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SUMMARY OF COMMISSION DECISION

of 2 June 2025

relating to a proceeding under Article 101 of the Treaty on the Functioning of the European Union and Article 53 of the EEA Agreement

(Case AT.40795 – Food Delivery Services)

(notified under document number C(2025)3304 final)

(Only the English version is authentic)

(Text with EEA relevance)

(C/2025/4690)

On 2 June 2025, the Commission adopted a decision relating to a proceeding under Article 101 of the Treaty on the Functioning of the European Union (hereafter, 'Treaty') and Article 53 of the EEA agreement (hereafter, 'EEA Agreement'). In accordance with the provisions of Article 30 of Council Regulation (EC) No 1/2003 ([1]), the Commission herewith publishes the names of the parties and the main content of the decision, including any penalties imposed, having regard to the legitimate interest of undertakings in the protection of their business secrets.

1. INTRODUCTION

(1) The Decision relates to a single and continuous infringement of Article 101 of the Treaty and Article 53 of the EEA Agreement including no-poach, the exchange of commercially sensitive information and market sharing in the sector of the online ordering and delivery of meals, groceries and other products in the EEA.

(2) The Decision is addressed to the following legal entities (referred to collectively as 'addressees' or individually as 'addressee': Delivery Hero SE ('Delivery Hero'), and Glovoapp23 SA ('Glovo').

2. CASE DESCRIPTION

2.1. Procedure

(3) The Decision pursuant to Article 7(1) of Regulation (EC) No. 1/2003 concerns an ex officio case triggered by market information received from several sources. The Commission carried out two sets of unannounced inspections. The first inspection took place in June-July 2022 in Berlin (for Delivery Hero) and Barcelona (for Glovo), with a continued inspection in October 2022, and the second in November 2023 at the same premises.

(4) On 22 July 2024 the Commission initiated proceedings against Delivery Hero and Glovo pursuant to Article 2(1) of Commission Regulation (EC) No 773/2004 ([2]) and Article 11(6) of Regulation No 1/2003 and the addressees requested to engage in settlement discussions. Settlement discussions took place from Autumn 2024 to Spring 2025. The addressees then submitted their formal request to settle pursuant to Article 10a(2) of Regulation No 773/2004 (the 'settlement submission').

(5) Later, the Commission adopted a Statement of Objections (the 'SO') addressed to Delivery Hero and Glovo. The addressees replied to the statement of objections by confirming that it reflected the contents of their settlement submissions and that they remained committed to following the settlement procedure.

([1]) Council Regulation (EC) No 1/2003 of 16 December 2002 on the implementation of the rules on competition laid down in Articles 81 and 82 of the Treaty (OJ L 1, 4.1.2003, p. 1, ELI: http://data.europa.eu/eli/reg/2003/1/oj) (hereafter, 'Regulation No 1/2003').

([2]) Commission Regulation (EC) No 773/2004 of 7 April 2004 relating to the conduct of proceedings by the Commission pursuant to Articles 81 and 82 of the EC Treaty (OJ L 123 27.4.2004, p. 18, ELI: http://data.europa.eu/eli/reg/2004/773/oj) (hereafter, 'Regulation No 773/2004').

(6) The Advisory Committee on Restrictive Practices and Dominant Positions issued a favourable opinion on 26 May 2025.

(7) On 26 May 2025 the Hearing Officer issued a final report.

2.2. **Summary of the infringement**

(8) The Decision relates to a single and continuous infringements of Article 101 TFEU and Article 53 of the EEA Agreement, including: (1) an agreement/concerted practice not to poach each others' employees; (2) an agreement/concerted practice to exchange commercially sensitive information; and (3) a market sharing agreement/concerted practice. The cartel covered the whole EEA.

(9) On 17 July 2018, Delivery Hero acquired a minority non-controlling stake in Glovo. This initial investment was followed by additional rounds of non-controlling minority investments between 2018 and 2021. Finally, on 4 July 2022, Delivery Hero announced the acquisition of sole control over Glovo. While a cross-shareholding between competing undertakings is not illegal in itself under EU law, the addressees used the shareholding relationship to enable the conduct under investigation.

(10) From July 2018, the addressees agreed on *de facto* reciprocal no-hire clauses included in their shareholders' agreements concluded in the context of Delivery Hero's non-controlling investments into Glovo. These clauses were limited to key/management employees, had unlimited duration and an EEA-wide scope. The clauses did not meet the requirements to qualify as ancillary restraints. In October 2018 the addressees entered a further broader non-solicitation agreement applicable to all employees with an unlimited duration and an EEA-wide scope. This did not cover riders. Based on the content, objective and economic and legal context, the clauses and the agreement qualify as a restriction of competition by object.

(11) From September 2018 the addressees exchanged commercially sensitive information. The information exchanged concerned key parameters of competition such as current pricing and future pricing intentions, current and future production capacities, current or future commercial strategy, forecasts of future demand and/or sales and cost structure/elements. In the period between December 2018 and December 2019, there were considerably fewer exchanges between Delivery Hero and Glovo caused notably by a divergence of views regarding the geographical development of their activities. The sharing of commercially sensitive information had an EEA-wide scope. This qualifies as a restriction of competition by object.

(12) From January 2020, Glovo aligned with Delivery Hero on the principle to stop competing in the EEA and to share markets, in three main ways. First, the addressees refrained from entering the Member States/Contracting Parties in the EEA where the other addressee was present, and coordinated their conduct in relation to competitors. Second, they coordinated their strategy on entry into the EEA countries where neither of them was yet present. Third, they removed the geographical overlaps between them in the EEA through M&A transactions. This qualifies as a restriction of competition by object.

2.3. **Addressees and duration**

(13) The addressees of the Decision are Delivery Hero and Glovo and are both held liable for the infringement for the duration from 17 July 2018, when Delivery Hero acquired a minority share in Glovo, until July 2022, when Delivery Hero acquired control over Glovo and the two companies merged. However, the cartel evolved over time within this infringement period, starting with a limited no-hire agreement in July 2018, involving illegal information exchanges as from September 2018, a comprehensive non-solicitation agreement from October 2018 and finally expanding in January 2020 to also include market sharing. There were periods of limited cartel activity and lesser intensity between July and September 2018 and between November 2018 and January 2020.

2.4. **Fines**

(14) The Decision applies the 2006 Fines Guidelines ([3]) and imposes fines on all the entities listed under point (13) above.

2.4.1. *Basic amount of the fine*

(15) In setting the fines, the Commission took into account the average of each addressee's direct sales into or within the EEA of online orders and delivery of meals and groceries for the period 2019-2021, the gravity, nature and geographic scope of the infringement, its duration, and an additional amount to deter undertakings from entering into such practices. For the lesser cartel intensity periods only a percentage of the value of sales was used.

2.4.2. *Adjustments to the basic amount*

(16) The Commission did not apply any aggravating or mitigating circumstances or increase for deterrence.

2.4.3. *Application of the 10 % turnover limit*

(17) For Glovo, the basic amount of the fine (before the application of the settlement reduction) exceeded 10 % of its total worldwide turnover in the business year preceding the date of the Decision for which reliable figures were available. The basic amount of the fine for Glovo was therefore capped to that limit. As regards Delivery Hero, the amount of the fine remained below the 10 % turnover limit.

2.4.4. *Application of the Settlement Notice*

(18) As a result of the application of the Settlement Notice, the amount of the fines imposed on the addressees was further reduced by 10 %.

3. **CONCLUSION**

(19) The following fines were imposed pursuant to Article 23(2) of Regulation No 1/2003:

(i) Delivery Hero SE: EUR 223 285 000

(ii) Glovoapp23 SA: EUR 105 732 000.

([3]) Guidelines on the method of setting fines imposed pursuant to Article 23(2)(a) of Regulation (EC) No 1/2003 (OJ C 210, 1.9.2006, p. 2).