

# LIDL-DELUXE-EASTER LOTTERY-2023

## TERMS AND CONDITIONS

These Terms and Conditions (the “**Terms and Conditions**”) govern the participation in the 2023 edition of the Deluxe-Easter 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 thirty-five (35) daily draws (the “**Daily Draws**”) each consisting of twenty (20) winners and one (1) Grand Final draw (the “**Grand Final**”) as further described in Clause 3, and, collectively, shall be referred to as the “**Prize Draws**” within these Terms and Conditions.

### 1. Participation

- 1.1. To be eligible to participate, the LIDL Malta customers must also have downloaded and registered as a Lidl Plus Malta customer. This is a free to download and use customer loyalty smartphone app available on IOS, Android and Huawei respective app stores. For more information on Lidl Plus please refer to <https://www.lidl.com.mt/lidl-plus/what-is-lidl-plus>
- 1.2. Should the participating customer choose to terminate their membership of the Lidl Plus Malta App over the same period, all their respective participations will automatically be revoked and considered to have never taken place.
- 1.3. As from the 06<sup>th</sup> of March 2023 and for the duration of the period as indicated in point 2 below, all Lidl Plus Malta App customers will be presented a banner on their home-screen containing a summary description of the Lottery and an invitation to read carefully the Terms and Conditions governing the Lottery.
  - 1.3.1. Should the customer not agree to the Terms and Conditions or decide not to participate in the Lottery, the customer can simply ignore the banner.
  - 1.3.2. Should the customer agree to the Terms and Conditions, the customer will select to proceed with their participation in the Lottery through the appropriately labelled on-screen button, at which point the backend of the app will instantly and automatically register the customer as a participant without requiring any additional request for acceptance of lottery Terms and Conditions.
- 1.4. From the moment the customer is a registered participant, the system will automatically track all the purchases made by the customer at any LIDL store in Malta or Gozo, identifying the description of the items, the unit price and the number of units purchased. Any purchases, even valid, effected prior to the completion of the registration process, will not be taken into consideration for the scope of the Lottery.
- 1.5. Each five Euro (€5) spent on any Deluxe Products, or the Limited Edition Range (Limited Edition Range can be identified by the wording on their packaging identifying them as ‘Limited Edition’), or a mix of

either, hereinafter referred to as “**Promotional Products**”, will entitle the customer to one (1) chance to win either of the draws within the Lottery, following this example:

Name	# Units	Unit Price	€ Spend	# of Chances
Promotional Product 01	1	€5.50	€5.50	1
Promotional Product 02	3	€10.00	€30.00	6
Promotional Product 03	4	€4.50	€18.00	3
<b>TOTAL CHANCES</b>				<b>10</b>

*The items listed above are fictitious and for illustration purposes only.*

- 1.6. Once the customer has paid the individual receipt at the store, should they have successfully purchased at least the minimum of five Euro (€5) worth of Promotional Products, the customer will be advised on screen of the number of chances to win that the app has calculated. The customer will at this point be able to choose whether to play the chances as individual “tickets” – each ticket being a separate participation in the draw or postpone participation to a subsequent weekly draw. If the chances to win continue to be postponed to the effect that they are not used within the “Period of the Lottery”, they will be lost forever.
  - 1.6.1. Should the customer opt to play their participations instantly, they should proceed by pressing the ‘Send Ticket/ Send Tickets’ button on screen. Through this – all accumulated chances to win until that point in time will be submitted to participate within the current day draw, and in the Grand Final draw alike;
  - 1.6.2. Should the customer want to postpone participation to subsequent draw, their chances to win are stored in the app until they are played. At any point in time, the customer can refer to the Home Page of their App where a dedicated dashboard reports on the stored chances to win. Through this same dashboard – the customer can at any point then play their chances to win.
- 1.7. There is no limit to the number of times a single customer may choose to participate in one or more draws, so long as it falls within the “Period of the Lottery” as defined within Clause 2 below.
- 1.8. All chances to win and any subsequent participations (“tickets”) are registered on the app such that once a customer decides to play his chances to win, the app will generate an anonymous random unique number corresponding to each individual chance to win (the ticket) and each individual ticket will be registered as pertaining to the customer’s specific client ID (generated by the app when the customer has first registered as a LIDL plus customer). The customer can at any point in time access their own records and balances through appropriate dashboards and report screens made available on their smartphone through their Lidl Plus app.
- 1.9. The verification of the participant’s identity will be carried out during the validation phase or upon receipt of a copy of the identity document. Whilst any individual is not precluded from winning more than one (1) prize over the different draws and final draw, that same person may only win one (1) prize per draw.

- 1.10. 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, will be required before delivery of the Prizes.
- 1.11. 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.
- 1.12. 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 withdrawn. 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 06<sup>th</sup> March 2023 until Sunday 9<sup>th</sup> April 2023.
- 2.2. Registration and participation in the Lottery will be open from 06:59 on Monday 06<sup>th</sup> March 2023, to 23:59 on Sunday 9<sup>th</sup> April 2023.
- 2.3. The draw dates shall be held on the following dates or at such later dates which LIDL may decide in its sole discretion:

PERIOD FROM	PERIOD TO	DRAW DATE	WINNERS
Monday, 06 March, 2023	Sunday, 12 March, 2023	Wednesday, 15 March, 2023	140
Monday, 13 March 2023	Sunday, 19 March, 2023	Wednesday 22 March, 2023	140
Monday, 20 March, 2023	Sunday, 26 March, 2023	Wednesday 29 March, 2023	140
Monday, 27 March, 2023	Sunday, 02 April, 2023	Wednesday 05 April, 2023	140
Monday, 03 April, 2023	Sunday, 09 April, 2023	Wednesday 12 April, 2023	140
Monday, 06 March, 2023	Sunday, 09 April, 2023	Wednesday 12 April, 2023	1

## 3. The Prize Draws

- 3.1. There shall be total of seven-hundred and one (701) winners (each a “**Winner**”).
- 3.2. The following are the prizes that will be awarded by Lidl following the prize draws:
- 3.2.1. Draw 01: one hundred and forty (140) Lidl Vouchers each of one hundred Euros (€100) incl. VAT
- 3.2.2. Draw 02: one hundred and forty (140) Lidl Vouchers each of one hundred Euros (€100) incl. VAT
- 3.2.3. Draw 03: one hundred and forty (140) Lidl Vouchers each of one hundred Euros (€100) incl. VAT
- 3.2.4. Draw 04: one hundred and forty (140) Lidl Vouchers each of one hundred Euros (€100) incl. VAT
- 3.2.5. Draw 05: one hundred and forty (140) Lidl Vouchers each of one hundred Euros (€100) incl. VAT
- 3.2.6. Grand Final: fifty-two (52) Lidl Vouchers each of one hundred Euros (€100) incl. VAT (the “Grand Final Draw”)

The Vouchers set out in clauses 3.2.1 to 3.2.5 shall consist of two Vouchers of fifty Euros (€50) each awarded to each Winner.

The Winner of the Grand Final Prize referred to in clause 3.2.6 shall receive one-hundred and four (104) Vouchers of fifty Euros (€50) each.

- 3.3. All prize Vouchers will be delivered to the respective winners by courier services directly to the address as indicated by the winner. Should the winner not be available for collection on the date of delivery, the courier will reach out over the telephone number provided, and co-ordinate a place and time to meet the winners needs.

Each Voucher is to be used against one (1) shopping event which total must equal to a minimum of fifty Euros (€50) in value. Vouchers can be used to purchase all items in store with the sole exception of Greeting and Gift Cards and Prepaid Cards (e.g. mobile top-ups).

- 3.4. 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:

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

3.4.2. The redemption of the multi-purpose Voucher accepted as consideration shall be subject to normal VAT rules depending on the applicable VAT Rate/VAT exemption.

- 3.5. Each name drawn shall be contacted by JP Advertising, an affiliate of LIDL Malta, within 5 working days from the Prize Draw. Each Winner shall be required to send an image of their ID Card (once the details are confirmed, the digital image of the ID card will immediately be deleted from all servers). LIDL reserves the possibility to request a copy of the cashier receipt for further checks and to validate the prizes.

- 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. During each Draw, an additional fifty (50) names will be drawn at random (the "Reserves"). The Reserves shall be ranked according to their positioning in the 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.

- 3.8. Following the validation process, the confirmed Winners will be advised directly via email of their success and respective Prize. At this stage, the Winners will also be asked their consent to have their details as Winners published. Details of winners can be in either full or initials, as instructed by the winner in their respective signed Consent Form.

- 3.9. Should the individual Winner consent so, their respective details will be published on Lidl Malta's website and their own social media pages.

#### **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 1 month from the Prize Draw date. The aforementioned delivery period may be extended by Lidl in its sole discretion if delivery must be extended for reasons beyond LIDL's control.
  - 4.1.2. The Vouchers must be redeemed by the Winner no later than six (6) months from the date stipulated on the respective Voucher/s.
  - 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.
    - 4.1.3.1. These vouchers entitles the holder to €100 worth of items exclusively redeemable at any one of the Lidl stores throughout Malta & Gozo.
    - 4.1.3.2. This is a named voucher and can only be used upon verification and presentation of an ID Card or equivalent Official Document as recognised by Lidl in its sole discretion.
    - 4.1.3.3. This voucher cannot be exchanged for cash and the holder forfeits their right to claim any change, should and if the total bill of the purchase be any lesser than the amount stipulated on the voucher itself.
    - 4.1.3.4. This voucher is redeemable against one, single purchase and is only valid within the period as stipulated below.
  - 4.1.4. The named Vouchers are non transferable, non-exchangeable, non-refundable and cannot be resold
  - 4.1.5. The Vouchers cannot be redeemed for cash or an alternative prize. If the full value of each Voucher in single receipt is not used, no change will be given.
  - 4.1.6. 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.
- 4.2. LIDL reserves the right to refuse to accept 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.
- 4.3. Should any Winner/s and all the Reserves fail to be positively validated, LIDL shall donate the Prize/s 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.
- 4.4. No responsibility will be taken by LIDL if a Winner is not able to use 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 the customer 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 the customer provided upon registration to the Lidl Plus APP such as name, surname, telephone number, email and postal address, Lidl Plus client ID, data regarding the customer's receipt as well as, only in the event that the customer wins, a copy of the customer's identity document, is subject to and will be processed in order to allow for the customer participation in the Lottery as well as to comply with legal obligations pursuant to Article 6, paragraph 1, letter b) and c) GDPR. The submission of the customer's personal data is necessary in order to allow the participation to the Lottery. The customer's personal data may also be processed should this be necessary when exercising and/or defending Lidl's or a third party's legitimate interest pursuant to Article 6, paragraph 1, letter f) GDPR. In compliance with the limits and conditions laid down by the GDPR and the Data Protection Act (Cap. 586), the customer's personal data will be processed electronically and in paper form within the LIDL offices and by collaborators specifically appointed to process personal data. Moreover, the customer's 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 the customer's participation in the Lottery. The customer's personal data shall be held throughout the duration of the Lottery and in any event, until no later than 31<sup>st</sup> October 2023. According to art. 12-23 of the GDPR, the customer has 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, the customer has the right to access personal data processed about the customer (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 the customer's personal data, to receive the personal data concerning the customer, which the customer 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, the customer may contact the Data Protection Officer at the email address: [privacymt@lidl.com.mt](mailto:privacymt@lidl.com.mt). For more information on our data processing activities, please visit our Privacy Policy relating to the Lottery at <https://www.lidl.com.mt/easter-lottery-privacy-policy>
- 5.2. By accepting these Terms and Conditions, the customer hereby agrees and acknowledge that he/she has 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. Should these Terms and Conditions be amended at any time, the customer will be notified and will be prompted to read, understand and accept the same or to opt out of the Deluxe Easter Lottery.
- 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. 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 have provided inaccurate information upon entering the Prize Draw; (iii) to be acting in violation of these Terms and Conditions; or (iv) to have gained unfair advantage in participating in the promotion or won using fraudulent means. Any violation of these Terms and Conditions 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 Lidl Plus App. Numerous factors outside the control of the LIDL may interfere with the operation of the App for which LIDL accepts no responsibility, including but not limited to, any difficulties in delayed or corrupted data.

- 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 App, 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. Except in cases of fraud and/or gross negligence, 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 said participants' and Winners' non-observance with 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. LIDL reserves the right to investigate and reject claims it believes could be of a fraudulent nature. Should the investigation conducted by the LIDL specially appointed team positively affirm that a claim be upheld as fraudulent, LIDL reserves the right to pursue damages against individuals and/or entities in connection with such claims.
- 7.9. In an Event of Force Majeure, 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 Winner does not receive any or all components of the Prize as a result of such. 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.

## 8. General

- 8.1. LIDL reserves the right to amend these Terms and Conditions at any time without prior notice. The latest version of the Terms and Conditions would always be available at [www.lidl.com.mt/deluxe-easter-lottery-terms-and-conditions](http://www.lidl.com.mt/deluxe-easter-lottery-terms-and-conditions) and such Terms and Conditions shall supersede any previous version. It is the customer's responsibility to ensure that the customer is 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, the customer first lodge a complaint with our customer service centre in order to resolve or clarify the matter. Customer service is available on:
  - 80062777, from Monday to Friday, from 8.30am to 7.00pm; Saturday from 8.30am to 12.30pm. It's available only in English from Malta on some service providers;
  - the contact form on this link:  
<https://customer-service.lidl.com.mt/SelfServiceMT/s/contactsupport> ; and e-mail to [info@lidl.com.mt](mailto:info@lidl.com.mt)
- 8.4. Should you have any reason to complain about, any decision taken relating to the validity of your participation, you can reach out to The Complaints and Conciliation Directorate established under the Fourth Schedule of the Malta Competition and Consumer Affairs Act (Cap. 510). In addition, under Subsidiary Legislation 583.08 Gaming Player Protection Regulations, you also may lodge any complaints with the Authority's Player Support Unit if you have reason to believe that any aspect of the gaming service is unlawful, or conducted in a manner which is not safe, fair or transparent.
- 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.