7 days based on account details.
5. All applications shall be decided at our discretion. In the event of ambiguity, doubts or dispute arising out of an application, our decision shall be final and conclusive without assigning any reason whatsoever.

## **Others**

1. If any of these terms and conditions are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such terms or conditions will, to that extent, be severed from the remaining terms and conditions which will continue to be valid to the fullest extent permitted by law.
2. By submitting an application, the Applicant acknowledges that he or she has not relied on any representation, undertaking or promise given by us, or be implied from any communications (whether written or oral) made by us prior to such application except as expressly stated in these terms and conditions
3. We shall not be liable in contract, tort (including without limitation negligence or breach of statutory duty), misrepresentation (excluding fraudulent misrepresentation) or otherwise arising in connection with the performance or contemplated performance of our respective obligations

hereunder, for any third party claims or any indirect or consequential loss or damage.

4. We do not warrant that the functions contained in our sites or the content will be uninterrupted or error-free, that defects will be corrected, or that the Sites or our servers are free of viruses or other harmful components.
5. We shall not be liable for malfunctions to communications facilities not under our control that may affect the accuracy or timeliness of communications or application a person sends. We have a right to delay or refuse to respond to any communication or application if we are aware of any actual or suspected breach of security or if we determine in our sole discretion that there are other suspicious circumstances relating to the use of any of the Sites.
6. The information, materials and graphics available on the Sites may be incomplete, out of date or incorrect and may be subject to change without notice.
7. Any information transmitted through the Sites shall be handled in accordance with the Personal Data (Privacy) Ordinance (Cap. 486). For further information, please see ZA Care's [Privacy Policy and Personal Information Collection Statement](#).
8. These Terms and Conditions are governed by and will be construed in accordance with the laws of the HKSAR and the parties submit to the jurisdiction of the courts of the HKSAR.
9. We have the right to revise and amend any of these terms and conditions from time to time without prior notice and/or correspondence in this regard. The Applicant will be subject to these terms and conditions in force at the time of applying to the Fund.
10. In case of inconsistencies between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.