### **Lidl Plus Terms of Use**

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# 1. Scope of application and link to other regulations

These Lidl Plus Terms of Use ("**Terms of Use**") govern participation in the Lidl Plus loyalty programme ("**Service**"). Lidl Stiftung & Co. KG ("**Lidl Stiftung**" or "**we**"), Lidl Stiftung & Co. KG, Stiftsbergstraße 1, 74167 Neckarsulm. Telephone: 0203 966 5566, E-Mail: customer.care@lidl.co.uk operates the service. However, Lidl Stiftung can use subcontractors and/or other Lidl <u>Group companies</u>" or "**Lidl**"), to provide the Lidl Plus Service. The service is aimed at

consumers (hereinafter referred to as "users" or "you") who, for example, wish to reserve products or use other Lidl Plus functions and/or receive personalised information from Lidl via Lidl Plus about offers and promotions from Lidl and selected cooperation partners that correspond as closely as possible to your interests. The use of Lidl Plus is therefore aimed at ensuring that you receive more relevant content and, in particular, that Lidl does not send you information that is not of interest to you in the first place. The basis for determining the relevant content is, in particular, the purchasing and usage behaviour with regard to the products and services of the Lidl companies, as described below.

The password-protected Lidl Plus account allows you to view, access, manage and edit your data from various services of the corporate group, such as the Lidl online store, the Lidl App etc. ("Online Services") at a central storage location ("Account" or "Lidl Plus Account"). After registering once with an Online Service, the Account enables you to use the Online Services with the same user name and password, provided that the Account is implemented in the respective Online Service.

The Lidl Plus Service is provided based on these Terms of Use. You can access them at any time at [*LINK*] or download them and print them out. We do not store the contract text after the contract has been concluded.

# 2. Participation requirements

You must be 18 years old or over to register for our service. You may only participate for your private use. Commercial participation as an entrepreneur according article 14 BGB is expressly prohibited.

### 3. Registration, Account and Contract

You need to have an Account to use the Lidl Plus Service.

You may apply to join and use the Lidl Plus Service by providing all the information requested in the registration process, including your Account username and password ("Login Data") and then clicking on "Create account". 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. Until you click on "Register now", you can cancel your registration at any time by closing Lidl Plus, or you can delete, add to or correct any information you have entered into the various fields.

After completing the registration process, you can change the information you have entered in your personal account at any time.

After receiving your offer to conclude the contract, we will send a confirmation of receipt of the offer ("order confirmation") to the e-mail address you provided during registration. This order confirmation also constitutes 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. After completing the registration process, you will automatically be assigned a customer number.

We may refuse to set up an Account for you and we are under no obligation to justify our decision.

The e-mail address and mobile phone number you provide must not be associated with any other account. It is also prohibited to provide an e-mail address, mobile phone number or other contact details that do not belong to you, in particular so-called "disposable e-mail addresses". You must keep your access data safe. It is forbidden to give other people access to your account.

Any interaction with Lidl that takes place via your account will be attributed to you. This also applies if third parties have acted via your account, if these third parties were able to use your account due to your culpable behaviour. You are obliged to inform us immediately of any unauthorised use of your account and to change your access data if you have reason to believe that your account is being used by third parties.

You can join the Lidl Plus Service via

- the Lidl App.
- our websites: <u>recipes.lidl.co.uk</u>

If the account will be used on a device with an Android operating system, Google Chrome browser will be required.

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

# 4. Lidl Plus Service objectives when using Lidl Plus

This section 4 applies exclusively to the use of the Lidl Plus service. "Use of the Lidl Plus service" within the meaning of these Terms and Conditions of Participation means the use of Lidl Plus from the first login with your Lidl Plus account, which may take place automatically after successful registration. Section 6 applies to the use of the reservation function.

### 4.1 Customised information

The purpose of the service is in particular to send you information that is as appropriate as possible or to display it in the online services that are relevant to you and - as far as possible - to personalise the Lidl offers and services for you.

By participating in Lidl Plus, you do not commit to paying a price. However, the basis for the provision of the service is that you provide the data listed in this section in return.

With Lidl Plus, you can benefit from a wide range of services tailored to your needs. These include offers specially tailored to your needs and wishes, participation in competitions and discount and special promotions. With this in mind, we will try to identify your interests and preferences with regard to products and services offered by Lidl.

### 4.2 Data collection and storage

The data listed in this section forms the basis of our determination of suitable offers for you.

### 4.2.1 Registering for Lidl Plus Services

As part of the registration process, we request the following customer master data: First name, date of birth, e-mail address, mobile phone number and a password. You can optionally enter your title and gender. You also have the option of activating the "Stay signed in" function for a convenient login. After activating the function, a permanent cookie (12 months) is set in the browser of your device, which ensures that the account recognises you the next time you access it. This cookie can also be deleted at any time via the browser settings.

If you register with a connected online service without having previously registered with another online service, you will automatically set up the Lidl Plus account. In the event that you have already registered with another online service integrated with the Lidl Plus account, you can simply log in to another online service interacting with Lidl Plus using your existing login details. Should the Lidl companies offer new online services in the future, it is possible that you will also be able to use these via your Lidl Plus account. Supplementary terms of use may apply to the individual online services. The single sign-on function of Lidl Plus provides you with a cross-portal identity that is recognised and verified by the connected online services and that you can manage via the Lidl Plus account. The Lidl Plus account allows you to view, access, manage and correct your information from various online services in a central storage location. The Lidl Plus account stores your customer master data and information as well as the customer master data and information that you have entered when using other online services. In this way, all your customer master data, login data, voluntarily provided information about your circumstances and interests from the "About me" section, as well as information about stored payment methods and the history of purchases and orders, can be viewed in a central location in your account. If necessary, your data will be transmitted to the respective online service when using specific offers in order to enable the simplest possible use of the respective online service and, if necessary, the execution of the respective transaction.

When using Lidl Pay via Lidl Plus, you can activate a so-called "two-factor authentication" for all your online services. After activating 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 e-mail address registered with us.

If you no longer wish to use two-factor authentication, you can deactivate it at any time in Lidl Plus or mark a device as trustworthy. In this case, however, you will no longer be able to use the Lidl Pay mobile payment service.

#### 4.2.2 Data from Lidl Plus

If you have voluntarily provided certain information about your circumstances and interests in your Lidl Plus account, the Lidl companies may also use this information in various online services (in particular to show you personalised offers).

#### 4.2.3 Store visits

If you identify yourself when you visit a store at the checkout, we record the store you have visited, the products you have purchased or returned by type, quantity and price, the coupons and vouchers you have redeemed, the receipt total, the average amount of your receipts in a given period, the frequency of your purchases, the time of payment and the type of payment method used.

You can actively identify yourself at the checkout either with your digital customer card or by using the mobile phone number you provided when registering. Coupons in Lidl Plus are only taken into account during the payment process at the checkout if you have previously activated them in the app under "Coupons".

#### 4.2.4 Customer Care

We also use your data to handle your requests in Lidl's customer Care department.4.2.5

Tracking data from the Online Lidl Plus Service

If you have consented to the processing of tracking data in online services for use in Lidl Plus, we will also use this information to determine which offers are suitable for you.

Please refer to our **Privacy Notice**.

# 4.2.6 Reserved products

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

### 4.2.7 Partner offers

Within Lidl Plus, from time to time, e.g. as part of discount campaigns, you will have the opportunity to receive discounted offers from cooperation partners. As a rule, these offers contain a generic or individualised identification number (hereinafter "Promotion Code") assigned by the

respective cooperation partner, which you must enter when redeeming the offer with the cooperation partner or which is read out. For some of these offers, you must identify yourself as a Lidl Plus customer using a QR code or your digital customer card instead of the Promotion Code. The coupons are not an offer from us; the receipt and use of the offers are therefore exclusively subject to the terms and conditions and data protection information of the respective cooperation partner. Partner offers may therefore be changed and/or removed from time to time by the offering cooperation partner. The partner companies inform us about the redemption of coupons, vouchers, voucher codes, etc. Insofar as the "Partner benefits" function contains external links (hyperlinks) to third-party websites, these linked websites are the sole responsibility of the respective operator.

In the event that a special offer is to be granted within Lidl Plus for the conclusion of contracts for services with our cooperation partners, we will receive your contact details (e-mail address and mobile phone number) from them so that we can correctly assign the special offer to your account.

### 4.2.8 EV Charging

Lidl Plus gives you the option to use the charging stations operated by Lidl Great Britain Limited ("Operating Company"). For the purchase of electricity, the conclusion of corresponding agreements with the Operating Company is required. In order to start the charging process using Lidl Plus at one of these charging stations, you must identify yourself with Lidl Plus at the corresponding charging station and start the charging process. Before starting the charging process, please select the desired connector, connect your electric vehicle to the charging point, then start the charging process in our app.

These conditions of participation do not apply to the purchase of electricity and the use of charging points. Instead, only the specific terms and conditions of the respective Operating company apply ("Operating Company Terms").

We are not liable (whether under contract or tort (including negligence)) for loss or damage resulting from the use of, or any fault with, charging stations made available through Lidl Plus and your ability to recover any costs will be governed by the Operating Company Terms.

We provide no warranty, representation or guarantee that charging stations which are shown through Lidl Plus will be available at all times or will supply electricity on an uninterrupted basis and we are not liable (whether under contract or tort (including negligence)) for loss or damage resulting from the non-availability of charging stations.

### 4.2.9 Self Scanning

#### General

As part of Lidl Plus, you have the option of scanning the goods you place in your shopping cart or basket yourself while you shop ("Self Scanning"). This eliminates the scanning and checkout process by a store employee at the checkout. In participating stores, you can use your mobile device to scan the barcode of individual items. You can use the corresponding search function in Lidl Plus to find out whether a Lidl store in your region already offers the Self Scanning functionality.

The use of Self Scanning requires that you have authorised the Lidl app to use the camera of the mobile device. The system cannot ensure that the prices displayed in Lidl Plus correspond to the prices applicable in the Lidl store. In the event of contradictions, the prices displayed in the Lidl store apply. Vouchers and coupons will also only be deducted at the checkout.

### Scanning procedure

You can find the Self Scanning function in the app on the home screen or in the 'More' menu.

The goods can be recorded with Lidl Plus using the barcode on the respective goods, the barcode on the price tag or, in the case of certain goods, using a weighing scale. When using the weighing scale, a label with a barcode is printed out, which the user must scan in Lidl Plus in order to record the goods.

For fruit and vegetables without a unit price, the goods must first be weighed and then the barcode generated at the weighing scale must be scanned. For baked goods, the QR code on the price tag must be scanned. For beverages, the barcode can be scanned either on individual bottles or on the containers.

The number of goods can be changed in Lidl Plus using the "+" or "-" button. If individual items are to be removed from the virtual shopping basket, you must use the delete function in Lidl Plus. Items removed in Lidl Plus must be returned to their designated place in the store.

If it is not possible to record individual goods, you are obliged to present the relevant goods to a cashier without being asked to do so before completing the purchase of goods in the store so that they can be recorded before the purchase.

You are obliged to record all goods in full before purchasing them. All goods selected by you in the store, in particular those that are in the shopping basket, a shopping bag or otherwise within your reach, must be paid for.

### **Payment process**

Until you click on the "Checkout" button in Lidl Plus, all items in the virtual shopping basket are saved locally on your mobile device. You then use your digital customer card to identify yourself at a checkout and transfer the shopping basket to it.

For secured goods, the security must be deactivated at the checkout by a Lidl staff member before the purchase is completed.

The contract for the purchase of the goods is only concluded at the checkout. The contractual partner is the Lidl company that operates the selected store. The terms and conditions of this Lidl company and the house rules of the respective Lidl store may also apply to the purchase of the goods.

#### **Control tests**

In order to ensure proper purchasing, store employees are authorised to subject customers to random checks at irregular intervals and to cross-check individual or all goods to be purchased. If a store employee detects discrepancies, these will be corrected and the user is obliged to pay the total amount actually due for the selected goods when purchasing the goods.

When purchasing age-restricted goods, you may be required to prove your age to the cashier.

### 4.2.10 Lidl Pay

#### General

Lidl Plus also gives you access to a mobile payment service ("Lidl Pay"), which allows you to register with your credit or debit card to conveniently pay for your purchased goods or services with your mobile device at various payment locations (e.g. checkout etc.). You can use Visa, Mastercard and Maestro credit and debit cards for this service. Lidl Pay is not a financial institution nor a credit issuer. Lidl Pay is intended for your personal use and you may only provision your own payment cards or payment cards that you have expressly been authorised to use for this service. Cards used with the Lidl Pay service are not issued or serviced by us, and we do not process payments or other transactions made on any cards you use with Lidl Pay. The use of the mobile payment function may be subject to additional conditions and data protection notices of the payment service providers involved or other applicable third party (each, a "Third-Party Agreement"). In case of conflict between these Terms of Use and your agreement with the relevant payment service provider or any other relevant third party, these Terms of Use will govern your relationship with us, and the relevant Third-Party Agreement will govern your relationship with such third party. The required registration within Lidl Plus takes place in a protected environment.

# **Card registration process**

You can register several credit or debit cards to use with Lidl Pay. But you will need to create a personal access code to register a card for the first time. This access code is not 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). After registering a card for the first time or when registering other 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 registered 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 BankldentificationNumber) 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 display 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. This does not apply to payment at the charging station or for digital services. If you have selected mobile payment, you must enter your access code before each payment process in order to generate the digital code. After these 15 minutes have elapsed, you must 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 provisions of Directive (EU) 2015/2366 ("PSD 2"), the applicable national implementing legislation and Delegated Regulation (EU) 2018/389, 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.

Technical processing delays may occasionally result in duplicate transactions when using Lidl Pay. Any such duplicate charges will be automatically refunded by us. The time for refunds to appear in your account will depend on your card issuer's processing times.

### Handling the Lidl Pay access code with care

You must (1) not communicate your Lidl Pay access code to third parties, (2) store your Lidl Pay access code separately from your mobile phone, and above all (3) not to store your Lidl Pay access code 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 a way that is contrary to these Terms of Use,
- if you 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. We will inform you about a blocking of Lidl Pay, if possible before the blocking, stating the reason. The same applies to unblocking.

#### **Deactivating Lidl Pay**

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

- the Lidl Pay access code 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 access code

In the event that you no longer remember your Lidl Pay, access code you have the option of changing your access code 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 access code. The security check may include a request for payment details, validation of the mobile phone or other details such as the expiration date of the registered debit or credit card.

# 4.2.11 Online shop / Other digital offers

We receive details about your use of the Online Services or other apps, websites or other digital services of a Lidl Group company, such as click and collect service, flower offers, travel offers, online recipes, photo offers, Monsieur Cuisine App, Lidl Home App etc. (in particular selected and purchased products, payment information and information about the delivery method, your answers to surveys, your participation in competitions, products placed in the shopping cart, frequency of your purchase, your tracking data, your selected favourite recipes, etc.) and, if possible, allocate them to your person, your email address or your customer number. In addition, we combine the collected data with information about the products you have purchased in the store, for example to be able to offer you offers tailored to your preferences and interests as well as participation in promotions, to offer you participation in special promotions and to better tailor a possible advertising approach to you.

#### 4.2.12 Coupon Plus

Coupon Plus runs from time to time, see the Coupon Plus 'More information' page accessed from the app home screen 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 home screen.

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.

#### 4.3 Data analysis

We collect the data described in section 4.2 in our database. We evaluate the data with the aim of identifying information in which you might be interested so that we can send or display such information to you first and foremost. We also use mathematical-statistical methods to determine possible product interests, taking into account our product range. For this purpose, your personal data is compared with the data of other customers. Based on this comparison, we can then deduce which other products and promotions that other customers with similar interests have shown an interest in could also be of interest to you and other customers. However, Lidl does not assume any legal obligation to ensure that data processing always functions in the manner described. Subject to your consent, we create analyses of your use of the app as well as user segmentation profiles. We assign this information to your person for the 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 prepared, 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 our data protection information for Lidl Plus)."

In order to stimulate your interest in product categories that you do not normally buy, it is possible that you will receive offers for other product categories in 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 requirements for using the Lidl Plus Service

#### 5.1 Use

A valid mobile phone number, an e-mail address and a Lidl Plus account are required to use the service

To be able to use Lidl Plus to its full extent, you must also download the software from an app store. Specific software versions are available for different types of cell phones. For some types, suitable software cannot be offered for technical reasons. If no suitable software version is available for your mobile phone, you will not be able to use the services. However, the 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, the Lidl Foundation cannot offer an up-to-date list of all mobile phones with which it is possible to use the services.

The use of the service requires regular data transmission from your cell phone. 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 depends on the contract between you and the respective mobile phone provider. Full use of the service is not possible without a mobile phone or Internet connection.

The costs of setting up and maintaining an Internet connection on the user side are not part of the Lidl Stiftung's services. This is the sole responsibility of the contractual relationship between you and your internet provider.

The use of the service also requires sufficient battery power and screen brightness to scan the QR codes in the checkout process.

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

### 5.2 Language

Lidl Plus supports Bulgarian, Croatian, Czech, Danish, Dutch, English, Estonian, Finnish, French, German, Greek, Hungarian, Italian, Latvian, Lithuanian, Polish, Portuguese, Romanian, Russian, Serbian, Slovak, Slovenian, Spanish and Swedish. However, your selected country in app will only be available in a certain language.

### 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. Reservation function

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

## 6.1 Object

The reservation function allows you to reserve the products specified in Lidl Plus and then pick them up at a store of your choice. To do this, you must first register for the service via 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 Lidl Plus at any time, even without prior notice.

# **6.2 Non-binding nature of reservations**

Reservations are non-binding, i.e. you are not yet obliged to make a purchase. A reservation does not give rise to any main contractual obligations, i.e. a reservation neither obliges you to purchase nor does it establish a claim on your part to the retention or transfer of ownership of the products.

#### 6.3 Reservation process

The reservation function in Lidl Plus will automatically show you the products that are available in your selected store. If the products are not available in the selected store, you have the option of switching to another store. You make a reservation by first selecting the product in the desired quantity in Lidl Plus and clicking on "Reserve" to place the product in the shopping cart. 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 "Confirm 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 reserved products have been deposited for you in the store and are ready for collection, you will also receive a collection notification by e-mail. You can find the exact time your reserved products are available in the selected store in Lidl Plus as well as in the collection. It is not possible to extend the hold time at the store. You can also track the status of your reservation at any time in Lidl Plus.

## 6.4 Collection and purchase at the shop

To pick up your reserved products, please contact a store employee at the selected store and provide them with the order number of the reservation - which can be found in Lidl Plus, the reservation confirmation or in your collection notification. The reserved products are then purchased by paying for the products on site in the checkout area of the store. The contractual partner is the Lidl company that operates the collection store.

# 6.5 Subsequent change and cancellation of the reservation

You can change or cancel all or part of your reservation in the "Your reservation" section of Lidl Plus by clicking on the "Edit Reservation" or "Cancel Reservation" button. By clicking on the "Edit Reservation" button, your previous reservation will be cancelled, and all of your originally reserved products will be added to the shopping basket again. You can then edit the shopping basket and confirm the reservation again by clicking on "Confirm Reservation". If the reservation is not confirmed again, no products will be reserved. Each time you change or cancel your reservation, you will receive a confirmation message to the e-mail address you provided during registration.

As an alternative to cancelling the reservation or if it is no longer technically possible to cancel the reservation because the reservation is no longer in the "Being prepared" status, you can also allow the reservation to lapse by not collecting the reserved products within the advance holding period specified in section 6.3.

### 6.6 History

While the Reservation Function on Lidl Plus is active, your reservations will be displayed in your Account.

### 7. Your duties

#### You must

- enter correct data when registering and keep your profile up to date,
- update your mobile phone number on Lidl Plus immediately when it changes,
- keep your password private and change it if you know or suspect that someone has accessed or tried to access your Account; and
- use the service in accordance with applicable law.

Please also note that we primarily use your mobile phone number to identify you as the authorised owner of your Lidl Plus account. It is therefore particularly important that your current mobile phone number is always stored in 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 that no unauthorised third parties can gain 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 withdraw from this contract within fourteen days without giving any reason. The withdrawal period is fourteen days from the date of conclusion of the contract.

To exercise your right of withdrawal, you must contact us at

Lidl Stiftung & Co. KG

Stiftsbergstraße 1, 74167 Neckarsulm

Telephone: 020 3966 5566

E-mail: Customer.Care@lidl.co.uk

of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or e-mail). You can use the attached sample withdrawal form, but this is not mandatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

## **Consequences of withdrawal**

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from 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 any fees for this repayment.

If you have requested that the services should commence during the withdrawal period, you must pay us a reasonable amount corresponding to the proportion of the services already provided up to the time at which you inform 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 out this form and send it back to us).

- -To Lidl Stiftung & Co. KG, Stiftsbergstraße 1, 74167 Neckarsulm, Germany, e-mail: Custo-mer.Care@lidl.co.uk:
- -I/we (\*) hereby cancel the contract concluded by me/us (\*) for the purchase of the following goods (\*)/the provision of the following service (\*)
- -Ordered on (\*)/received on (\*)
- -Name of the consumer(s)
- -Address of the consumer(s)
- -Signature of the consumer(s) (only in case of notification on paper)
- -Date
- (\*) Delete as appropriate.

# 9. Warranty

The statutory warranty for defects shall apply.

#### 10. Liability

The operators of the individual Online Lidl Plus Service are solely responsible for the provision of their own Lidl Plus Services. Lidl Stiftung will not be liable for any claims arising or resulting from those services. This also applies to other contributions by independent third parties such as internet providers.

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.

In relation to Lidl Pay, we exclude liability for any payment-related matters including but not limited to transaction processing, chargebacks, account verification, purchases, transaction records, service access, refunds (save for automatic refunds of duplicate transactions as set out in 4.2.11), and any other activities connected to payment transactions. For any issues, queries, or disputes concerning your payment cards or transaction-related activities when using Lidl Pay, you must contact and seek resolution directly from your relevant card provider, payment processor, financial institution, or other applicable third party.

Any promotions (including Lidl Plus Offers and coupons) that are made available to you via Lidl Plus 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 ulent 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.

All other liability on our part is expressly excluded.

### 11. Cancellation, deletion

You are entitled to terminate your participation at any time without giving reasons, for example by using the "Delete account" function. Termination by the Lidl Foundation is also possible at any time with a notice period of 14 (fourteen) days without stating an important reason. The right of both parties to terminate for good cause remains unaffected. Termination by the Lidl Foundation will be considered in particular if the user violates the provisions of these conditions of participation. Until such time as the relevant incidents have been clarified, the user's data may be blocked. In particular, we reserve the right to delete your Lidl Plus account in the event of false information. The right of the parties to extraordinary termination for good cause remains unaffected.

### 12. Customer Care

If you have any questions, please contact our customer service at Customer.Care@lidl.co.uk or via the contact form: https://customer-service.lidl.co.uk/SelfServiceUK/s/contactsupport.

### 13. 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.