

CHEER WITH LIDL LOTTERY-2025

TERMS AND CONDITIONS

These Terms and Conditions (the “**Terms and Conditions**”) govern the participation in the 2025 edition of the CHEER WITH LIDL Lottery (the “**Lottery**”) run by Lidl Malta Limited (“**LIDL**”, “**we**”, “**us**” and “**our**”), having company registration number C36317 and registered office at Vassallo Business Park, Burmarrad Road, Naxxar NXR 6345, Malta. The Lottery shall consist of three (3) draws (the “**Draws**”) consisting of two (2) winners each as further described in clause 3, and, shall be referred to as the “**Prize Draws**” within these Terms and Conditions.

1. Participation

- 1.1. To be eligible to participate, the customer needs to be resident in Malta or Gozo and be over eighteen [18] years of age and be owners of an active Instagram Account.
- 1.2. Participation in this lottery will be registered when the customer follows Lidl MT Instagram profile, adds a comment and tags at least one [1] friend.
- 1.3. Should the participating customer choose to modify or terminate their Instagram Account or remove the comment in which their friend is tagged, and this over the period indicated in clause 2 below, all their respective participation/s will automatically be revoked and considered to have never taken place.
- 1.4. Each customer can participate only one [1] time during the “Period of the Lottery” as defined within clause 2 below.
- 1.5. As according to the Laws of Malta, all entrants must be aged 18 years or over on the day they enter the Lottery. Customers will only be able to receive a Prize on LIDL’s receipt of the declaration form mentioned in Clause 3.6 hereunder. LIDL Malta reserves the right to void any transactions with minors or defaulters and to confiscate all winnings, if any, in order to return the minor to the state the minor was in prior to playing. Proof of age, in the form of a valid ID card, passport or driver’s licence, will be required before delivery of the Prizes.
- 1.6. 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.
- 1.7. 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 6th October 2025 until Wednesday 26th November 2025.
- 2.2. There will be three (3) promotional phases according to the following schedule. Users, by participating according to the indicated methods, will compete in the drawing for the tickets up for grabs for the match of the relevant match.

Phase	Registration and Participation (from-to)		Prize Draw Date	MGA Permit	Winners	Matchday	Match Date
.....1	06/10/2025	08/10/2025	09/10/2025	MGA/CCG/184/2025	2	Hamrun Spartans vs Lausanne-Sport	23/10/2025
2	10/11/2025	12/11/2025	13/11/2025	MGA/CCG/185/2025	2	Hamrun Spartans vs Lincoln Red Imps	27/11/2025
3	24/11/2025	26/11/2025	27/11/2025	MGA/CCG/186/2025	2	Hamrun Spartans vs Shakhtar Donetsk	11/12/2025

3. The Prize Draws

- 3.1. There shall be total of six (6) winners (each a “**Winner**”).
- 3.2. The following are the prizes that will be awarded by LIDL following the Prize Draws:
 - 3.2.1. DRAW01: the first two (2) names drawn shall receive a pair of stadium entrance tickets (winner and companion) to attend the UEFA Conference League match Hamrun Spartans vs Lausanne-Sport that will be held at Malta National Football Ta’ Qali Stadium on 23rd October 2025.
 - 3.2.2. DRAW02: the first two (2) names drawn shall receive a pair of stadium entrance tickets (winner and companion) to attend the UEFA Conference League match Hamrun Spartans vs Lincoln Red Imps that will be held at Malta National Football Ta’ Qali on 27th November 2025.
 - 3.2.3. DRAW03 the first two (2) names drawn shall receive a pair of stadium entrance tickets (winner and companion) to attend the UEFA Conference League match Hamrun Spartans vs Shakhtar Donetsk that will be held at Malta National Football Ta’ Qali on 11th December 2025.
- 3.3. The prize draw will be based on the database of the handles of those who have correctly liked the LIDL Instagram profile, adding a comment and tagging a friend as stipulated in 1.2 above. The selection of Winners will be done through the use of an authorised random key generator operated under direct supervision of an official representative of the Malta Gaming Authority (MGA).
- 3.4. During the Draw, an additional twenty (20) names will be drawn at random (the “Reserves”). The Reserves shall be ranked according to their positioning in the Draw. In the event that any 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 drawn customer will be contacted directly by the social media manager of the Lidl Malta Instagram page – requesting necessary contact details which will be shared with **JP Advertising Limited**, an affiliate of LIDL Malta. The required details include Name, Surname, date of birth, Email and Mobile Number.

- 3.6. Each name drawn shall be contacted directly via email by **JP Advertising Limited**. Each Winner shall be required to fill in a legally regulated declaration form through which they will be solemnly declaring to be over the age of eighteen (18) and that they were eighteen (18) or over at the time of entering the lottery and legally consented to play in games of chance, and not a current employee or associate of LIDL as described in clause 1.5 to 1.6 above. Furthermore, , a participant will be required to send an image of their ID Card, passport or driver`s licence to verify their status and age (*in such a case, once the details are confirmed, the digital image of the ID card, passport or driver`s licence will immediately be deleted without any copy being retained*).
- 3.7. If the winner does not send the required form and/or documents within the time stipulated in said form, a Reserve (as defined in clause 3.4 above) will be contacted. For any information on prize validation, please contact customer service through the page <https://customer-service.LIDL.com.mt/SelfServiceMT/s/contactsupport> or by calling 800 62 777 (Mon - Fri 8:30 a.m. - 7 p.m. Sat 8:30 a.m. - 12:30 p.m.).
- 3.8. The winning participant will then be notified by e-mail, using the address provided at point 3.5 above, no later than 12 days prior to the respective match date. The notification of the prize will include a personalised link that leads to an additional registration platform where the winning participant will be prompted to provide the required details for both themselves and their companion.
- 3.9. If the winning participant does not complete the required form to claim the prize or does not provide their or their companion`s details (or both), a replacement winner will be selected from the reserve list [20 reserves] effected during the same draw as detailed above. The winning participant is responsible for the accuracy of the e-mail address provided. Cash payment of prizes, payment in kind or exchange of prizes is not possible. Should the individual Winner consent so through a specific consent form signed for this purpose, their respective details [Name and Surname or Initials] will be published on LIDL Malta`s website and on the Lidl Malta Facebook and Instagram social media pages and this subject to clauses 6.1 and 6.2 below.

4. The Prizes

- 4.1. Should any Winner 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.
- 4.2. 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 Vassallo Business Park, Burmarrad Road, Naxxar NXR 6345, Malta (hereinafter "**Lidl**"), as the Data Controller, informs the customer under articles 13 and 14 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 participation in the Lottery through a valid

comment on Lidl's official Instagram page, consisting of their Instagram username, user ID, the date, time, and text of the comment, as well as, only in the event that the customer wins, name, surname, date of birth, e-mail address, mobile phone number, a copy of the customer's identity document and a signed declaration stating that the winner is not employed by Lidl and that they had attained the age of 18 before they entered the Lottery, is subject to and will be processed in order to allow for the customer participation in the Lottery, to eventually claim the prize 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, 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 (including Lidl Italia S.r.l a socio unico with registered office at Via Augusto Ruffo 36, 37040 Arcole (VR), Italy and Lidl Stiftung & Co. KG with registered office at Stiftsbergstraße 1, 74172 Neckarsulm (Germany), our agents and third parties that provide services to us (including JP Advertising Limited with registered office at JPA, Msida Valley Road, Msida MSD 9020, Malta) and third parties to whom disclosure may be required for the customer's participation in the Lottery, all located within the European Union (EU) or the European Economic Area (EEA), including Ireland and the Netherlands where the server hosting the Customer's personal data is located. The customer's personal data shall be held throughout the duration of the Lottery and in any event, until 30th June 2026 at the latest, with the exception of the customer's identity document, which may be requested in order to verify the customer's status and which will be deleted immediately after the confirmation of the data without any copy being retained. Additionally, Lidl would like to inform that accepting the awarded prize will require accessing a registration platform and providing mandatory personal data for the individuals who will benefit from the prize. This data will be used solely for organizational purposes. The platform's terms and conditions, as well as the specific privacy policy, will thoroughly explain this process. However, refusal to provide personal data will result in the impossibility of accepting the prize. Finally, Lidl reserves the right to publish the names of the winners on the website www.lidl.com.mt within the section dedicated to the Lottery, and on the Lidl Malta Facebook and Instagram social media, exclusively with their prior consent (Article 6, paragraph 1, letter a) GDPR), which will be requested after the prize has been awarded. This consent can be revoked at any time with future effect without affecting the lawfulness of the processing carried out up to the point of revocation. According to art. 12-23 of the GDPR, the customer, as the data subject, 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 by post at Data Protection Office, c/o Lidl Malta Limited., Vassallo Business Park, Burmarrad Road, Naxxar NXR 6345 or by email at 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/cheerwithlidl-lottery-privacy-policy>

5.2. By accepting these Terms and Conditions, the customer agrees and acknowledges that they have been provided with LIDL's privacy policy.

5.3. By accepting these Terms and Conditions, the Customer also hereby declares that they have attained the age of 18, and that they are not employed or affiliated with Lidl.

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 CHEER WITH LIDL 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, App system, 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 or on filling in the Declaration Form following the 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 Instagram App [simply referred to as App from this point forward]. Numerous factors outside the control of 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 <https://www.lidl.com.mt/cheerwithlidl-lottery-TC> 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 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 CHEER WITH LIDL Lottery. 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:

- 800 62 777, 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

- 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.