

**TERMS AND CONDITIONS OF THE PROMOTIONAL INITIATIVE**  
**“MONSIEUR CUISINE SMART - 100% Cash Back”**

**1. PROMOTER**

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.

**2. DURATION**

This promotional initiative will be valid from 19/02/2024 to 25/02/2024.

**3. PROMOTED PRODUCTS**

This promotion will concern the Monsieur Cuisine Smart product (hereinafter “Promoted Product”). Promotion is valid until stocks last.

**4. TARGET RECIPIENTS**

Customers over the age of eighteen (18) who are resident/domiciled in Malta and who purchase the Promoted Product at Lidl stores in Malta and Gozo, using the Lidl Plus app at checkout at the time of purchase (hereinafter “Target Recipients”).

**5. METHOD OF PARTICIPATION**

All Target Recipients who, during the promotional period from 19/02/2024 to 25/02/2024, purchase the Promoted Product at a Lidl store, using the Lidl Plus app at checkout at the time of purchase, and who register their information and purchase receipt details via the online form accessible on the [www.lidl.com.mt](http://www.lidl.com.mt) website, may participate in this promotion and receive ten (10) Lidl vouchers, each having a unit value of forty euro (€40.00).

The information and details registered on the website will be verified by Lidl Malta and a third-party agency and used to send to the Target Recipients a booklet with the Lidl vouchers (hereinafter “Voucher”) via courier. The requested details will be the following:

- name and surname;
- email address;
- telephone number (number inserted in Lidl Plus);
- physical home address;
- receipt details: time and date of purchase, operation number and store code;
- Lidl Plus card number.

The online form will be available until April, 1<sup>st</sup> 2024.

It should be noted that the Voucher booklet may be used from June 2024 onwards, and only after the relevant details stated above have been verified as correct.

See point “6. FEATURES OF THE LIDL VOUCHER” for full details.

The Lidl Plus app can be downloaded free of charge from the App Store for Apple customers, or the Google Store or Huawei App Gallery for Android consumers.

A Target Recipient may purchase more than one (1) Promoted Product during the promotion period, but for the Target Recipient to benefit from multiple offers the Promoted Product must be purchased via separate receipts. For example:

- a Target Recipient, who purchases one (1) Promoted Product appearing on a single receipt will receive one (1) booklet of ten (10) Vouchers of forty euro (€40.00) each, in accordance with the terms set out in this point 5;
- a Target Recipient, who purchases two (2) Promoted Products appearing on a single receipt will still receive one (1) booklet of ten (10) Vouchers of forty euro (€40.00), each in accordance with the terms set out in this point 5;
- a Target Recipient, who purchases **two** (2) Promoted Products appearing on **two** (2) different receipts (one on each receipt), will receive two (2) booklets of ten (10) Vouchers of forty euro (€40.00) each. The same conditions set out in this point 5 will apply to each booklet of Vouchers. Target Recipients, therefore, will receive two (2) Vouchers per month rather than one (1), which however can only be used on two (2) different purchase occasions.

If a Target Recipient exercises their right to return the Promoted Product within thirty (30) days of purchase, they will be excluded from participating in this promotion.

**6. FEATURES OF THE LIDL VOUCHER**

A booklet of ten (10) Vouchers in total, each with a unit value of forty euro (€40.00), that can be used monthly (one per month), will be delivered to the Target Recipient's home address which the Target Recipient has indicated in the online registration form by 03/06/2024. Should the Target Recipient 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 Target Recipient.

Each Voucher will be valid for use throughout the relevant calendar month indicated on the Voucher. The first Voucher will be valid for use throughout June 2024. Subsequent Vouchers will be valid for use as indicated below:

<b>Number of the Lidl voucher</b>	<b>Month of validity</b>
<b>1</b>	June 2024
<b>2</b>	July 2024
<b>3</b>	August 2024
<b>4</b>	September 2024
<b>5</b>	October 2024
<b>6</b>	November 2024
<b>7</b>	December 2024
<b>8</b>	January 2025
<b>9</b>	February 2025
<b>10</b>	March 2025

The Vouchers are each redeemable against one (1) single purchase and are only valid within the abovementioned monthly periods.

The Vouchers cannot be exchanged for cash.

The Vouchers may be used for purchases lower than forty euro (€40.00); however any unutilized amount shall be forfeited by the customer and the residual value may not be redeemed.

The 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).

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:

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

The Vouchers can only be used in Lidl stores in either Malta or Gozo.

Other specific terms of usage apply:

- these are named Vouchers and can only be used upon verification and presentation of an ID Card or equivalent official identification document, as recognized by Lidl in its sole discretion. Lidl reserves the right not to honour Vouchers bearing the names of persons different to those on their ID Card (or equivalent official identification document) as presented to the cashier as well as not to honour any Voucher issued in the name of a minor under the age of eighteen (18);
- the named Vouchers are non-transferable, non-exchangeable, non-refundable and cannot be resold;
- Lidl will not replace any lost, damaged, mutilated or stolen Vouchers. Lidl reserves the right not to honour any Voucher which may be so damaged or mutilated. All taxes, costs, liabilities and unspecified expenses associated with the usage of the Vouchers are the sole responsibility of the Target Recipient.

Lidl shall not be liable in the event that a Voucher has been lost, damaged or stolen following delivery of the Voucher booklet to the Target Recipient.

No responsibility will be taken by Lidl if a Target Recipient is not able to use a Voucher or the Voucher booklet generally for any reason howsoever arising.

## **7. ADVERTISING OF THE PROMOTION**

This promotion will be advertised using promotional material within Lidl stores, at [www.lidl.com.mt](http://www.lidl.com.mt) and on the Lidl Plus app which is made available to customers.

The promoting company reserves the right to use other means of communication, such as tv and radio adverts, to bring the content of this promotion to the attention of its customers. Advertising messages will be consistent with these terms and conditions.

## **8. AVAILABILITY OF THE TERMS AND CONDITIONS, CUSTOMER SERVICE AND CONTACTS**

These terms and conditions will be accessible to the Target Recipients at [www.lidl.com.mt](http://www.lidl.com.mt) and in the dedicated section of the Lidl Plus app.

We would strongly advise that, in the event of a dispute, the Target Recipient first lodge a complaint with our customer service center 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).

For further information on the initiative, please see the FAQs on the website [www.lidl.com.mt/monsieurcuisine](http://www.lidl.com.mt/monsieurcuisine)

## **9. PRIVACY**

LIDL Malta Limited., with registered office in Vassallo Business Park, Burmarrad Road, Naxxar NXR 6345, Malta (hereinafter "LIDL"), as Data Controller and Promoter of the promotional initiative "Monsieur Cuisine Smart - 100% Cash Back", 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 provides upon registration to the promotional initiative such as name, surname, telephone number, email address and shipping address, LIDL Plus card number, data regarding the customer's receipt (date and time of purchase, transaction number, store code) is subject to and will be processed in order to allow for the customer participation in the promotional initiative 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 promotional initiative. 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)) and Republic of Ireland and the Netherlands because the server is located there, our agents and third parties that provide services to us (including J.P. Advertising Limited located 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 promotional initiative. The customer's personal data shall be held throughout the duration of the promotional initiative and, in any event, until no later than 31st March 2025. 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).

By accepting these Terms and Conditions, the customer hereby agrees and acknowledge that he/she has been provided with LIDL's privacy policy.

By accepting these Terms and Conditions, the Customer also hereby declares that they have attained the age of 18.

## **10. MISCELLANEOUS**

The promoter does not assume any responsibility for any issue with access, obstruction, malfunction or difficulty in connection with the Lidl app, technical tools, computer, telephone line, cables, electronics, software and hardware, transmission and connection, Internet connection, incompatibility due to operating software release updates, accessibility, and mobile and fixed telephone network that might prevent the Target Recipient from accessing the relevant service.

The Promoter shall further not be responsible for any problems caused by the configuration of the user's smartphone that might affect the services of the Target Recipient during use.

The Promoter reserves the right to make changes or additions to these terms and conditions, which changes or additions will be communicated thereto by the methods used for disseminating the original conditions of participation.

The images and colours used to depict all promotional material are for information only.

Participation in this initiative entails the Target Recipient's full, unconditional acceptance of the conditions, rules and clauses contained in these terms and conditions without any limitation.

For any dispute, these terms and conditions shall prevail and the court of jurisdiction shall be that of the Target Recipient.

Except in cases expressly provided for by law, the promotional initiative governed by this document is subject to Maltese law.

## **11. BREACH OF PROMOTION RULES**

Any participant in the promotion acting in bad faith, participating in the initiative using false information or who, in any way, vitiates the promotion, will be excluded automatically and the award of their Vouchers will be cancelled. Any participation considered fraudulent will be reported to the competent authorities and may be the subject of legal action. Any unlawful or illegal action to obtain any additional advantage during this promotion will be considered fraudulent and lead to the automatic cancellation of the assignment of any Vouchers, without prejudice to any other penalties or compensation provided for by law that might be applicable to the case.