

HAVE YOUR SAY COMPETITION SECOND EDITION

TERMS AND CONDITIONS

These Terms and Conditions govern your participation in the HAVE YOUR SAY COMPETITION SECOND EDITION (the “**Competition**”) run by LIDL Malta Limited (“**LIDL**”, “**We**”, “**Us**” and “**Our**”), having company registration number C36317 and registered office at The Administration Office, Triq il-Karmnu, Luqa, LQA 1311, Malta. The Competition shall consist of four (4) separate prize draws and references to ‘Prize Draw’ within these Terms and Conditions shall refer to each of these draws individually.

By entering and submitting your response to our survey you agree to be bound by these Terms and Conditions.

1. Participation

- 1.1. During the period of the survey as set out in section 2 below, LIDL customers are invited to access www.LIDL.com.mt (the “**Site**”) and access the section of the Site dedicated to the Prize Draw wherein customers will be asked to complete a number of questions relating specifically to their customer experience at LIDL (the “**Survey**”).
- 1.2. In order to participate in the Competition, during the period indicated in point 2 below, customers must go to any LIDL store in Malta or Gozo, make a purchase of any amount within such store and complete all parts of the Survey. Customers are required to keep the original receipt in good order until close of the final Prize Draw so as to participate in the Competition and validate their winnings.
- 1.3. To enter the Competition, participants are required to answer the questions set out in the Survey. After completion of the last question of the Survey, participants have the option to enter the Prize Draw by selecting “*Enter the Prize Draw.*”
- 1.4. In order to be eligible to participate in any one of our Prize Draws, prior to completing the Survey, you are required to enter your:
 - Identification code of the sales point at the bottom of the receipt, on the left side (4 digits, e.g. 7514);
 - The transaction code, shown centrally at the bottom of the receipt, given by the transaction number and the cash register number (e.g. 000048/01, for a total of 8 digits without “/” e.g. 00004801);
 - Date shown at the bottom of the receipt, on the right side. The day and month must be entered as the year will already be pre-set in the registration form;
 - First name and surname;
 - Email address; and
 - Telephone number.
- 1.5. Upon completing all information, the Site will display a message on the screen that will inform the Customer that the data has been successfully registered. Customers are reminded hold on to the receipt because it could be asked to be produced should the Customer win.

- 1.6. One receipt can only be used once for participation in the Competition. The verification of the participant's uniqueness will be carried out during the validation phase or upon receipt of a copy of the identity document.
- 1.7. The Competition is open to residents of Malta and Gozo. All entrants must be aged 18 years or over on the day they enter the Competition. Proof of age, in the form of a valid ID Card, Passport or Driver's Licence, may be required upon delivery of vouchers.
- 1.8. No commercial entities, buying groups, or organisations are allowed to participate in the Competition. LIDL employees, directors, affiliates, delegates, lawyers and representatives of LIDL, the agencies involved and their employees are also excluded from participating in the Competition. LIDL reserves the right to carry out any checks to ensure that all entrants are abiding by this condition.
- 1.9. All entries into the Competition must be made directly by the individual entering the Competition. Syndicated entries or those made using methods such as a computer macro, a script or the use of automated devices or processes are not allowed, and all such entries will be disqualified, and any Prize awarded will be void. Entries will not be accepted via agents, third parties or in bulk.

2. Opening and Closing Dates and Time

- 2.1. The Competition period shall run from Monday 14th September 2020 until Sunday 12th September 2021.
- 2.2. Registration and participation in the Competition will be open from 06:59 on Monday 14th September, 2020 to 23:59 on Sunday 12th September, 2021.
- 2.3. The four (4) separate Prize Draws shall be held on the following dates or at such later dates which LIDL may decide in its sole discretion, (each a "**Drawing Period**"):

Prize Draw 1	Friday, January 15, 2021
Prize Draw 2	Friday, April 09, 2021
Prize Draw 3	Friday, July 09, 2021
Prize Draw 4	Friday, September 17, 2021

- 2.4. Each participant in the Competition may win only one time per Drawing Period.

3. The Prize Draw

- 3.1. There shall be total of one hundred (100) winners (each a "**Winner**") following conclusion of all four (4) Prize Draws. The number of Winners per Prize Draw shall be divided in the following manner:

Prize Draw 1:	30 winners
Prize Draw 2:	20 winners
Prize Draw 3:	20 winners
Prize Draw 4:	30 winners
- 3.2. Each Winner will be entitled to one (1) LIDL voucher worth fifty Euros (€50) (incl. VAT) (the "**Prize**"). In line with provisions of Part 9 of the Fourteenth Schedule to the Maltese VAT Act, on the basis that the vouchers qualify as multi-purpose vouchers (provided that the vouchers can be redeemed to buy goods subject to different VAT rates 0%/5%/18% and at the point of issuance of the voucher one cannot determine which VAT rate will be due) the following VAT treatment as contemplated in the VAT Act should be applied:

- 3.2.1. The issuance/transfer of the multi-purpose voucher shall not be subject to VAT

- 3.2.2. The redemption of the multi-purpose vouchers accepted as consideration shall be subject to VAT subject to normal VAT rules depending on the applicable VAT Rate/VAT exemption.
- 3.3. During each Prize Draw – an additional ten (10) names will also be drawn at random from the respective database (the “Reserves”). The Reserves shall be ranked according to their positioning in the Prize Draw. In the event that a Winner does not meet any of the requirements in the validation process, LIDL shall inform the next person on the list of Reserves that they are in the chance of winning the Prize and such person shall be required to accept and abide by the same terms and validation process as any other Winner.
- 3.4. Each name drawn shall be contacted by JP Advertising within 5 days from the draw. Each winner shall be required to send an image of their ID Card (*once detail confirmed – the digital image of the ID card will immediately be deleted from all servers*) and that of the original cashier receipt for validation. The cashier receipt must be intact and free of abrasions or corrections and allow identification of the point of sale where the purchase was made and the details reported in the registration phase. Failure to provide the receipt in the manner set out above will result in the Winner not being able to receive the Prize.
- 3.5. In addition, the customers shall also be invited to answer a pre-set number of questions relating to LIDL, its brand and the products it provides. In order to be entitled to one of the Prizes , the customer must be verified in accordance with clause 3.4 as well as correctly answer all the questions presented.
- 3.6. The selection of customers to be entered into a Prize Draw will be done through the use of an anonymous random key generator.
- 3.7. The same selection system will be repeated for each Drawing Period.
- 4. The Prize**
- 4.1. The voucher will be delivered to the respective winners within 3 months of the draw date.
- 4.2. The Prize must be redeemed within six (6) months of the date of the applicable Drawing Period.
- 4.3. The Prizes can only be used in LIDL outlets in either Malta or Gozo. Other specific terms of usage apply – please see voucher for details.
- 4.4. LIDL will not replace any lost, damaged, mutilated or stolen Prizes. All taxes, costs, liabilities and unspecified expenses associated with the usage of the Prize are the sole responsibility of the Winner.
- 4.5. The Prize is non-exchangeable, non-refundable, cannot be resold and will only be awarded directly to the Winner.
- 4.6. The Prize cannot be redeemed for cash or an alternative prize. If the full value of each voucher is not used, no change will be given.
- 4.7. LIDL reserves the right to refuse to accept Prizes which it deems to have been tampered with, duplicated, damaged or which otherwise are suspected to be affected from fraud. LIDL shall not be liable in the event that a Prize has been lost, damaged or stolen following collection of the Prize by the Winner.
- 4.8. The non-awarding of Prizes or the non-acceptance by the Winner or the Reserves will invalidate the right to the Prize. In such an event, LIDL shall donate the Prize to the Puttinu Cares Children's Cancer

Support Group, Rainbow Ward Paediatric Adolescent Ward, Sir Anthony Mamo Oncology Centre level -1, Msida or any other charity which LIDL may determine at its sole discretion.

- 4.9. No responsibility will be taken by LIDL if a Winner is not able to collect a Prize for any reason howsoever arising.

5. Data Protection – Privacy policy

- 5.1 LIDL Malta Limited., with registered office in The Administration Office, Triq il Karmnu, Luqa LQA 1311, Malta (hereinafter "**LIDL**"), as the Data Controller, informs you under article 13 of the Regulation (EU) 2016/679 ("**GDPR**") and the Data Protection Act (Cap. 586 of the Laws of Malta), that all personal information you submit to LIDL in connection with the Competition is subject to and will be processed in order to allow the participation in the Competition. The submission of your personal data is necessary in order to allow the participation to the Competition and the express consent to such data processing is not necessary by virtue of Article 6, paragraph 1, letter b) GDPR. In compliance with the limits and conditions laid down by the GDPR and the Data Protection Act (Cap. 586), your personal data will be processed electronically and in paper form within the LIDL offices and by collaborators specifically appointed to process personal data. Moreover, your personal data will be shared with our intra-group companies and affiliates (including LIDL Italia S.r.l a socio unico located at Via Augusto Ruffo 36, 37040 Arcole (VR), Italy) and LIDL Stiftung & Co. KG located at Stiftsbergstraße 1, 74172 Neckarsulm (Germany)), our agents and third parties that provide services to us (including J.P. Advertising Limited located at JPA, G.F. Agius de Soldanis Street, Santa Venera SVR 1910, Malta and third parties to whom disclosure may be required for your participation in the Competition. Your personal data shall be held throughout the duration of the Competition and in any event, until no later than 31st March 2022. According to art. 12-23 of the GDPR, you have the right to receive, free of charge and upon request, the disclosure of information regarding the personal data being processed by LIDL. Furthermore, where the legal requirements are met, you have the right to rectification of information (art. 16 of GDPR), to erasure (art. 17 GDPR) and to restriction of processing (art. 18 GDPR) of your personal data as well as the right to lodge a complaint with the supervisory authority. To exercise the aforementioned rights, you may contact the Data Protection Officer at the email address: privacymt@LIDL.com.mt.

- 5.2 If you subscribe to the LIDL e-newsletter as part of entering this Prize Draw, you can subsequently unsubscribe from the LIDL e-newsletter at any time by following the instructions given in the accompanying emails. Signing up to LIDL's newsletter is optional and is not part of the Prize Draw. Signing up does not result in any advantage or disadvantage to a participant.

- 5.3 For more information on our data processing activities, please visit our Privacy Policy relating to the Competition at <http://www.LIDL.com.mt/Privacy-Competition-Have-your-say>. By accepting these Terms and Conditions, you hereby agree and acknowledge that you have been provided with LIDL's privacy policy.

6 Termination and Exclusion of Participants

- 6.1 Owing to exceptional circumstances outside its reasonable control and only where circumstances make this unavoidable, LIDL reserves the right to cancel or amend the Prize Draw or these Terms and

Conditions at any stage but will always endeavour to minimize the effect on participants in order to avoid undue disappointment.

- 6.2 LIDL assumes no responsibility for and will disqualify entries that are: stolen, late, lost, illegible, incomplete, invalid, unintelligible, damaged, destroyed, delayed, misdirected, not received, or that have incorrect or inaccurate entry information, whether caused by any of the equipment or programming associated with or utilized in the Prize Draw, or by any human, mechanical or electronic error which may occur in the processing of the entries in the Prize Draw, or other errors appearing within the terms or in any the Prize Draw related advertisements. Proof of sending will not be accepted as proof of receipt, and no correspondence will be entered into.
- 6.3 LIDL assumes no responsibility for any typographical or other error in the printing of these Terms and Conditions, administration of each of the Prize Draws, errors in processing entries, identifying the Winner, in the announcement of the Prizes and Winner, and the delivery of the Prizes, any problems or technical malfunction of any telephone network or lines, mobile phone, computer systems, online systems, servers or providers, computer equipment, software, failure of any e-mail or players on account of technical problems or traffic congestion on the Internet or on any website, or any combination thereof, including, without limitation, any injury or damage to entrant's mobile phone or other portable electronic device related to or resulting from participation or downloading any materials in the Prize Draw.
- 6.4 Use of any device to automate or subvert entry is prohibited and any entries received by such means will be void. No software-generated, robotic, programmed, script, macro or other automated entries are permitted and any entries received by such means will be void.
- 6.5 LIDL reserves the right in its sole discretion to verify the Winner and disqualify any person it suspects or finds: (i) to have tampered with the entry process or the operation of the Prize Draw; (ii) to be acting in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; (iii) to display behaviour that will bring such Winner into disgrace; (iv) to have provided inaccurate information upon entering the Prize Draw; (v) to be acting in violation of these Terms and Conditions; or (vi) to have gained unfair advantage in participating in the promotion or won using fraudulent means. Any violation of these Terms by a Winner will result in such individual's disqualification as a winner of the Prize Draw and all privileges as a Winner will be immediately terminated.

7 Limitation of Liability

- 7.1 LIDL does not guarantee continuous uninterrupted or secure access to the Site. Numerous factors outside the control of the LIDL may interfere with the operation of the Site for which LIDL accepts no responsibility for any difficulties in entering or any entries delayed or corrupted.
- 7.2 LIDL rejects any claims and responsibility of any possible event that may be caused by limitations to access to the internet, malfunction of the Site, connectivity, software, compatibility, hardware, mobile or desktop that should be experienced by any customer during their registration.
- 7.3 To the maximum extent permitted by applicable law, LIDL rejects any responsibility for any incorrectness of the detail provided by the customer on registration.

- 7.4 LIDL, its employees, directors and affiliates, shall not be held liable in any way, for any claims, losses, damages, rights and actions of any kind arising out of or relating to the Prize and Prize Draw, whether direct or indirect, including but not limited to claims for damage caused to the participants, Winners, or any other third party. Furthermore, the participants and Winners hold and continue to hold LIDL, its employees, directors and affiliates, free and harmless against all and any claims, losses, damages, rights and actions of any kind made by third parties as permitted under applicable law, in respect of the Prize, including use of the Prize, and this Prize Draw and Competition. LIDL is not liable for any damage suffered by any participants and Winners due to their non-observance of these Terms and Conditions.
- 7.5 Each participant shall be responsible to ensure that any person whose personal data they may have provided in their participation of the Prize Draw have been made aware of the fact that their personal data has been provided to LIDL for the purpose of the Prize Draw. The participant providing such personal data shall ensure that the individual has accepted these Terms and Conditions and has been provided with the Privacy Policy. The participant hereby undertakes to hold LIDL indemnified and harmless of any damages, costs or liability which may result from any claim or litigation which may result from the participant's failure to inform that individual that his or her personal data have been included as part of the participant's participation in the Prize Draw.
- 7.6 To the fullest extent possible in law, LIDL does not accept liability for any losses or claims whatsoever arising out of participation in the Prize Draw and the acceptance of any Prize.
- 7.7 Participants are responsible for all costs and expenses relating to participation in the Prize Draw, including but not limited to the participant's accessing the internet.
- 7.8 Except as otherwise required by applicable law, LIDL shall not be liable for the content of any externally linked websites.
- 7.9 LIDL reserves the right to investigate and reject claims it believes to be of a fraudulent nature. Should a claim be upheld as fraudulent, LIDL reserves the right to pursue damages against individuals in connection with the claim.
- 7.10 LIDL shall not be liable for any failure to comply with its obligations and in such an event, LIDL shall not be obligated to provide an alternative or a substitution prize to the Winner where the failure is caused by an Event of Force Majeure and the Winner does not receive any or all components of the Prize as a result of such.
- 7.11 For the purpose of these Terms and Conditions, an "Event of Force Majeure", shall have the following meaning; all circumstances beyond the reasonable control of either LIDL or the Winner concerned, including acts of God, earthquake, flood, storm, lightning, fire, explosion, war, terrorism, riot, civil disturbance, sabotage, strike, lockout, slowdown, labour disturbances, accident, epidemic, pandemic, difficulties to obtain required raw materials or labour, lack of or failing transportation, breakdown of plant or essential machinery, emergency repair or maintenance, breakdown of public utilities, changes of law, statutes, regulations or any other legislative measures, acts of governments, supranational organizations or other administrative or public agencies, orders or decrees of any court, acts of third

parties, delay in delivery or defects in goods or materials or any other circumstances amounting to force majeure.

7.12 LIDL's decisions in all promotional matters in relation to this Prize Draw are final and no correspondence will be entered into.

8 General

8.1 LIDL reserves the right to amend these Terms and Conditions at any time without prior notice and without any reasons being given. The latest version of the Terms and Conditions would always be available [<http://www.LIDL.com.mt/Terms-and-Conditions-Have-your-say>] and shall supersede any previous version. It is your responsibility to ensure that you are conversant with any changes to the Terms and Conditions. Should individual clauses of the entry terms and conditions be or become invalid, the validity of the remaining entry Terms and Conditions shall remain unaffected.

8.2 These Terms and Conditions shall be governed by and construed in accordance with the laws in force in Malta from time to time and the courts of Malta shall have exclusive jurisdiction for the resolution of all disputes as to any matter arising out of or in connection with these Terms and Conditions.

8.3 We would strongly advise that, in the event of a dispute, you first lodge a complaint with our customer service centre in order to resolve or clarify the matter. Customer service is available to you on:

- 80062777, from Monday to Saturday, from 8am to 8pm. It's available only in English from Malta on some service providers;
- the contact form on this link <https://www.LIDL.com.mt/en/Contact-Form.htm>; and
- e-mail to info@LIDL.com.mt

8.4 All questions or disputes regarding eligibility of the Prize Draw, the Prize, or compliance with these Terms and Conditions will be resolved by LIDL at their sole discretion. LIDL shall not entertain ill-founded complaints or contestations made by the participants and/or the Winners.

8.5 If any provision of these Terms and Conditions is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the legality, validity or enforceability in that jurisdiction of any other provision of these Terms and Conditions, or the legality, validity or enforceability in any other jurisdiction of that or any other provision of these Terms and Conditions.