## **Lidl Plus Magic Ticket 2023 Competition Terms and Conditions**

# 1. Eligibility to participate

- **1.1** The Magic Ticket competition (the "Competition") is promoted by Lidl Ireland GmbH (the 'Promoter') having its place of business at Lidl Head Office, Main Road, Tallaght, Dublin 24, Ireland.
- **1.2** Participants must be over 18 years of age and be resident in the Republic of Ireland to be eligible to participate, direct employees of the Promoter, affiliated companies of the Promoter, partners, families, or anyone associated with this Competition are excluded.
- **1.3** By participating in the Competition, participants are deemed to have accepted the Lidl Plus terms of use, these Terms and Conditions and confirmed that they meet the eligibility criteria set out in these terms and conditions. Participants are not permitted to participate on behalf of other persons and third parties.
- **1.4** The promotion period will commence at the opening of participating Lidl stores on 01.12.2023 and finish at the close of participating Lidl stores on 31.12.2023, excluding Christmas day 25.12.2023 and St. Stephen's day 26.12.2023 (the 'Promotion Period').

## 2. Participation in the Competition

- **2.1** To participate in the Competition, each participant will need to during the Promotion Period:
  - **2.1.1 Step 1.** Install the Lidl Plus App on their smartphone or device and create a Lidl Plus account (this step shall not be required for participants who are already Lidl Plus users); and
  - 2.1.2 Step 2. Make a Minimum Transaction Spend of €10.00 between the period of the eligible store opening to one hour prior to closing during the promotion period at clause 1.4 to be eligible to be in with a chance to receive a "Scratch & Win" digital Scratch Card containing a Magic Ticket prize coupon in their app. The following items are excluded from the Minimum Transaction Spend: alcohol, lottery tickets, newspapers, magazines, medicines, gift cards, selected nutritional supplements, infant formula, mobile top-up, and checkout bags. Exclusions may vary.
  - **2.1.3 Step 3:** The winner must "scratch" their "Scratch & Win" digital Scratch Card in their app to unveil the Magic Ticket prize coupon and save it down to the "Treats" section (coupon section) in their app.
- **2.2** One winner in every store in the Republic of Ireland, every day during the promotion campaign period will be selected at random and will receive a digital Scratch Card containing the Magic Ticket prize coupon in their app, subject to clause 3.3.
- **2.3** The Magic Ticket prize coupon will be to the value of the winner's shop at the time of entering the campaign at a Lidl store, minus standard exclusions, where the entrant has scanned their Lidl Plus card at a till in our Republic of Ireland stores.
- **2.4** The completion of Step 1 is a prerequisite to the completion of Step 2 and Step 3. All Steps must be completed in order to enter the Competition.

#### 3. Selection and notification of the winner

**3.1** Upon entering the Competition, participants' customer ID and customer's selected favorite store in the Lidl Plus app will be transmitted from Lidl Plus (operated by Lidl

- Stiftung & Co. KG) to the Promoter. Where the participant wins the prize, in addition, the personal data associated with their Customer ID e.g. first name/surname, telephone number, and e-mail address will be transmitted from Lidl Plus (operated by Lidl Stiftung & Co. KG) to the Promoter.
- 3.2 Through the "Scratch & Win" Scratch Card feature in the app, winners will be selected at random every day provided they meet the criteria at clause 3.4 and will receive a digital "Scratch & Win" Scratch Card containing a Magic Ticket prize coupon in their app. The winning participant may receive a call from a member of the customer services team and be asked to name their favourite Lidl brand.
- **3.3** In the event that there is any issue resulting in the inability of Lidl to have a particular store or stores open to the public on a day during the campaign, which results in a particular store or stores not being able to not allow entrants to receive a Scratch Card in a day of the campaign, a Magic Ticket prize coupon for that day will be rolled over and offered as a prize the proceeding day the Lidl store In question is open.
- **3.4** The winning candidate will be selected from purchases scanned to their Lidl Plus App within a particular day during the term of the promotion, between the opening of the eligible store to the last hour prior to the store closing. Any scanned items purchased to a Lidl Plus app outside of the time frame of will not be eligible to enter the campaign.
- A participant can enter a maximum number of 1 times per day during the campaign period. Please note that you can only receive one Scratch & Win card per day i.e. if you complete two transactions within 10 hours you will only receive one Scratch & Win card, if you are eligible.
- 3.5 The winner agrees that in consideration of the prize and their acceptance of same, the winner may be required for promotional activity and the winner agrees to partake in same. Promoter may use their name, hometown, image and likeness (likeness as it has been captured or in an altered manner, by employees, agents or subcontractors of the Promoter or anyone working on behalf of the Promoter and/or by local/other media) for purposes of internal/external advertising, promotion or publicity in any media without additional compensation and the winner agrees to take part in such related promotional activities as the Promoter may require. In such circumstances, the prize winner's personal data will be processed on a contractual basis and in the Promoter's legitimate interests. Lidl Ireland may publish all confirmed winners on the Lidl website.
- **3.6** The Promoter reserves the right to cancel, terminate, modify or suspend a competition and/or vary competition rules, including these terms and conditions, without prior notice.
- **3.7** At any point during the campaign Lidl may reserve the right to increase the number of winners in every store, every day during the promotion period

## 4. Prize

- **4.1** There will be 1 (one) winner, in every store, every day of the following prize:
  - 4.1.1 A Magic Ticket prize coupon to the value of the winner's previous Lidl Plus scanned shop at a Lidl store in the Republic of Ireland, prior to entering the competition, minus standard exclusions.
  - 4.1.2 The value of the Magic Ticket prize coupon will be to the value of the winner's Lidl Plus scanned shop, at the time of entering the competition, minus the following items; alcohol, lottery tickets, newspapers, magazines, medicines, gift

cards, selected nutritional supplements, infant formula, mobile top-up, and checkout bags. Exclusions may vary.

- **4.2** A winning entrants' shop is defined as "completed purchase of items exceeding the value of €10.00, once all excluded items listed at 2.1.2 have been omitted, and where the purchase has been scanned at the till with the Lidl Plus app at time of entering the promotion".
- 4.3 Each Magic Ticket prize coupon entitles the winning entrant to money off your next shop to the value of Clause 4.1.2, until the expiry of the prize coupon, which will be stated in the coupon description upon saving the prize coupon in the "Treats" section of the app. Only one prize voucher can be used in a transaction and the full value of the prize coupon must be used. The full value of the prize coupon can only be redeemed once, has no cash value, is non-exchangeable and no change will be given.
- 4.4 The prize coupon cannot be redeemed against standard exclusions. Exclusions include the following items; alcohol, lottery tickets, newspapers, magazines, medicines, gift cards, selected nutritional supplements, infant formula, mobile top-up, and checkout bags. Exclusions may vary.
- **4.5** The Promoter reserves the right to provide an alternative prize of equal value should the advertised prize become unavailable for reasons beyond its control.

## 5. Miscellaneous

- **5.1** Only the Lidl Plus Card of the person completing the Minimum Transaction Spend can be scanned. Lidl Plus Cards cannot be scanned retrospectively.
- **5.2** The prize is strictly non-refundable. No cash or other prize will be offered.
- **5.3** Any breach of these Terms and Conditions may invalidate an entry and/or result in forfeiture of the prize. The Promoter reserves the right to cancel, terminate, modify, or suspend the Competition and/or vary Competition rules, including these Terms and Conditions, without prior notice.
- 5.4 The Promoter and its associated companies accept no responsibility for any damage, loss, injury (other than for death or personal injury arising from negligence), malfunction or disappointment of any kind, however so arising from participation in the Competition or acceptance of the prize, whether due to error, omission by the Promoter its employees or agents, or for any other reason, and participants agree to indemnify the Promoter in this regard through their engagement with the Competition.
- **5.5** The participant has no right to compensation and acknowledges the decision on the prize winner by the Promoter is final.
- **5.6** No correspondence will be entered into regarding either the selection process or the outcome of the Competition.
- **5.7** In the event that the digital scratch card feature is not available or not functioning correctly on the Lidl Plus App, no transactions or digital scratch cards can be

retrospectively applied by the Promoter and the Promoter will bear no responsibility for technical issues.

- **5.8** In the event of any dispute regarding these terms and conditions and conduct of the Competition, the decision of the Promoter will be final with no appeal thereform.
- 5.9 The Promoter reserves the right to refuse to award the prize to a winner or to disqualify any participant where, in its sole view, there is a breach of these Terms and Conditions or where it deems it necessary to do so at its sole discretion.
- **5.10** These Terms and Conditions shall be governed by Irish law and the courts of Ireland shall have exclusive jurisdiction over interpretation of same.

## 6. Data Protection

- **6.1** By participating in the Competition, participants agree to the processing and storage of any personal data provided by them to Lidl Stiftung & Co KG and to the transferring of such data to the Promoter as a processor of such data for the purpose of administering the Competition as well as promotional activities around the Competition including, but not limited to posts on social media sites by the Promoter.
- **6.2** The Promoter will ensure that all personal data will be processed in compliance with data protection law. Participants' data will not be transferred out of the EU and such entry data, will be destroyed immediately after conclusion of the Competition.
- **6.3** Lidl Ireland GmbH is the controller for the processing of personal data of the participants and winners. For any questions relating to Lidl's processing of personal data in relation to the Competition, participants may contact:

Lidl Ireland GmbH Main Road Tallaght, Dublin 24 data.controller@lidl.ie

For any queries around the processing of personal data in relation to the Lidl Plus App, participants should refer to the Terms and Conditions Lidl Plus and Data Protection Policy Lidl Plus. In addition, participants may contact:

Lidl Stiftung & Co. KG Stiftsbergstraße 1 74167 Neckarsulm Germany dataprotection@lidlplus.ie

- **6.4** In order to operate the Competition, the following personal data will be transferred to the Promoter by Lidl Stiftung & Co. KG, Stiftsbergstraße 1, 74167 Neckarsulm, Germany:
  - 6.4.1 Lidl Plus Card Customer ID Number of all participants in the Competition who have completed the required steps and are eligible to be in the prize draw.
  - 6.4.2 in addition, first name and surname as well as telephone number and e-mail address of the winner.
- **6.5** Furthermore, the Promoter may collect any other personal data required for the purpose of carrying out the Competition.

- **6.6** The Promoter will use the personal data collected in the context of the participation in the Competition only to operate the Competition (e.g., drawing winners, notifying winners, sending the prize). The legal basis for the processing in the context of the Competition is generally participants' consent—which consent underlies the operation of user accounts under the Lidl Plus App.
- **6.7** Photographs, videos and data as set out in clause 3.6, of the winner may be taken during the prize giving; these may be published together with the name and hometown of the winner in promotional media of the organizer (e.g., press release, lidl.ie, employee magazine, social media). This data is processed on the basis of contract in consideration of the prize.
- **6.8** Data is only transferred to third parties where this is necessary for the implementation of the Competition (e.g., sending the prize via a logistics company) or in order to publish the winner (e.g., on Facebook or other social media channels). Apart from that, data will not be transferred to third parties.
- **6.9** At the end of the Competition and announcement of the winner, the personal data of participants will be deleted. Personal data belonging to winners will be retained for a minimum of 6 years and the image of winners may be used in Lidl's marketing activities.
- **6.10**Participants have the right to access their personal data, to withdraw their consent (if applicable), and in certain circumstances, the right to erasure. Participants may also object to Lidl's processing of their data if such processing is based on Lidl's legitimate interest. Data protection questions or concerns can be addressed to data.controller@lidl.ie. Participants may also contact the Data Protection Commission for Ireland and the Information Commissioners Office for Northern Ireland.