



Remarks by Executive Vice-President Ribera on the adoption of a cartel settlement decision against Delivery Hero and Glovo

Brussels, 2 June 2025

Today the Commission has adopted a decision stating that Delivery Hero and Glovo have infringed EU competition rules by participating in a cartel in the online food delivery sector. In this decision, the Commission also fines the companies a total of EUR 329 million.

Both companies, which are well-known brands in this sector, admitted their participation in the cartel and agreed to settle the case.

The importance of this case is that this is the first time that the Commission is fining companies over a "no-poach agreement". These are agreements where the companies agree not to hire or solicit each other's employees.

This is also the first decision that shows how companies can misuse a small stake in a rival company for anti-competitive reasons. And importantly, today's decision shows once again that competition rules matter to citizens' daily life.

These rules matter because they sanction anticompetitive conducts relating to the meals that we order on our apps, and to our online grocery shopping.

These are rules that also matter to citizens as employees. They help us ensure a fair labour market. A market where employers compete for talent and do not collude to limit the number and quality of opportunities for workers.

In other words, this investigation shows that competition rules aren't just about keeping prices down. They also protect our freedom to choose, including where we want to work.

Allow me to tell you a bit more about this case.

In July 2018, Delivery Hero acquired a minority non-controlling stake in Glovo. Over time, that stake grew. Ultimately, the two formed one company when Glovo became a subsidiary of Delivery Hero in July 2022.

The relationship created by the minority stake provided the two companies with a channel to coordinate their operations and strategies.

The investigation showed that the parties' used this channel to align their business strategies and exchange commercially sensitive information.

They exchanged sensitive information beyond what was needed for a corporate investor to protect a financial investment decision.

Of course, owning a stake in a competitor is not illegal in itself. But it may be problematic when that stake is used to gain insight information and influence decisions in ways that can harm competition.

The investigation showed that the cartel included three interlinked illegal practices. All these practices are prohibited under Article 101 of the Treaty.

The first practice is an agreement/concerted practice not to hire or actively approach each other's employees (the so called "no-poach agreement").

The original shareholders' agreements included reciprocal no-hire clauses for certain employees. A few months later the companies also reached a general agreement not to actively solicit each other's employees. This covered all employees, but not the riders.

These types of no-poach agreements are a form of purchasing cartel. In such a cartel, the companies

restrict competition for a specific input, in this case the input is labour.

In other words, companies stop directly competing for workers. This is not good for workers, as it is the type of agreement that suppresses wages and reduces labour mobility.

In the same way, they prevent workers from moving where they can contribute most effectively to the economy. Therefore, no-poach agreements can also be bad for the affected sector, as they may have a negative impact also on productivity and innovation.

The second infringement concerns exchanges of commercially sensitive information. Delivery Hero's minority stake in Glovo allowed the development of a close relationship between the executive teams of the two companies.

These ties went beyond what was required by Delivery Hero's monitoring of its financial investment in Glovo. This resulted in sharing of documents, including strategy papers, and holding meetings to share knowledge.

The information exchanged included data concerning current pricing and future pricing intentions. It also included current or future commercial strategies, including new offers.

The exchanges of this commercially sensitive information were two-sided. They enabled the companies to align and influence their respective conduct on the market.

Basically, instead of competing because of the uncertainty around their respective market behaviours, the two companies sought to remain in a "comfort zone" with no incentives to improve the quality or prices of their services.

The third infringement concerns how Delivery Hero and Glovo divided among themselves the national markets for online food delivery in the European Economic Area ('EEA').

Delivery Hero used its role as a shareholder to convince Glovo to share markets in the EEA in two ways: (i) directly, by using or threatening to use its approval rights over specific decisions, and (ii) indirectly, by influencing other Glovo shareholders.

In particular, the investigation showed that:

The companies discussed and agreed which of them would enter markets where neither had a presence. They also refrained from entering national markets where the other was present.

They removed their geographic overlaps by selling to each other their businesses in certain markets. This means that in a number of EEA countries, if consumers were hoping to compare the products and prices in the Delivery Hero app and the Glovo app, they would not be able to do so.

Based on the links between these three behaviours, the Commission sees them as a single and continuous infringement the case that I have just described. This lasted 4 years, between July 2018 and July 2022, and covered the whole EEA.

Our decision fines Delivery Hero approximately EUR 223 million and Glovo EUR 106 million. Both companies settled the investigation. This means that they admitted the infringement and their responsibility. At the same time, they waived certain procedural rights, leading to a speedier and streamlined decision.

In exchange for settling the case, their fines were reduced by the standard 10%.

Today's decision shows our determination to taking actions against all forms of cartels.

It also shows our willingness to have an active role in this consumer-facing sector. Consumers should have the benefits of competition when ordering meals or groceries online.

We want to stress once again that horizontal minority-ownership between competitors may raise risks if it facilitates anti-competitive conducts.

Moving forward, we will continue to closely monitor potential anti-competitive business practices in consumer facing industries.

As you know, as we have repeated in many occasions, our objective is to ensure that effective competition is maintained to benefit European consumers and companies that compete fairly to serve them.

Thank you.

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