

## Terms of Use My Lidl Account

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#### 1 Area of Application and Relationship to other Regulations

These terms of use regulate the use of the service My Lidl Account. The service My Lidl Account is operated by Lidl Stiftung & Co. KG, Stiftsbergstraße 1, 74167 Neckarsulm (hereinafter referred to as “**Lidl Stiftung**”, “**we**” or “**us**”), other companies of the Lidl Group (together hereinafter referred to as “**group of companies**” are involved in service provision. In addition, the service offers users the opportunity to voluntarily provide information about their circumstances and interests in a user profile. You can call up and save or print out the currently valid Terms and Conditions at any time at this [link](#). We do not save the text of the contract after the conclusion of the contract.

The password-protected My Lidl Account allows you to view, access, manage and edit your data from various online services of the group of companies, e.g. the Lidl online shop, the Lidl Plus App, etc. (hereinafter each a “**target service**”), in a central storage location (hereinafter “**the Portal**”). Furthermore it offers you a simple one-time registration system called Single Sign-On service (hereinafter “**SSO**”) (together “**My Lidl Account**” or “**the Service**”).

After registering once in a target service, SSO enables you to use further target services with the same username and password, provided that SSO is implemented in the re-spective target service.

The Service is provided on the basis of the following My Lidl Account terms of use ("**terms of use**").

These terms of use do not apply to separate contractual relationships with third parties as part of the target services; for example, the purchase of products or services. Here, only the specific conditions of the relevant target service are valid.

## **2 Registration, Account and conclusion of contract**

For the use of My Lidl Account registration with a target service connected to SSO is required, whereby the user must create a password for the My Lidl Account. This is used together with your e-mail address or mobile phone number to access your My Lidl Account. The registration process is completed when the telephone number provided by the user has been validated and registration has been finally confirmed by the operator.

The details provided by the user as part of the registration process must be correct. Details from third parties cannot be supplied. Should details change later, the user must adjust these without delay in the Portal.

Depending on the target service, either your e-mail address or your mobile phone number must be verified during the registration process. For this purpose, we will send you an e-mail or SMS with a confirmation code. Without verification of the e-mail address or mobile phone number, the registration process cannot be continued.

You make a binding offer to register to use My Lidl Account by clicking the "Sign up" button after going through the registration process. Before selecting this button, you can cancel the registration at any time or change the information provided by deleting, adding or correcting the entries made in the various fields or closing the target service. After completing the registration process, you can change the information provided in your personal Portal at any time.

Upon receipt of your offer to conclude the contract, we will send a confirmation of receipt of the offer ("order confirmation") to the e-mail address you provided during registration. This order confirmation also represents our acceptance of the offer to conclude a contract of use ("conclusion of contract"). You can use the service as soon as you have received the order confirmation.

After completing the registration, you will automatically be assigned a customer number.

The access data is meant exclusively for use by the relevant authorised user and must be protected with appropriate measures from unauthorised access by third parties. If the user notices

unauthorised use of the Service, he must report this to the Lidl Stiftung without delay. The user is liable for consequences due to third party use if he is responsible for it or for failing to stop it.

Use of My Lidl Account on the devices with Android operating system is only possible if that the device uses Google Chrome browser.

### **3 Subject of the Service**

Subject of the Service of My Lidl Account is the provision of a unified password protected SSO Service for different target services within the group of companies. This essentially means that after a one-time registration and authentication, the My Lidl Account created can be used to log in to all target services integrated with My Lidl Account without requiring a separate registration or again provision of detailed user data.

For a convenient login, you also have the option to activate the "Stay logged in" function. After activating the function, a permanent cookie (6 months) is set in the browser of your device, which ensures that My Lidl Account recognizes you the next time you visit. This cookie can also be deleted at any time via the settings in the browser.

If you register with a connected target service without having previously registered with other target services, you will automatically set up the My Lidl Account. In the event that you have previously registered with another target service integrated with My Lidl Account, you can simply log in to the target service with your existing credentials. If the group of companies offers new target services in the future, it is possible that you will also be able to use these via your My Lidl Account. Supplementary terms of use may apply to the individual target service.

SSO gives you a cross-portal identity that is recognized and verified by connected target services and that you can manage via the Portal. The Portal I allows you to view, access, manage, and correct your information from various target services in one central location. The Portal stores your customer master data and information as well as those customer master data and information that you have provided when using other target services. In this way, all your customer master data, login data, information about your circumstances and interests from the "About Me" section, and information about the benefits granted as part of the "Lidl Liddle Club" program, if voluntarily provided, as well as information about deposited payment methods and the history of purchases and orders can be viewed by you in a central location in the Portal. If necessary, your data will be transmitted to the respective target service when specific offers are used in order to enable the respective transaction to be carried out (see section 7 below).

In addition, the My Lidl Account enables the respective user to answer certain questions about his or her circumstances and interests by means of suggested choices. This allows the user to view, change or remove his or her My Lidl customer profile at any time. If the user has also registered for the "Lidl Plus" service of the Lidl Stiftung, this information will be used in Lidl Plus for the purposes of personalised advertising. More detailed regulations in this regard can be found in the Lidl Plus Terms of Use.

The use of My Lidl Account is free. However, the use of concrete target services could involve costs, which are transparently displayed with the relevant offer in accordance with legal requirements. The same applies for possibly required third party services, such as the internet connection.

## **4 Withdrawal**

### **4.1 Right of withdrawal**

You have the right to cancel this contract within 14 days without giving any reason. The withdrawal period is 14 days from the day of the conclusion of the contract.

In order to exercise your right of withdrawal, you must send us

Lidl Stiftung & Co. KG  
Stiftsbergstraße 1, 74167 Neckarsulm, Germany  
Telephone: 800 62777  
E-mail: [info@lidl.com.mt](mailto:info@lidl.com.mt)

by means of a clear declaration (e.g., a letter sent by post, fax or e-mail) of your decision to revoke this contract. You may use the enclosed model cancellation form for this purpose, which is, however, not mandatory. In order to comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

### **4.2 Consequences of the withdrawal**

If you cancel this contract, we must reimburse you for all possible payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than the cheapest standard delivery offered by us), without delay and at the latest within 14 days of the day on which we received notification of your cancellation of this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged for this repayment.

If you have requested that the Services begin during the withdrawal period, you must pay us a reasonable amount corresponding to the proportion of the Services already provided up to the point in time at which you notify us of the exercise of the right of withdrawal with regard to this contract compared to the total scope of the services provided for in the contract.

#### 4.3 Cancellation form

You can find it at this page: [https://www.lidl.com/mt/static/assets/20220419\\_SampleWithdrawalForm\\_Li-My-Lidl-Account-254843.pdf](https://www.lidl.com/mt/static/assets/20220419_SampleWithdrawalForm_Li-My-Lidl-Account-254843.pdf)

### 5 Guarantee, Liability

As part of the individual target services, their operator carries the sole responsibility for the provision of the services. The Lidl Stiftung is not liable for possible claims resulting from this. The same applies to other contributions of independent third parties such as for example an internet provider.

The Lidl Stiftung shall only be liable for compensation claims of the user arising from loss of life, bodily injury or damage to health or from the breach of essential contractual obligations (cardinal obligations) as well as for other damages resulting from an intentional or grossly negligent breach of duty by the Lidl Stiftung its legal representatives or vicarious agents. Material contractual obligations are those whose fulfilment is necessary to achieve the objective of the contract. In the event of a breach of essential contractual obligations, the Lidl Stiftung shall only be liable for the foreseeable damage typical of the contract if this was caused by simple negligence, unless the user's claims for damages are based on loss of life, bodily injury or damage to health. Any liability of the Lidl Stiftung with respect to any guarantees and for claims raised in relation to our liability for defective products shall remain unaffected.

### 6 Termination, Deletion

Without prejudice to the right of withdrawal provided for by art. 4, the Lidl Stiftung as well as the user can anyway end the user relationship for My Lidl Account at any time without prior notice. As part of the administration of the My Lidl Account, deletion of the account can be initiated by the user any time. A termination by the Lidl Stiftung may be considered especially when the user violates the terms of use. Until such events have been clarified the user's data account can be blocked.

In particular, we reserve the right to correct or delete your My Lidl Account or individual entries therein in the event of incorrect information.

## **7 Data Protection**

The processing of your personal data takes place while preserving your legal data protection rights. To implement a service it is necessary that the details provided by you are forwarded to the provider of the relevant target service you want to use to permit user authentication and provision of the Service as detailed in the target service (e.g. shipping and payment for products ordered).

Further details in relation to this can be found in our [data protection information](#).

## **8 Final Provisions**

The contract language is English.

The European Commission provides an Online Dispute Resolution Portal under <http://ec.europa.eu/consumers/odr/>.

Any disputes that may arise from or in relation to these terms and conditions, the laws of Malta shall apply, save, where applicable, the provisions of Article 6(2) of Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I), or any other legislative measure which may replace the said Regulation from time to time.

If the consumer qualifies as a consumer domiciled in a European Union Member State, jurisdiction shall be determined in accordance with the provisions of Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, or any other legislative measure which may replace the said Regulation from time to time.

If the consumer does not qualify as a consumer domiciled in a European Union member State, all disputes or claims arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the Maltese courts to which the parties irrevocably submit.