

Terms and Conditions Lidl Plus

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The following sections were amended in the last update: Section 1 / Section 3/ Section 4/ Section 5/ Section 6/ Section 8/ Section 9/ Section 10/ Section 11/ Section 12

<u>1</u>	<u>Area of Application and Relationship to other Regulations</u>
<u>2</u>	<u>Conditions for Participation</u>
<u>3</u>	<u>Registration, Account and conclusion of contract</u>
<u>4</u>	<u>Subject of the Service when using the Lidl Plus App</u>
<u>4.1</u>	<u>Tailored Information</u>
<u>4.2</u>	<u>Data Collection and Storage</u>
<u>4.2.1</u>	<u>Registration for Lidl Plus</u>
<u>4.2.2</u>	<u>Data from My Lidl</u>
<u>4.2.3</u>	<u>Store Visits</u>
<u>4.2.4</u>	<u>Customer Service</u>
<u>4.2.5</u>	<u>Tracking data from the Online Lidl Plus Service</u>
<u>4.2.6</u>	<u>Product reservation</u>
<u>4.2.7</u>	<u>Offers from Partners</u>
<u>4.2.8</u>	<u>Online Shop/other digital services</u>
<u>4.2.9</u>	<u>Coupon Plus / Discount collector</u>
<u>4.3</u>	<u>Data Analysis</u>
<u>5</u>	<u>General Conditions for Using the Service</u>
<u>6</u>	<u>Function of reservation</u>
<u>7</u>	<u>Your Obligations</u>
<u>8</u>	<u>Withdrawal</u>
<u>8.1</u>	<u>Right of withdrawal</u>
<u>8.2</u>	<u>Consequences of the withdrawal</u>
<u>9</u>	<u>Liability</u>
<u>10</u>	<u>Termination, Deletion</u>
<u>11</u>	<u>Customer Service</u>
<u>12</u>	<u>Final Provisions</u>

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, 74167 Neckarsulm, Phone: 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 at <https://www.lidl.com.mt/c/terms-of-use-lidl-plus/s10017323#11034724> . 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 " 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 " 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 our Lidl App.

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

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

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 Account, 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 apply 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 information 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.

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 [Privacy 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

Online Shop/other digital services

Lidl Stiftung receives from Lidl details about your use of the LidlApp 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.

4.2.9 Coupon Plus / Discount collector

Achieving certain spending targets in a month will 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 at the beginning of each month.

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

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.

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.

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 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. 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 partly 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 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, 74167 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.

8.2 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.

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

74167 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.