

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 (hereinafter referred to as “**Service**”) by using the mobile Lidl Plus Application (“Lidl Plus App”). The service is operated by Lidl Stiftung & Co. KG (hereinafter referred to as “**Lidl Stiftung**” or “**we**”). However, Lidl Stiftung is entitled to involve subcontractors and /or other [Lidl companies](#) (hereinafter referred to with Lidl Stiftung as “Lidl Companies” or “**Lidl**”) to provide the service. Some data processing requires the involvement of the Lidl-Group (hereinafter referred to as “[group of companies](#)”[insert hyperlink here]). The service is directed at consumers (hereinafter referred to as “**user**” or “**you**”), who want to receive the information personalised by Lidl about offers and specials from Lidl and selected cooperation

partners, which correspond as strongly as possible with the relevant person's interests. The use of the Lidl Plus App aims is also that the users receive more relevant content and that Lidl does not send such content 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. The service is made available on the basis of the following terms and conditions.

You can call up and save or print out the currently valid Terms and Conditions at any time at the end of the page. We do not save the text of the contract 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 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 our service, you must create an account.

You make a binding offer to register for the service and to use the functional scope of the service by clicking on the "Continue" button in the app and providing all requested information, entering the user name and password for your My Lidl Account ("Login Data") and clicking on the "Sign up Now" button ("Offer"). You will not incur any costs as a result of this offer. Until you click on the "Continue" button, you can cancel the registration process at any time 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.

Upon receipt of your offer to conclude the contract, we will send a confirmation of receipt of the offer ("order confirmation") to the email address you provided during registration. This order confirmation also represents our acceptance of the offer ("conclusion of contract") and contains a verification link. The service can be used as soon as you have received the order confirmation.

Because we are offering the service voluntarily and at no cost to you, 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 cannot be allocated to 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, especially so called "throw-away e-mail addresses". 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, if this third person was able to use your account due to your negligent behaviour. 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 have the following options for registration with Lidl Plus:

- via our Lidl Plus App, which is available for various mobile platforms.

During the registration process, a customer number is automatically assigned to you.

4 Subject of the Service when using the Lidl Plus App

This section applies only for usage of the Lidl Plus App. The "Use of the Lidl Plus App" within these Terms and Conditions means the use of the Lidl Plus App from the first log in in your Lidl Plus Account, which may take place automatically after successful registration. Please note that you can only use the full scope of use of the service if you use the Lidl Plus App.

4.1 Tailored Information

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

Participation in Lidl Plus is free of charge.

With Lidl Plus you will benefit from a wide range of services tailored to your needs when using the Lidl Plus App. 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.

If we ask you for your consent for the processing of your data as described below, the information concerned will only be processed for the purposes of Lidl Plus if you have given your consent.

Further details in relation to this can be found in our [data protection statement](#) .

4.2 Data Collection and Storage

The basis for the determination of offers suited to you is provided by the data listed in the following paragraph:

4.2.1 Registration for Lidl Plus

As part of the registration process, we request the following customer data: first name, second name, date of birth, e-mail address, mobile phone number and preferred Lidl store. It is optional to provide us your: salutation, gender, and your home address (street, house number, post code, city and country). To set the preferred store the geo localisation function of your mobile device can be used.

4.2.2 Data from My Lidl

If you have voluntarily provided certain information about your circumstances and interests in your My Lidl Account, we also collect this information within the framework of Lidl Plus.

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 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. With the allocation of your purchase to your customer account we pursue the purpose stated in paragraph 4.1, e.g. to be able to make you offers especially adapted to your preferences and interests as well as offer participation in specials.

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 the 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 Use of the App

When using the Lidl Plus App we collect information about the store where you buy. In addition, we collect information about all content viewed in the app such as activated coupons, your notification settings, the participation in lotteries, viewed articles and your selected main store. We also collect information about your interaction with the app such as visited sections, the screens seen during each session, the number of clicks and scrolls. Additionally, we process your customerID (LoyaltyID), information about the operating system version you use, the device identification, the system language and the chosen country, as well as the app version used by you. We collect this information about your app use in part only subject to your consent under data protection law. Please refer to our [data protection policy](#).

4.2.6 Login Details

Your login details are stored and used to carry out the login. So that you do not have to login again every time you open the Lidl Plus App, your login details are saved in the Lidl Plus App (encrypted) until you log out of the account.

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 (in the following 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 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 Lidl online shop or any other apps, websites or digital services belonging to Lidl-Companies such as flower shop, travel booking, online receipts, Mr. Cuisine app, Lidl Home app, etc. (especially selected and purchased products, payment and delivery method information, your use of such digital services, the coupons you have redeemed, the voucher amount 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 special promotions and to better tailor a possible advertising approach, in particular in the form of newsletters.

4.2.9 Newsletters of other service providers

Furthermore, if you gave your consent to receive the newsletter of the online shop or of any other services described in the previous paragraph and operated by the Lidl-Companies, we can receive information from said companies about your user behaviour in relation to that newsletter, including such information like the time of opening of the newsletter, the links or areas clicked by you, duration and frequency of use.

4.2.10 Newsletter/ Push Messages/ SMS

In addition, we collect information about your user behaviour in relation to the newsletter and other information that we send you as push messages or SMS, store and if possible, assign it to you or your e-mail address or customer number. In relation to this we collect information about time of opening the message, the links or areas clicked by you, selected products, time, duration and frequency of use.

4.3 Data Analysis

The data described in 0 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 the 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 our 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.

Not included in the evaluation are special categories of personal data in the sense of article 9 Par. 1 GDPR.

5 General Conditions for Using the Service

This section only applies when using the Lidl Plus App (as defined in section 4 of this Terms and Conditions). Please note that you can only use the full scope of use of the service when using the Lidl Plus App.

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

To also use the Lidl Plus App, 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.

Software installation and using of the services presupposes regular data transfer from the participant's mobile phone. Volume and frequency of data transfer depend on the type and scale of service use. The connection costs for the data transfer are borne by the participant. The volume depends on the contract the participant has with his relevant mobile provider.

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 participant has the obligation to install the updates offered by Lidl. They will be informed about this while using the software. The use of the Lidl Plus service on manipulated end devices (e.g. through jailbreaking/rooting) is not permitted.

6 Your Obligations

You must

- provide correct details at registration and update your profile should such details change;
- keep your password secret and change in case of misuse or suspected misuse and
- use the service in correspondence with applicable legal regulations.

7 Withdrawal

7.1 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, Germany

Telephone: 800 62777

E-mail: privacy@lidlplus.com.mt

by means of a clear declaration (e.g., a letter sent by post, fax 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.

7.2 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.

7.3 Cancellation form

You can find it at this page: https://www.lidl.com/mt/static/assets/Cancellation_Form_Lid-IPlus-255881.pdf

8 Liability

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:

- the 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.”

9 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 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 10 days without giving reasons.

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.

10 Final Provisions

The European Commission provides an Online Dispute Resolution Portal under <http://ec.europa.eu/consumers/odr/>.

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.