

LIDL-DELUXE-MAGICAL CHRISTMAS LOTTERY

TERMS AND CONDITIONS

These Terms and Conditions govern your participation in the Deluxe Magical Christmas Lottery (the “**Lottery**”) 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 Lottery shall consist of seven (7) weekly draws (the “**Weekly Draws**”) and one (1) Grand Final prize draw, collectively referred to as the ‘**Prize Draws**’ within these Terms and Conditions.

By entering and submitting your personal details and that of your Lidl receipt in the respective form you agree to be bound by these Terms and Conditions.

1. Participation

- 1.1. During the period of the Lottery 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 Lottery wherein customers will be asked to complete a number of questions relating to their purchase.
- 1.2. In order to participate in the Lottery, 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 equal to or greater than twenty-five Euros (€25) and also having purchased two (2) or more items from the Deluxe Product Range. Customers are required to keep the original receipt in good order until closure of the Prize Draw so as to participate in the Lottery and validate their winnings.
- 1.3. To enter the Lottery, participants have to fill in the appropriate fields and proceed to press the ‘Submit’ button to complete the registration process.
- 1.4. In order to be eligible to participate in the Prize Draw, customers are required to enter the following information on the Site:
 - First name and surname;
 - Email address;
 - Telephone number;
 - Receipt 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;
 - Operation Number 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);
 - Store Code – retrievable from a drop down menu on the form;
 - Total Value of Receipt (min. €25); and
 - Total Number of Deluxe Products Purchased on your receipt (min. 2).

- 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 to hold on to the receipt because it will be asked to be produced should the Customer win the Prize Draws.
- 1.6. One receipt can only be used once for participation in the Lottery. 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. A person is not precluded from winning more than one prize in any of the Prize Draws.
- 1.7. The Lottery is open to residents of Malta and Gozo. All entrants must be aged 18 years or over on the day they enter the Lottery. Proof of age, in the form of a valid ID Card, Passport or Driver`s Licence, may be required upon delivery of the Prizes.
- 1.8. No commercial entities, buying groups, or organisations are allowed to participate in the Lottery. LIDL employees, directors, affiliates, delegates, lawyers and representatives of LIDL, the agencies involved and their employees are also excluded from participating in the Lottery. 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 Lottery must be made directly by the individual entering the Lottery. 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 Lottery period shall run from Monday 2nd November 2020 until Monday 21st December 2020.
- 2.2. Registration and participation in the Lottery will be open from 06:59 on Monday 2nd November 2020, 2020 to 23:59 on Monday 21st December 2020.
- 2.3. The draw dates shall be held on the following date or at such later dates which LIDL may decide in its sole discretion:

	PERIOD COVERING	DRAW DATE
Weekly Draw 01:	Monday 02 to Sunday 08 November, 2020	Wednesday November 11, 2020
Weekly Draw 02:	Monday 09 to Sunday 15 November, 2020	Wednesday November 18, 2020
Weekly Draw 03:	Monday 16 to Sunday 22 November, 2020	Wednesday November 25, 2020
Weekly Draw 04:	Monday 23 to Sunday 29 November, 2020	Wednesday December 02, 2020
Weekly Draw 05:	Monday 30 November to Sunday 6 December, 2020	Wednesday December 09, 2020
Weekly Draw 06:	Monday 07 to Sunday 13 December, 2020	Wednesday December 16, 2020
Weekly Draw 07:	Monday 14 to Monday 21 December, 2020	Wednesday December 23, 2020
Grand Final Draw	Monday 02 November to Monday 21 December, 2020	Friday January 8, 2021

3. The Prize Draws

- 3.1. There shall be total of fifty eight (58) winners (each a "Winner").
- 3.2. The following are the prizes that will be awarded by Lidl following the Prize Draws:
 - 3.2.1. Weekly Draw 01: one (1) Lidl voucher of five hundred Euros (€500) incl. VAT

- 3.2.2. Weekly Draw 02: one (1) Lidl voucher of five hundred Euros (€500) incl. VAT
- 3.2.3. Weekly Draw 03: one (1) Lidl voucher of five hundred Euros (€500) incl. VAT
- 3.2.4. Weekly Draw 04: one (1) Lidl voucher of five hundred Euros (€500) incl. VAT
- 3.2.5. Weekly Draw 05: one (1) Lidl voucher of five hundred Euros (€500) incl. VAT
- 3.2.6. Weekly Draw 06: one (1) Lidl voucher of five hundred Euros (€500) incl. VAT
- 3.2.7. Weekly Draw 07: one (1) Lidl voucher of five hundred Euros (€500) incl. VAT

3.2.8. Grand Final Draw:

3.2.8.1. First Prize: one (1) motor vehicle (hereinafter referred to as the “**First Prize**”); and

3.2.8.2. Daily Prizes: fifty (50) Lidl vouchers of one hundred Euros (€100) incl. VAT each.

The vouchers set out in clauses 3.2.1 to 3.2.7 and 3.2.8.2 shall be hereinafter referred to as a “**Voucher**”. The Grand Final First Prize and Vouchers shall be referred to as the “**Prizes**”.

- 3.3. All Vouchers shall be 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:

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

3.3.2. 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.

- 3.4. During each Weekly Draw, an additional three (3) names will be drawn at random (the “**Reserves**”). Similarly during the Grand Final Prizes Draw, an additional thirty (30) 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.
- 3.5. Each name drawn shall be contacted by JP Advertising within 5 working-days from the Prize 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 including the proof of purchase of a minimum of spend of twenty-five Euros (€25) and of at least two (2) items from the Deluxe Product Range. Failure to provide the receipt in the manner set out above will result in the Winner not being able to receive the Prize.
- 3.6. The selection of customers to be entered into a Prize Draws will be done through the use of an anonymous random key generator operated directly by an official representative of the Malta Gaming Authority (MGA).

- 3.7. Following the validation of the Winners of the Prize Draws, the list of winning receipt codes will be made available on the Site and on other media that the promoter will dedicate to the Lottery.

4. The Prizes

- 4.1. The following will apply to the delivery of the Vouchers:

- 4.1.1. The Vouchers will be delivered to the respective Winners no later than 3 months of the Prize Draw date.
- 4.1.2. The Vouchers must be redeemed by the Winner no later than 6 months from the respective draw date, 31st July 2021.
- 4.1.3. The Vouchers can only be used in LIDL outlets in either Malta or Gozo. Other specific terms of usage apply – please see voucher for details.
- 4.1.4. LIDL will not replace any lost, damaged, mutilated or stolen Vouchers. All taxes, costs, liabilities and unspecified expenses associated with the usage of the Vouchers are the sole responsibility of the Winner.
- 4.1.5. The Voucher is non-exchangeable, non-refundable, cannot be resold and will only be awarded directly to the Winner.
- 4.1.6. The Voucher cannot be redeemed for cash or an alternative prize. If the full value of each Voucher is not used, no change will be given.

- 4.2. With respect to the Grand Final First Prize:

- 4.2.1. The Winner will receive an official document issued by LIDL entitling the Winner to initiate the process of registration and hand over of the motor vehicle.
- 4.2.2. The prized motor vehicle will consist of a BMW 2 Series Active Tourer 225xe iPerformance A fully equipped with the following specifications and extras:
- 4.2.3. Automatic transmission Steptronic; Sports leather steering wheel; 17" light alloy wheels Double-spoke style; Performance Control; Height adjustment for front passenger seat; Storage compartment package; Interior trim finishers Oxide Silver dark; Automatic air conditioning; On-board computer; Media; Language version English; Transport Protection; 2 Years Mechanical Warranty; 12 Years Anti Perforation Warranty; 8 Years Warranty on PHEV Battery; Mineral White metallic; Sensatec Black Black; CO2 content; Multifunction for steering wheel; Locking wheel bolts; Tyre pressure indicator; Tyre repair kit; Floor mats in velour; Warning triangle with first-aid kit; Acoustic protection for pedestrians; Rain sensor; Speedometer with kilometre reading; Front passenger airbag deactivation; DAB tuner; Intelligent emergency call; TeleServices; eDrive services; ConnectedDrive Services; Navigation; Great Britain/Ireland version; English/Owner's Handbook/Service Booklet; Oil-maintenance interval - 24 months/30,000; Exterior mirror package; Lights package; Rear view camera; Armrest front; Park Distance Control (PDC) front and rear; LED headlights; and Parking assistant.
- 4.2.4. All taxes, costs, liabilities and unspecified expenses associated with the usage of the Prize, including but not limited to the taking out of car insurance, are the sole responsibility of the

Winner and Lidl shall not under any circumstance be required to cover the costs of any expenses whatsoever incurred by the Winner upon receipt, and use, of the First Prize.

- 4.2.5. Lidl reserves the right at its sole discretion to alter the specifications of the First Prize at any time, provided that any substituted First Prize is of equal or greater value to the prize listed in clause 4.2.2 above.
- 4.2.6. The Grand Final First Prize is non-exchangeable, non-refundable, cannot be resold and will only be awarded directly to the Winner.
- 4.2.7. The Grand Final First Prize cannot be redeemed for cash or an alternative prize.
- 4.3. LIDL reserves the right to refuse to accept Vouchers and/or cashier receipts which it deems in its sole discretion to have been tampered with, duplicated, damaged or which otherwise are suspected to be affected by 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.
- 4.4. 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.
- 4.5. 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 Lottery is subject to and will be processed in order to allow for your participation in the Lottery. The submission of your personal data is necessary in order to allow the participation to the Lottery 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 Lottery. Your personal data shall be held throughout the duration of the Lottery and in any event, until no later than 31st July 2021. 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 access personal data processed

about you (art. 15 GDPR), 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, to receive the personal data concerning you, which you have provided to Lidl, in a structured, commonly used and machine-readable format and have the right to transmit those data to another controller without hindrance from Lidl (art. 20 GDPR), to object to certain data being processed by Lidl (art. 21 GDPR) 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 in the Lottery.
- 5.3. For more information on our data processing activities, please visit our Privacy Policy relating to the Lottery at <https://www.lidl.com.mt/Privacy-Magical-Christmas>
- 5.4. 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 the participant'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 Prizes, including use of the Prizes, this Prize Draw and this Lottery. 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. The Winner of the Grand Final First Prize acknowledges and agrees that LIDL shall under no circumstance be held directly or indirectly liable for any fault, error or malfunction of the First Prize and/or any changes made to the Grand Final First Prize post- Prize Draw date.
- 7.6. 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.

- 7.7. 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.
- 7.8. 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.
- 7.9. Except as otherwise required by applicable law, LIDL shall not be liable for the content of any externally linked websites.
- 7.10. 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 and/or entities in connection with such claims.
- 7.11. 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.
- 7.12. 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.
- 7.13. 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 at [<https://www.lidl.com.mt/Terms-and-Conditions-Magical-Christmas>] and such Terms and Conditions 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.