

## Terms of Use for Lidl Plus

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### 1 Scope of application and relationship to other regulations

These terms of use ("**Lidl Plus Terms of Use**") govern the use of the Lidl Plus service and participation in the customer service programme (referred to as "**Lidl Plus**" or the "**Lidl Plus Service**") by using the mobile Lidl Plus Application ("**Lidl Plus App**"), as well as reserving products ("**Reservation Function**") via the Lidl Plus App. The Lidl Plus Service is provided by Lidl Stiftung & Co. KG (referred to as "**Lidl Stiftung**" or "**we**"), but other companies of the [Lidl group of companies](#) (including Lidl Great Britain Limited) and subcontractors (collectively referred to as "**Lidl**") are also involved in the provision of the Lidl Plus Service. Some data processing requires the involvement of Lidl [group of companies](#). The Lidl Plus Service is aimed at consumers (referred to as "**Users**" or "**you**") who wish to reserve products via the Lidl Plus App and/or who wish to receive personalised information from Lidl about offers and campaigns by Lidl and specially selected business partners. The Lidl Plus Service aims to ensure that Users receive relevant content that is of interest to the Users. Lidl uses your purchasing and usage behaviour, in particular with regard to the products and services of the Lidl group of companies, in order to determine relevant content, as described below. The Lidl Plus Service is provided on the basis of the following Lidl Plus Terms of Use.

You can find the current version of the Lidl Plus Terms of Use (and you may also download the terms as a PDF) on the More menu – Legal information section of the Lidl Plus app or at: <https://www.lidl.co.uk/about-us/lidl-plus/privacy-legal/terms-of-use>

## **2 Requirements for participation**

You must be 18 years old or over and using the Lidl Plus Service for your personal, non-commercial use to join and use our Lidl Plus Service.

These terms apply to the use of our Lidl Plus Service in the United Kingdom (excluding Northern Ireland). The Lidl Plus Service may be available in other regions however you may be required to accept local terms before you are able to use the Lidl Plus Service in another region.

## **3 Registration and Account**

In order to use our Lidl Plus Service, you must have a My Lidl account.

You may apply to register to use the Lidl Plus Service by clicking on the "Next" button in the Lidl Plus App and entering all of the required information including providing your My Lidl account username and password ("**Login Data**") and then clicking on the "Create a Lidl Account" button. If you do not already have a My Lidl account, you will be prompted to create one when you sign up to Lidl Plus. You will not incur any costs as a result of registering to use the Lidl Plus service. At any time before you click the "Create account" button, you can cancel the registration process at any time by closing the Lidl Plus App, or change the information you have provided by deleting, adding or correcting the information provided in the various fields. After completing the registration process, you can change the information provided in your personal My Lidl account at any time (which can be accessed via the Lidl Plus App).

Once we have received your application to register, we will send you a confirmation e-mail to the e-mail address you provided during registration which will confirm that we have received your application and that you have been registered to use the Lidl Plus service. You may use the Lidl Plus App as soon as you have received this confirmation e-mail. This e-mail will also contain a verification link which you must click in order to verify your e-mail address and link this to your Lidl Plus account.

You must enter your details correctly as part of the registration process and keep these details up to date at all times. The details you provide must be personal to you, must be valid and must not be assigned to any other My Lidl account. You may not create multiple accounts using temporary email addresses. You may not register an account using someone else's details.

Since we provide the Lidl Plus Service voluntarily and free of charge, we are entitled to refuse the set-up of the Lidl Plus Service by a user in individual cases without giving a reason.

Any interaction with Lidl via Lidl Plus (including via your My Lidl account) will be attributed to you. This also applies if third parties have acted through your account if you allowed them to access or use your account either by act or omission. If you have reason to believe that your account is being used by a third party, you must inform us as soon as possible and request for us to change your access data.

You can register for Lidl Plus via the Lidl Plus App, which is available for iOS and Android platforms through the Apple App store or Google Play store and Huawei App Gallery respectively for various mobile platforms.

When you register, you will automatically be assigned a Lidl Plus customer number.

#### **4 Service Objectives when using the Lidl Plus App**

This section applies only for the use of the Lidl Plus App. The "Use of the Lidl Plus App" within these Lidl Plus Terms of Use 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. Section 6 of these Lidl Plus Terms of Use applies to the use of the Reservation Function. Please note that you can only use the full scope of use of the service if you use the Lidl Plus App. If you do not use the Lidl Plus App, the Reservation Function will not be available to you.

##### **4.1 Lidl Plus Service**

The purpose of the Lidl Plus Service when using the Lidl Plus App is to send you relevant information via the Lidl Plus App, which is relevant to you and - as far as possible - to personalise our offers and services for you.

Participation in Lidl Plus is free of charge.

With Lidl Plus, you can enjoy a wide range of services when using the Lidl Plus App. These include special offers tailored to your needs and wishes, participation in prize draws, competitions and discounts. We will try to determine your interests and preferences with regard to the products and services that Lidl offers.

##### **4.2 Data collection and storage**

The data and information provided to us by you enables us to determine suitable offers for you. 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.

#### 4.2.1 Registration for Lidl Plus

During the registration process, we require the following details from you: first name, surname, date of birth, e-mail address, mobile phone number and preferred Lidl store. We also request the following optional details: your salutation, gender and your home address (street, house number, postcode, city and country). To set the preferred store the geo-location function of your mobile device can be used.

#### 4.2.2 Data added to the 'About Me' section within your My Lidl Account

If you have voluntarily provided information within the 'About Me' section within your My Lidl Account about yourself and your interests (see more details in Section B below), we will store this data within your My Lidl account and this may be used in connection with Lidl Plus.

#### 4.2.3 Store visits

When you scan your Lidl Plus card during your visit to a Lidl store at either the cash register or self checkout, we record the store you visited, the products purchased, the 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 the time of the payment process and payment type. With the allocation of your purchase to your customer account we pursue the purpose stated in clause 1, e.g. to make you offers especially adapted to your preferences and interests as well as offer participation in promotions.

At the till you can identify yourself either by scanning the digital customer card [or with the mobile phone number provided at registration]. Coupons in Lidl Plus are only applied 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 Lidl, we use the data to process your enquiry.

#### 4.2.5 App Usage

If you use the Lidl Plus App, we will keep a record of the store where you shop. In addition, we also keep a record of all content viewed in the app such as coupons that have been viewed and activated, your notification settings, your participation in prize draws, viewed articles and competitions and use of scratchcards, and your selected regular branch. 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. In addition, we process your customerID (**LoyaltyID**) and we collect information on the operating system version used, the device identification, the system

language and the chosen country as well as the app version that you are using. In certain circumstances, we only collect this information about your use of the Lidl Plus app with your consent. Please refer to our [Privacy Notice](#) for further details.

#### 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 Login data

Your login data will be collected and used so that you are able to login automatically, so that you do not have to log in each time that you use the Lidl Plus App. Your login data will be saved in an encrypted format in the Lidl Plus App until you log out of your account.

#### 4.2.8 Partner offers

Within the Lidl Plus App, you can receive discounted offers from partners from time to time. These offers contain a generic or individualised identification number (promotional code) assigned by the respective partner, which you must provide to the partner when redeeming the offer. Some of these offers require you to identify yourself as a Lidl Plus customer using your digital customer card rather than a promotional code. The coupons are not an offer provided by us; the receipt and use of the offers is subject exclusively to the conditions and data protection information of the relevant partner concerned. As such, the offers which we make available to you from our partners may be amended and/or removed from time to time, for example if the relevant partner is no longer able to provide the offer on its original terms in unavoidable circumstances. The partners will inform us if you have redeemed the coupons, vouchers and promotional codes etc. The app or the "Partner offers" function of the Lidl Plus Service may contain links to partner or other independent websites which are not provided by us. Such partner or independent sites are not under our control, and we are not responsible for and not checked or approved their content. In the event that you redeem a special offer within Lidl Plus which, as a condition of the special offer, requires you to obtain goods or services directly from one of our partners, the partners will provide us with your contact details (email address and telephone number) so that we can correctly apply the offer to your account.

#### 4.2.9 Other digital services

We receive from Lidl details about your use of the other apps, websites or digital services belonging to the Lidl group of companies such as product reservation, online receipts, Lidl Liddle Club, etc (especially 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.

#### 4.2.10 Newsletter/ Push Notifications/ SMS

Furthermore, we collect your user behaviour with regard to the newsletter and other information which we may send you as push notifications or SMS, store it and, if possible, assign it to you, your e-mail address or your customer number. We also collect the time of opening the links and areas you clicked on, selected products, time, duration and frequency of use.

#### 4.3 Data analysis

We will compile the data described in section 4.2 in our database. We evaluate the data with the aim of identifying information in which you may be interested, so that we can send you or display such information. We also use mathematical-statistical methods to determine possible product interests. For this purpose, your personal data is compared with the data of other customers. Based on this comparison, we can then determine which other products and promotions that other customers with similar interests might be interested in. However, Lidl is not able to guarantee that you only receive offers in which you are interested. Furthermore, when you use the app, 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. We do not process special category data which includes: personal data revealing racial or ethnic origin; personal data revealing political opinions; personal data revealing religious or philosophical beliefs; personal data revealing trade union membership; genetic data; biometric data (to identify); data concerning health; or data concerning a person's sex life or sexual orientation. The categories of your personal data which we will take into account in the evaluation described in this section 4.3 are set out in the Privacy Notice.

#### 4.4. Coupon Plus

Coupon Plus runs from time to time, see the Coupon Plus 'More information' page accessed from the app homescreen to see whether it is running (the "**Promotional Period**"). The Promotional Period consists of one promotion per calendar month, each termed a "Month". You must be 18 years old or over, a UK resident (excluding NI) and a registered Lidl Plus Member to participate. The achievement of certain spend targets in a Month is rewarded with a coupon reward (which may include money off spend coupons or other product-specific coupons). The details of your relevant spend target(s) and corresponding coupons which you will receive upon reaching those spend target(s) can be found on the Coupon Plus 'More information' page accessed from the app homescreen. Lidl reserves the right to change the thresholds of the spend targets and the value or type of the corresponding coupons from time to time at the start of each Month. A "Qualifying Spend" is the total on your till receipt from Lidl branches in Great Britain excluding infant formula and gift cards and only qualifies for Coupon Plus when your Lidl Plus app is scanned at time of purchase. Qualifying Spend amounts cannot be carried over to the next Month. The value of any

refunds or returns for items which contributed towards Qualifying Spend will be deducted from your Qualifying Spend amount within the Month of the return or if there is not sufficient Qualifying Spend amount in the Month of the return Lidl reserves the right to deduct the full refunded amount off future Qualifying Spend until the full refunded amount has been deducted. Coupons are delivered to the Coupons section of the Lidl Plus app promptly after reaching the relevant spend target and you have 7 days after the date of receipt to use your coupon. If the coupon is a "money off spend coupon", you must spend the minimum amount stated on the coupon to redeem. Cannot redeem on alcohol, infant formula or gift cards. Coupons can be used in all Lidl branches in the United Kingdom (excluding Northern Ireland). Coupons are non-exchangeable, non-transferable and non-refundable. Full coupon discount must be used, no change will be given. Promoter: Lidl Stiftung & Co. KG, Stiftsbergstraße 1, 74167 Neckarsulm, Germany.

## **5 General requirements for the use of the Lidl Plus Service**

This section only applies when using the Lidl Plus App (as defined in section 4 of these Lidl Plus Terms of Use). For the use of the Reservation Function section 6 of these Lidl Plus Terms of Use applies. 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 phone number, an e-mail address and My Lidl Account are required.

In order to use the Lidl Plus App, participants must download the software through the Apple App store or Google Play store.

You must have a device with a minimum operating system as specified on the applicable app store download page from time to time in order to use the Lidl Plus app. Please check the minimum requirements on the applicable app store download page before downloading or updated the Lidl Plus App.

However, Lidl Stiftung endeavours to offer the software for as many different model types as possible. Due to the constantly changing product ranges on the market for mobile devices, Lidl Stiftung is not able to offer an up-to-date list of all mobile phones with which the Lidl Plus Service can be used.

The installation of the software and the use of the Lidl Plus Service requires regular mobile data use from your mobile phone. The extent and frequency of data transmission depends on the type and extent of use of the Lidl Plus Service. You must bear the connection costs and charges incurred for any mobile data use. The amount depends on the existing contract between you and your mobile phone provider.

The costs of setting up and maintaining an Internet connection and/or mobile data services are not part of the Lidl Plus Service. Only your mobile phone service/Internet provider is responsible for this.

The use of the Lidl Plus Service also requires sufficient battery power and screen brightness to scan the QR codes during the check-out process.

From time to time, Lidl may issue updates to the app to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Updates will be made available through the App Store. Depending on the update, you may not be able to use the Lidl Plus Service until you have downloaded the latest version of the app and accepted any new terms. You may not use the Lidl Plus Service on manipulated or hacked devices (e.g. any jailbroken or rooted device).

## **6 Function of reservation**

This section 6 of these Lidl Plus Terms of Use applies to the use of the Reservation Function. The reservation is available only in Lidl Plus App.

### **6.1 Subject**

The Reservation Function enables you to reserve the products specified in more detail in the Lidl Plus App 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 App 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 App at any time without prior notice.

### **6.2 Non-binding nature of the reservation**

The reservations are free of charge and non-binding. The availability of the Reservation Function does not constitute an offer from Lidl and is an invitation to treat only, and does not give rise to any 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 App 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 App 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 or remove products from the shopping basket. The reservation is completed as soon as you click on "Reservation confirmation" 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 reserved 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 App 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 the Lidl Plus App.

#### 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 App, 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 App 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 "Reservation Confirmation". 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 section 6.3.

#### 6.6 History

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

### 7 Your duties

You must:

- enter your data correctly when registering and keep your profile up to date; and

- keep your password private and change it regularly, or if you know or suspect that someone else knows your access data information or has used or has tried to use them.

You must not:

- use the app in any unlawful or malicious manner, for any unlawful purpose, or in any manner inconsistent with these terms and conditions;
- act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the app, the Lidl Plus Service or any operating system;
- not infringe our intellectual property rights or those of any third party in relation to your use of the app or the Lidl Plus Service (to the extent that such use is not licensed by these terms);
- not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the app or the Lidl Plus Service;
- not use the app or the Lidl Plus Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- not collect or harvest any information or data from any Lidl Plus Service or our systems or attempt to decipher any transmissions to or from the servers running any Lidl Plus Service.

## **8 Liability**

If we fail to comply with these terms, we are responsible to you for loss or damage that you suffer which are a direct, foreseeable consequence of us breaking these terms, or any losses or damage you suffer as a result of our failing to use reasonable care and skill.

We do not accept any responsibility to you:

- if you are unable to access the app due to there being no or limited WLAN connection or internet connectivity being available through your mobile device; or
- if the scanning device at the checkout does not function correctly and you are unable to identify yourself to link your purchase to the app.

Any offers that are made available to you via the Lidl Plus App are subject to availability.

We do not exclude or limit in any way liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors, or for fraud or fraudulent misrepresentation.

We are responsible for damage to your property if digital content we have supplied via the app damages a device or digital content belonging to you. We will either repair the damage or pay

you compensation. However, we will not be liable for damage could have been avoided by following our advice to apply an update to the app, or for damage that was caused by you failing to correctly follow installation/download instructions or your unlawful use of the app.

We are not responsible for events outside our control. If there is any interruption to the operation or availability of the app and the Lidl Plus Service due to an event outside our control, we will let you know as soon as possible and take steps to minimise the impact. Provided we do this we will not be responsible for any loss which may be incurred by you as a result of any suspension or, interruption to the availability of the app. Access to the app may need to be suspended temporarily from time to time in the case of system failure, maintenance or repair required for these purposes.

## **9 Termination, deletion**

You may terminate participation in Lidl Plus at any time without giving any reason by activating the "Delete user account" function in the Lidl Plus App.

Termination by Lidl Stiftung is also possible at any time by giving you notice of 10 days, without stating a reason.

We may also suspend or terminate your rights to use the app and Lidl Plus Service at any time by contacting you if you have seriously or persistently breached these Lidl Plus Terms of Use.

Upon termination for any reason, your right to use the app and the Lidl Plus Service will end, and you must stop using the app and delete it from your mobile device.

## **10 Changes to the Lidl Plus Terms of Use**

We may amend these Lidl Plus Terms of Use in accordance with this section.

We can make changes to these Lidl Plus Terms of Use for one or more of the following reasons:

- to reflect changes in law or regulations or meet any relevant regulatory requirements;
- to reflect new (or changes to) statements of code of practice or industry guidance designed to enhance consumer protection;
- to reflect changes in technology and any changes to the functionality of the app, including the removal of out of date functionality and where we are improving and/or extending existing functionality or making changes to the way we implement the Lidl Plus Service to maintain its functionality and security; and
- to change the way the Lidl Plus Terms of Use are drafted to make them fairer or clearer to you.

If we change the Lidl Plus Terms of Use, we will inform you by means of a corresponding notice in the app and you will be asked to confirm the new Lidl Plus Terms of Use. If you do not accept the notified changes you will not be permitted to use the app and the Lidl Plus Service.

## **11 Final provisions**

We may transfer all or some of our rights under these Lidl Plus Terms of Use to someone else any at any time, however such transfer will not affect your rights under the contract.

If any term of these Lidl Plus Terms of Use is found to be unenforceable, this will not affect the validity of the other terms.

These Lidl Plus Terms of Use are in English and any communications we send to you will be in English.

We are not obliged and not willing to participate in dispute resolution proceedings before a consumer arbitration board.

These Lidl Plus Terms of Use are governed by English law and any disputes or court proceedings arising from them are subject to the non-exclusive jurisdiction of the English courts.