Terms and Conditions Lidl Plus

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1 Area of Application and Relationship to other Regulations

These Lidl Plus terms and conditions ("**terms and conditions**") regulate the participation in the customer service programme Lidl Plus ("**Lidl Plus Service"**). The Lidl Plus Service is operated by Lidl Stiftung & Co. KG, Stiftsbergstraße 1, 74172 Neckarsulm, Telefon: 80062777, E-Mail: info@lidl.com.mt (hereinafter referred to as "**Lidl Stiftung"** or "**we"**). However, Lidl Stiftung is entitled to involve subcontractors and /or other Lidl Group companies, or both ("**Lidl Companies"** or "**Lidl"**) to provide the Lidl Plus Service. The Lidl Plus Service is directed at consumers ("**user**" or "**you**"), who, for example, wish to reserve products or use other Lidl Plus functions or receive the information personalised by Lidl via the Lidl App about offers and specials from Lidl and selected cooperation partners, which correspond as strongly as possible with the relevant person's interests. Lidl Plus thus aims to provide the users with more relevant content and in particular to avoid the user being sent information that is not of interest to the user. The basis for determining relevant content is the purchasing and usage behaviour with regard to the products and services of the Lidl Companies, as described below.

Through the password-protected Lidl Plus Account you can view, access, manage and edit your data from various Lidl Plus Services of the Lidl Companies as defined above, such as the Lidl Plus app, etc. ("**Online Lidl Plus Service**") at a central storage location ("**Account**" or "**Lidl Plus Account**"). Once you have registered with an Online Lidl Plus Service, the Account allows you to use the Online Lidl Plus Service with the same username and password, provided the Account is included in the corresponding Online Lidl Plus Service.

The service is made available on the basis of the following terms and conditions. You can consult and save or print out the currently valid Terms and Conditions at any time here. We do not save the text of these Terms and Conditions after it has been concluded.

2 Conditions for Participation

You must be 18 years of age and a consumer in terms of the Consumer Affairs Act (Chapter 378 of the laws of Malta), to register and use for our service. Participation can only take place for private use.

Participation by a trader – a person acting for purposes relating to his trade, business, craft or profession - as defined by article 2 of the Consumer Affairs Act is excluded.

3 Registration, Account and conclusion of contract

To make use of the Lidl Plus Service, you must create an Account.

You may apply to join and use the Lidl Plus Service and to use the functional scope of the service by providing all the information requested in the registration process, including your Account username and password ("Login Data") and clicking on the "Sign up Now" button. We will verify your mobile phone number during the registration process by sending you an SMS with a confirmation code. This verification

is required to complete the registration process. You will not incur any costs as a result of this offer. Until you click on the “Sign up Now" button, you can cancel the registration process at any time by closing the Lidl App or change the information you have provided by deleting, adding or correcting the information provided in the various fields or by closing the app.

After completing the registration process, you can change the information provided in your personal Account at any time.

Once we have received your application to join the Lidl Plus Service, we will send you an email to the email address you provided during registration in order to confirm that we have received your application and that you have been registered to use the Lidl Plus Service (“Confirmation Email”). This Confirmation Email will also include a verification link that you need to click on to verify your email address and link it to your Account. You will also automatically be assigned a Lidl Plus customer number when you register.

We have the right to deny the creation of an Account in individual cases without stating a reason.

The e-mail address and mobile phone number that you give must not have been already used for another account. It is also not permitted to give an e-mail address, mobile phone number or other contact data that do not belong to you. You may not use temporary addresses to set up various accounts either. You must store your access data safely. It is not permitted to allow other persons access to your Account.

Every interaction with Lidl that takes place through your Account is attributed to you. This is also the case if a third person acts via your account, regardless of whether they gained access to your Account by your actions or your failure to act. It is your duty to inform us immediately about any unauthorised use of your account and to change your access data if you suspect your Account has been used by another person(s).

You can join the Lidl Plus Service via:

- the Lidl App
- our websites: www.lidl.mt; https://recipes.lidl.com.mt/
- monsieur-cuisine.com/mt

The English language is available for the conclusion of the contract.

The Account is only supported on Android devices whose default browser is Google Chrome.

Registration and access to your Lidl Plus account may alternatively take place via third parties (such as Google or Apple), where such services are made available. In this case, authentication is carried out directly through your respective third-party account. In all other respects, the registration process corresponds to the one described under section 3 above.

If you later withdraw the consent you granted in your third parties account, you can still log in to Lidl Plus. In this case, access will be provided via a one-time password, which we will send to you by SMS or email.

If you register through your Apple account and select the "Hide My Email" option, Apple will generate a unique email address to keep your personal email private. All our Lidl's communications will be forwarded to your personal email via this relay address.

Please note that using the "Hide My Email" option may occasionally cause technical delivery errors or delays, beyond Lidl's control, even if email forwarding remains enabled.

Furthermore, you have the option to manually deactivate the email forwarding at any time through your iOS Device settings. If you choose to disable email forwarding, we will no longer be able to deliver any communications to you, regardless of whether they are commercial or transactional. This may severely impact your user experience and our ability to provide our services properly. Consequently, Lidl assumes no liability for any service disruptions, missed information, unreceived notifications or negative consequences resulting from your use of the "Hide My Email" option or your deactivation of Apple's email forwarding service.Further information about data processing in connection with access via third parties account can be found in our Lidl Plus Data Protection Notice.

4 Subject of the Service when using the Lidl Plus App

This section applies only for usage of the Lidl Plus Service. The "Use of the Lidl Plus Service" within these Terms and Conditions means the use of the Lidl App from the first log in in your Lidl Plus Account, which may take place automatically after successful registration. Section 6 applies to the use of the reservation function.

4.1 Tailored Information

The purpose of the Lidl Plus Service is to send you or display in the Online Lidl Plus Service information as tailored to your needs as possible and – insofar possible – also design our offers and services for you in a personal way.

By participating in Lidl Plus, you do not commit to paying a money price. However, in order to use the service, it is necessary to provide the data listed in this section.

With Lidl Plus you will benefit from a wide range of Lidl Plus Services tailored to your needs. This contains among other things offers specially matched with your needs and desires, the participation in competitions, discounts, and special offer actions. To this end, we will try to determine your interests and preferences in relation to products and services offered by Lidl.

4.2 Data Collection and Storage

We use the data that you provide us to find the most suitable offers for you.

4.2.1 Registration for Lidl Plus Services

As part of the registration process, we request the following customer data: first name, date of birth, e-mail address, mobile phone number and password. It is optional to provide us your: salutation and gender. You may activate the "Stay logged in" function for convenient login. Activating this function sets a permanent cookie (for 12 months) in your device's browser for automatic recognition whenever you access the Lidl Plus Account. You can however delete this cookie at any time via the browser settings.

When you first register with an Online Lidl Plus Service (i.e. without having previously registered with another Online Service), you will automatically set up the Lidl Plus Account. But if you have already registered with another Online Lidl Plus Service that is integrated with your Lidl Plus Ac-count, you can simply log in to another Online Lidl Plus Service that interacts with Lidl Plus using your existing login details. If the Lidl Companies offer new Online Lidl Plus Service in the future, you may also be able to use it via your Lidl Plus Account. Other terms of use may specifically ap-ply to that new Online Lidl Plus Service. The Lidl Plus app's single sign-on function gives you a cross-portal identity that the connected Online Lidl Plus Service recognises and verifies and that you can manage via the Lidl Plus Account. The Lidl Plus Account allows you to view, access, man-age and correct your information from various Online Lidl Plus Service. The Lidl Plus Account stores your customer details and information as well as the customer details and information provided for other Online Lidl Plus Services. Your Account gives you centralised access to your customer details, login data, any information about your circumstances and interests that you voluntarily provide on the "About me" section, and in-formation about your preferred payment methods and your purchase/order history. Your data may be transferred to the corresponding Online Lidl Plus Service when you use a particular offer to make the whole process of using that Online Lidl Plus Service as simple as possible and, if necessary, to carry out the transaction in question.

When using Lidl Pay on the Lidl Plus app, you may set up a "two-factor authentication" for all your Online Lidl Plus Services. If you do, you will need to also enter a verification code every time you log in to your Account, which you will receive on the mobile phone number or email address you used to register.

You can deactivate the two-factor authentication at any time on the Lidl Plus app or mark a device as trusted. But if you do, you will not be able to use the Lidl Pay mobile payment service.

4.2.2 Data from Lidl Plus App

If you have voluntarily provided certain information about your circumstances and interests in your Lidl Plus Account, we may also use this information for other Online Lidl Plus Services (in particular to send you personalised offers).

4.2.3 Store Visits

When you identify yourself during your store visit at either the cash register, we record the store you visited, the products purchased or returned according to amount, type and price, the coupons used, the receipt total, the average amount of your receipts over a period of time, the frequency of your purchases as well as time of payment process and payment type.

At the till you identify either with your digital customer card or with the mobile phone number provided at registration. Coupons in Lidl Plus are only taken into account during the checkout process if you have activated them beforehand in Lidl App under "Coupons".

4.2.4 Customer Service

When you contact the customer service of the Lidl Companies, we process the data that you supply in this context.

4.2.5 Tracking data from the Online Lidl Plus Service

If you have consented to us processing tracking data in the Online Lidl Plus Service to use it for Lidl Plus, we will also use this information to pick the best possible offers for you.

Please refer to our **Lidl Plus Data Protection Notice**.

4.2.6 Product reservation

If you reserve products via the Lidl Plus App and purchase them in your local store, we also collect information about your use of our reservation service and the products purchased.

4.2.7 Offers from Partners

Within the Lidl Plus App you will sometimes, e.g. as part of discount specials, have the option to receive special offers from cooperation partners. Generally, these offers contain generic or individualised identification number (promotion code) assigned by the partner firm, which you must present or which is read when you are redeeming the voucher etc. with the cooperation partner. In some cases, to avail of the offer, instead of the promotional code you must identify as Lidl Plus customer using a QR code or your digital customer card. The coupons are not our offer; reception and use of these offers are therefore exclusively subject to the terms and conditions and data protection information of the cooperation partner concerned. As such Partner Offers may be amended and/or removed from time to time by the offering cooperation partner. The partner firms will inform us as to how coupons, vouchers, and promotional codes etc. may be redeemed. Insofar as the function “Offers from Partners” contains external links (hyperlinks) to websites of third parties, these linked websites, and the content therein, are exclusively subject to the responsibility of the relevant operator. In the event that a special offer shall be granted within Lidl Plus for contracting services of our cooperation partners, the latter will provide us with your

contact details (email address and telephone number) so that we can correctly assign the offer to your account.

4.2.8 Lidl Pay

General

Lidl Plus also gives you access to a Mobile Payment free service ("Lidl Pay"), which allows you to register with your credit or debit card to conveniently pay for your purchased goods or services exclusively in the Lidl stores with your mobile device at various payment locations (e.g. checkout etc.). You can use credit and debit cards of Visa, Mastercard and Maestro for this service. The use of the mobile payment function may be subject to additional conditions and data protection notices of the payment service providers involved. The required registration within Lidl Plus takes place in a protected environment of the payment service provider concerned.

Subscribing to the Lidl Pay service therefore allows you to connect the payment instrument that you intend to use at Lidl stores with the Lidl Plus card.

Card registration process

You can register several credit or debit cards to use with Lidl Pay. Before you can create a card for the first time, you are asked to create a personal passcode, which is necessary to log in and use the Lidl Pay service. This passcode does not correspond to your credit card PIN, so you can use any number. If you use other methods for authentication, you may be subject to the terms of use and privacy notice of the respective providers (e.g. of Apple if you use TouchID or FaceID). Once the passcode is created, for the purposes of the initial card registration or the addition of additional cards you will be redirected to a secure website of the payment platform provider for card registration within Lidl Plus, where you will be asked to provide information such as card number, expiry date, credit card verification number (CVV2), name and surname. When you confirm the registration in the form, a so-called token is generated after the payment service provider has checked the data, which is stored in your Lidl Plus customer profile. This token is an identifier that does not contain any card data and is only used by the payment service provider to assign the Lidl Plus card to your credit or debit card during a transaction.

Upon successful card registration, the payment service provider will send us the first 6 or 8 (depending on the length of the Bank Identification Number) and the last 4 digits of your card number as well as the expiration date of the card in addition to the token and assign them to your Lidl Plus customer profile.

Payment process

When you call up your digital Lidl Plus customer card, you can use a slider to specify that you want to use mobile payment at the checkout. This setting is retained until you change it again. If you have selected mobile payment, before each payment transaction you must enter the passcode selected in the Lidl Pay service activation

phase to generate the digital code. This code is valid for 15 minutes. After these 15 minutes, you will need to create a new code.

During the payment process, the token that identifies your credit card is sent to the payment service provider together with the amount to be paid and other transaction-specific data. As soon as the payment service provider confirms the transaction, your purchase of goods or services is completed and you receive your invoice with the corresponding card transaction data as with any other purchase of goods or services by credit or debit card.

In order to be able to carry out the payment transaction in accordance with the statutory provi-sions of Directive (EU) 2015/2366 ("**PSD 2**") as transposed in the Financial Institutions Act (Chap. 376 of the laws of Malta) and the rules and regulations issued thereunder and the Central Bank of Malta Directive No. 1 in terms of Central Bank of Malta Act (Chap. 204 of the laws of Malta) as well as the Commission Delegated Regulation (EU) 2018/389 of 27 November 2017 supplementing Directive (EU) 2015/2366 of the European Parliament and of the Council with regard to regulatory technical standards for strong customer authentication and common and secure open standards of communication, we enable your credit institution or the issuer of your means of payment (such as your debit or credit card) to carry out customer authentication and preliminary risk analyses with the help of our service providers in order to assess the necessity of such customer authentication. This is to ensure that you use the means of payment yourself and not another person with fraudulent intent. This information relates in particular to your personal data, the current transaction and your previous payment history.

The Lidl Pay service does not involve issuing a new payment instrument with respect to the credit/debit cards registered on the Lidl Plus App and to the card registered and, from time to time, chosen by the user for the execution of the payment. With respect to the use of the aforementioned cards, any disputes relating to the authorizations collected may be raised in accordance with the regulations and provisions of the card issuer and the manager of the circuit to which they belong.

Handling the Lidl Pay passcode with care

You must (1) not communicate your Lidl Pay passcode to third parties, (2) store your Lidl Pay passcode separately from your mobile phone, and above all (3) not store your Lidl Pay passcode on your mobile phone's note function, for example.

Blocking Lidl Pay

In particular, we are entitled to block Lidl Pay for you in one of the following cases:

- we consider this to be necessary to protect our legitimate interests or those of the payment service provider,
- we consider or suspect that Lidl Plus or Lidl Pay has been used in a fraudulent manner or in way that is contrary to these Terms of Use,

- if you or the customer service have deactivated the so-called "two-factor authentication" for your Lidl Plus account. With two-factor authentication, you will also be asked to enter a verification code each time you log in to your Account, which will be sent to your mobile phone number or email address registered with us.

If Lidl Pay is blocked, you will no longer be able to process payments via Lidl Pay.

Deactivating Lidl Pay

In particular, we are entitled to deactivate Lidl Pay for you in one of the following cases:

- the Lidl Pay passcode or the credit or debit card expiry date are entered incorrectly five consecutive times.
- your credit or debit card expires.

Deactivating Lidl Pay means that you will no longer be able to process payments via Lidl Pay.

Forgotten passcode

In the event that you no longer remember your Lidl Pay passcode you have the option of changing your passcode and defining a new one without losing the data you have entered.

Depending on the payment details you have stored with Lidl Pay, you will need to perform a single or double security check to enter a new passcode. The security check may include a request for payment details, validation of the cell phone or other details such as the expiration date of the registered debit or credit card.

4.2.9 Lidl Points

General

With the Lidl Plus loyalty program, you can collect digital points ("Lidl Points") when you shop at a Lidl store. You can exchange your points for reward coupons available in Lidl Plus via the Lidl App. Lidl Points are issued and accepted by Lidl Malta Limited.

Collecting points

To collect points, you must identify yourself at the checkout during the payment process using your digital Lidl Plus customer card. The points are calculated on the basis of your purchase history and assigned to your Lidl Plus customer number. You will receive 1 point for every 1 euro you spend in Lidl stores. This applies to all purchases in Lidl stores (except press and publishing products, tobacco products, cigarettes, vouchers, prepaid and telephone cards and deposits).

Points are credited on the following day or, in any event, within no more than 48 hours from the time of purchase in a Lidl store ("availability"). You can view your current points balance at any time in the Lidl App under Lidl points → History.

Points can be collected for a maximum of the first 5 purchases per day.

During certain promotional periods, Lidl reserves the right to offer more favorable participation conditions, including the award of double or additional points for the purchase of certain products or product categories or on customers spending a particular amount in Lidl stores, including in connection with specific promotional or marketing initiatives, even if of limited duration.
Such initiatives will be duly communicated to users from time to time on the Lidl App and/or on the website www.lidl.com.mt.

Using your points and rewards

You can redeem your points in Lidl Plus when you reach the required points balance for reward coupons that include discounts for the product range in Lidl stores. The oldest points are always redeemed first. The points required in each case can be found in the rewards. When redeeming points, additional redemption conditions (including regulations on the validity period) may apply, which you can view on the details page of the respective coupon (before redeeming the points). To redeem the coupons in a Lidl store, you must activate them in Lidl Plus under the menu item "Coupons" and then identify yourself with your digital Lidl Plus customer card when shopping.

If a coupon that you have earned with Lidl points expires, you can contact our customer service, e.g. via our contact form in the app or by phone. Our customer service will extend the coupon or, if an extension of the coupon is not possible due to a sell-out of stock, credit the redeemed Lidl points to your points account.

Once points are converted into a coupon, the action is irreversible and the coupon cannot be converted back into points.

The points collected cannot be redeemed for cash or deducted as part of the purchase price in general.

You can currently redeem your points in Lidl stores. The reward can be redeemed at the checkout in all stores.

Conversion of points into gift cards or vouchers of third parties

Lidl points can also be converted into gift cards or purchase vouchers issued by third parties, if available in the Lidl App. The gift cards or the purchase vouchers are issued by the third parties and their use is subject to the terms and conditions established by the issuer. We are not responsible for any limitations, restrictions, usage terms or deadlines provided by the issuer of the gift card or the purchase voucher.

Expiry of points

Unused points expire 24 months after availability.

If you return purchases, the points earned for them will be deducted. We do not refund points for returned items that relate to coupons purchased with points. This may result in a negative points balance, which you can replenish with new points.

If you end your participation in accordance with section 10, your points will expire completely. In this case, there is no payment obligation on your part to compensate for a negative points balance.

Cancellation of Points

In the event of termination or deletion pursuant to Art. 10, any accumulated points will be cancelled.

Change of country

Points cannot be used beyond Maltese borders.

Points that have been collected during a purchase in a Lidl store in a country can only be redeemed for coupons that are also valid in that country. If the country is changed within Lidl Plus, the accumulated points will not be available in the newly selected country. They are available again when you switch back to the country originally selected in Lidl Plus. Points that you have collected while shopping in a Lidl store in a country other than the country selected in Lidl Plus are not available in the country selected in Lidl Plus.

4.2.10 Online Shop/other digital services

Lidl Stiftung receives from Lidl details about your use of the Lidl App or any other apps, websites or digital services belonging to Lidl-Companies such as the click and collect service, flower offers, travel offers, online receipts, Mr. Cuisine app, Lidl Home, etc. (especially selected and purchased products, payment and delivery method information, your responses to surveys, your participation in competitions, the products stored in your shopping basket, how often you shop, your tracking data, your selected favourite recipes, etc.) are, and if possible, allocate them to your person or your e-mail address or customer number. Furthermore the collected details will be matched with the information about your purchases in the on-site shop to be able to make you offers especially designed to your preferences and interests, to offer you participation in specials promotions and to better tailor a possible advertising approach, in particular in the form of newsletters.

4.2.11 Coupon Plus / Discount collector

Achieving certain spending targets may be rewarded with a coupon. We reserve the right to change your individual spending target thresholds and the value or nature of the corresponding coupons from time to time.

4.3 Data Analysis

The data described in section 4.2 is brought together in our database. We evaluate the data in accordance with the consent You have provided in line with the provisions of this clause 4 with the aim of finding such information about your interests, so that we will only send or show you information relevant to you. To determine possible product interests, we also use mathematical statistical methods. For this your personal data is compared with the data from other customers. Using this comparison, we can deduce what further products and specials, which had been of interest to customers with similar interests, may also be of interest to you or other customers. However, Lidl does not take legal responsibility that the data processing will always work in exactly the described way and you only receive offers that interest you. Furthermore, we create analytics about your use of Lidl App as well as user segmentation profiles. We associate this information with you for advertising purposes covered by this contract. We also gain general insights into the optimisation of Lidl App and the success of our advertising campaigns. We provide our advertising partners with statistically processed anonymous data on the success of their advertising campaigns for billing purposes. Our advertising partners cannot trace this information back to you personally (for other data transfers, please refer to the “Lidl Plus Privacy Notice”).

To stimulate your interest in product categories that you do not normally buy, you may receive offers for other product categories on Lidl Plus. It is also likely that certain groups of Users will receive different discount rates for the same product category in order to test Lidl’s commercial promotions.

5 General Conditions for Using the Service

5.1 Use

To use the Lidl Plus service, a valid mobile number, an e-mail address and a Lidl Plus Account is required.

To use the Lidl Plus, the participant must download the software from an app store. Specific software versions are available for different types of mobile phones. For technical reasons it may not be possible to offer a suitable software for some types of devices. If no suitable software is available for the mobile phone of the participant, this participant cannot use the services on the relevant device. However, Lidl Stiftung will make an effort to offer the software for as many different mobile models as possible. Due to the continuously changing product offering on the mobile end devices market, Lidl Stiftung cannot offer a current list of all mobile phones that are suitable for using the services.

The use of the service requires regular data transmission from your smartphone. The scope and frequency of data transmission depend on the type and scope of use of the services. You are responsible for the connection costs incurred for data transmission. The amount of such costs depends on the contract between you and the respective mobile phone provider. Full use of the service is not possible without a smartphone or Internet connection.

The cost to set up an internet connection and its maintenance on user side is not part of the Lidl Stiftung service. It is sole responsibility of the contractual arrangement between the participant and his internet provider.

The use of the Lidl Plus service also presupposes sufficient battery and screen brightness to scan the QR code during the check-out process.

The use of the Lidl Plus service on manipulated end devices (e.g. through jailbreaking/rooting) is not permitted.

5.2 Language

Lidl Plus supports English.

5.3 Access blocks

The Lidl Plus account is password-protected to ensure the security of user data.

5.4 Updates

Full use of the service requires regular updating of the Lidl app.

6 Function of reservation (Click & Pick)

This section applies to the use of the reservation function. The reservation is available only in Lidl Plus.

6.1 Subject

The reservation function enables you to reserve the products specified in more detail in the Lidl Plus and then pick them up at the local store of your choice. To do this, you must first register for the service via the Lidl Plus in accordance with Section 3. Please note that some products in our range are only available for a limited time. We therefore reserve the right to restrict or deactivate the reservation function in the Lidl Plus at any time without prior notice. The reservation may be subject to a maximum quantity limit.

6.2 Non-binding nature of the reservation

The reservations are non-binding, i.e. you are not obliged to pay a price. A reservation does not give rise to any main contractual obligations, i.e., a reservation neither obliges you to purchase nor does a reservation give rise to a claim on your part for the presentation or transfer of the products. Lidl Malta Limited is obliged to keep the product available for the user exclusively for the period indicated in the reservation confirmation, unless the user themselves cancels the reservation before the end of said period.

6.3 Reservation process

The reservation function in the Lidl Plus will automatically show you the products that are available in your selected shop. If the products are not available in the selected shop, you have the option to switch to another shop. You make a reservation by first selecting the product in the desired quantity in the Lidl Plus and clicking on "Reserve" to place the product in the shopping basket. Within the shopping basket, you can still change the quantity of the selected products within the permitted quantity or remove products from the shopping basket. The reservation is completed as soon as you click on " Confirm non-binding reservation " in the shopping basket. You will then receive a confirmation of receipt of your reservation to the e-mail address you provided and confirmed during registration. As soon as the re-served products have been deposited in the shop and are ready for collection, you will receive a collection notification by e-mail to the e-mail address you provided and confirmed during registration. The exact holding time of your reserved products in the selected shop can be found in the Lidl Plus as well as in the pick-up notification. It is not possible to extend the holding time in the shop. You can also track the status of your reservation at any time in Lidl Plus.

6.4 Collection and purchase in the shop

To collect your reserved products, please contact a branch employee at the selected store and inform them of the order number of the reservation - which can be found in your Lidl Plus, the reservation confirmation or in your collection notification. The purchase of the reserved products then takes place by paying for the products on site in the checkout area of the shop. The contractual partner is the Lidl company operating the selected shop.

6.5 Subsequent change and cancellation of the reservation

You can change or cancel fully or party the reservation at any time in the “Your Reservation” section in the Lidl Plus by clicking on the “Change” or “Cancel Reservation” button respectively. By clicking on the "Change" button, your previous reservation will be cancelled, and all your originally reserved products will be added to the shopping cart again. You can then edit the shopping cart and confirm the reservation again by clicking on " Confirm non-binding reservation ". If the reservation is not reconfirmed, no products will be reserved. After each change or cancellation of your reservation, you will receive a confirmation message to the e-mail address you provided and confirmed during registration.

As an alternative to cancellation or if cancellation of the reservation is no longer technically possible because the reservation is no longer in the "in preparation" status, you can also allow the reservation to lapse by not collecting the reserved products within the holding period specified in Clause 6.3.

6.6 History

As long as the reservation function is active in the Lidl Plus, your reservations will be displayed in your account.

7 Your Obligations

You must

- provide correct details at registration and update your profile should such details change,
- update your mobile phone number on the Lidl Plus immediately when it changes,
- keep your password secret and change in case of misuse or suspected misuse and
- use the service in correspondence with applicable legal regulations.

Please also note that we primarily use your mobile phone number to identify you as the authorised holder of your Lidl Plus Account.

It is therefore very important that your current mobile phone number is always stored on the Lidl Plus. This is the only way to ensure that you can access your Lidl Plus Account at any time, even if you forget your password, and to prevent unauthorised third parties from gaining access to your Lidl Plus Account if you change your mobile phone number.

8. Right of Withdrawal

8.1 Cancellation policy

Cancellation policy

Right of withdrawal

You have the right to cancel this contract within 14 days without giving any reason. The withdrawal period is 14 days from the day of the conclusion of the contract.

In order to exercise your right of withdrawal, you must send us

Lidl Stiftung & Co. KG

Stiftsbergstraße 1, 74172 Neckarsulm,

Telephone: 800 62777

E-mail: privacy@lidlplus.com.mt

by means of a clear declaration (e.g., a letter sent by post or e-mail) of your decision to revoke this contract. You may use the enclosed model cancellation form for this purpose, which is, however, not mandatory.

In order to comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

Consequences of the withdrawal

If you cancel this contract, we must reimburse you for all possible payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than the cheapest standard delivery offered by us), without delay and at the latest within 14 days of the day on which we received notification of your cancellation of this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged for this repayment.

If you have requested that the services begin during the withdrawal period, you must pay us a reasonable amount corresponding to the proportion of the services already provided up to the point in time at which you notify us of the exercise of the right of withdrawal with regard to this contract compared to the total scope of the services provided for in the contract.

8.2 Sample withdrawal form

Sample withdrawal form

If you wish to withdraw from the contract, please fill in this form and return it to:

Lidl Stiftung & Co. KG

Stiftsbergstraße 1

74172 Neckarsulm

Germany

E-mail: privacy@lidlplus.com.mt

I hereby withdraw from the contract concluded by me for the provision of the following service:

Lidl Plus

Name of the consumer: _____

Address of the consumer: _____

Signature of the consumer (only for communication on paper)

_____

Date

_____

9 Liability

The operators of the individual online services are solely responsible for the provision of their services. The Lidl Stiftung is not responsible for any claims resulting from this. The same applies to other contributions by independent third parties such as an Internet provider.

We shall be liable without limitation for intent and gross negligence as well as for damages resulting from injury to life, body or health.

We shall not be liable for slight negligence, including but not limited to the following scenarios, where:

- Lidl App does not work or only works in a limited way; or
- no or only a limited WLAN connection is available; or
- the scanning device at the checkout does not function properly; or
- the offers are not available.

In cases of slight negligence, we shall only be liable in the event of a breach of an essential contractual obligation.

This limitation of liability shall apply accordingly in favour of our employees, agents and vicarious agents.

Any liability on our part with respect to any guarantees and for claims raised in relation to our liability for defective products shall remain unaffected.

In all other respects, any liability on our part shall be excluded.

10 Termination, Deletion

Without prejudice to the right of withdrawal provided for by art. 7, the participant has in any case the right to end participation at any time without giving reasons, for example by pressing the function “Delete user account”.

A termination from the side of Lidl Stiftung is also possible at any time with prior notice of 14 (fourteen) days without giving reasons. The right of both parties to terminate for good cause remains unaffected. Specifically, Lidl Stiftung may consider cancelling your participation if you breach these Terms of Use. Until any incidents in this regard have been clarified, we may initially block your user data. By way of example but not limited to, we reserve the right to delete your Lidl Plus Account if you provide false information. Lidl Stiftung and User can cancel participation in the Lidl Plus Service for good cause.

The parties also have the right to terminate the contract for good cause. Good cause is especially deemed to arise in the case of a violation of these terms and conditions. In the event that the participant violates these terms and conditions, Lidl Stiftung will provide the participant with a reasonable period of time to cease or rectify the behaviour that constitutes a violation of these terms and conditions. This notwithstanding, should the participant’s behaviour be such that it causes serious impairment to Lidl Stiftung, Lidl Stiftung may immediately terminate the contract without prior notice.

11 Customer Service

If you have any questions, please contact our customer service at 80062777 or via the contact form: https://customer-service.lidl.com.mt/SelfServiceMT/s/contactsupport.

12 Final Provisions

The language of the contract is English.

Any disputes that may arise from or in relation to these terms and conditions, the laws of Malta shall apply, save, where applicable, the provisions of Article 6(2) of Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I), or any other legislative measure which may replace the said Regulation from time to time.

If the consumer qualifies as a consumer domiciled in a European Union Member State, jurisdiction shall be determined in accordance with the provisions of Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, or any other legislative measure which may replace the said Regulation from time to time.

If the consumer does not qualify as a consumer domiciled in a European Union member State, all disputes or claims arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the Maltese courts to which the parties irrevocably submit.