

# Terms and Conditions Lidl Plus

**Status: April 2021**

## 1. Area of Application and Relationship to other Regulations

These terms and conditions regulate the participation of the customer service programme (in the following “**service**”). The service is operated by Lidl Stiftung & Co. KG (in the following “**Lidl Stiftung**” or “**we**”), however, other parts of the Lidl Group (together in the following termed “**Lidl**”) are involved in the fulfilment of the service. The service is directed at consumers (in the following “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 service’s aim 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 service is made available on the basis of the following terms and conditions.

## 2. Conditions for Participation

You must be 18 years of age to register for our service. Participation can only take place for private personal use. Commercial/corporate entities are excluded from participation.

## 3. Account

To make use of our service, you must create an account. If you are registering with a Lidl online service for the first time, you will be automatically set up the My Lidl account described in section B. If you have already registered with another online service integrated with My Lidl Account, you can simply log in with your existing login data.

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 app, which is available for various mobile platforms.

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

#### 4. Subject of the Service

##### 4.1 Tailored Information

The purpose of the service 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.

With Lidl Plus you will benefit from a varied service tailored to your needs. This contains among other things offers specially matched with your needs and desires, the participation in competitions, discounts and special offer actions. To this end, we will try to determine your interests and preferences in relation to products and services offered by Lidl.

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. Since Lidl Plus is designed to provide you with information and offers that are as accurate as possible on the basis of your identified needs and wishes, you can unfortunately only use our service in its basic version without giving your consent to the analysis of your usage behaviour in this app. In this case you can still view information about our products, but you will not be able to participate in discount and special offers and redeem coupons.

##### 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, preferred Lidl store, date of birth, e-mail address, and mobile phone number. It is optional to provide us your gender, salutation and your home address (street, home number, city, Postcode & 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 at the till, we record the store visited by you, the products purchased according to amount, type and price, the coupons used, the receipt total 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.

#### 4.2.4 Customer Service

When you contact our customer service, 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, 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 information.

#### 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 app, your login details are saved in the app (encrypted) until you log out of the account.

#### 4.2.7 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 4.2 is brought together in our database. We evaluate the data 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 special offers, which has been of interest to customers with similar interests, may also be of interest to you. 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, when using the app we create user segmentation profiles for purposes of statistical analysis and assign these, if possible, to your person. Not included in the evaluation are special categories of personal data in the sense of article 9 Par. 1 of the GDPR.

### 5. General Conditions for Using the Service

To use the Lidl Plus service, a valid mobile phone number and e-mail address 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 their 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; keep your password secret and change in case of misuse or suspected misuse; use the service in correspondence with applicable legal regulations.

## 7. Liability

By downloading and registering your information on the Lidl Plus app, users acknowledge that Lidl may use their information for the purposes stated and will not be liable to them, whether in contract or negligence, for any damages or other compensation arising from the following:

- i) user participation or any offers made available to them, which are entirely discretionary on Lidl's part,
- ii) the app does not function or only functions in a limited way
- iii) no or only limited internet connection is available
- iv) the scanning device at the checkout does not function properly
- v) the coupons or products are not available

Lidl's liability is therefore excluded to the maximum extent permitted by law.

The liability according to the product liability law remains unaffected.

## 8. Termination, Deletion

The participant has 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 right of the parties to extraordinary termination for important reasons remains untouched.

## 9. Changes to Terms and Conditions

Lidl Stiftung can change these terms and conditions in accordance with this paragraph. The current version of the terms and conditions can always be opened. The status of the terms and conditions is stated in the terms and conditions document itself.

We can change these terms and condition insofar as the change serves our legitimate interests, especially an improvement of performance, and provided we appropriately consider customer interests.

If Lidl Stiftung changes the terms and conditions, Lidl Stiftung will inform the users through a relevant message in the app and request the user to confirm the new terms and conditions.

If the user does not confirm the new terms and conditions, Lidl Stiftung can terminate the relationship.

## 10. Final Provision

The European Commission provides an Online Dispute Resolution Portal under <http://ec.europa.eu/consumers/odr/>. However, we are not obliged and

not willing to participate in the dispute resolution proceedings before a consumer arbitration board.

## **B. User Terms and Conditions My Lidl Account**

Status: April 2021

### 1. Area of Application and Relationship to other Regulations

These terms and conditions regulate the use of the service My Lidl Account (in the following “My Lidl” or “service”). The service is operated by Lidl Stiftung & Co. KG, Stiftsbergstraße 1, 74167 Neckarsulm (in the following “operator”, “we” or “us”), other companies of the Lidl Group (together in the following termed “Lidl”) are involved in service provision. The service offers a unified access to numerous online offers of the Lidl Group (in the following “offers”). This is a so-called single sign-on service which allows the user to access several offers (e.g. online shop, booking portals and similar) from different companies with the same login details. In addition, the service offers users the opportunity to voluntarily provide information about their circumstances and interests in a user profile. The service is made available based on the following terms and conditions.

These terms and conditions do not apply to separate contractual relationships with third parties as part of the offers; for example, the purchase of products or services. Here, only the specific conditions of the relevant offer are valid (see above A for relevant services).

### 2. Registration and Account

For the use of My Lidl registration is required, whereby the user must create a password for the My Lidl Account. This is used together with your e-mail address or mobile phone number to access your My Lidl customer account. The registration process is completed when the telephone number provided by the user has been validated and registration has been finally confirmed by the operator.

The details provided by the user as part of the registration process must be correct. Details from third parties cannot be supplied. Should details change later, the user must adjust these without delay in their My Lidl account.



The access data is meant exclusively for use by the relevant authorised user and must be protected with appropriate measures from unauthorised access by third parties. If the user notices unauthorised use of the service, they must report this to the operator without delay. The user is liable for consequences due to third party use if they are responsible for it or for failing to stop it.

Use of My Lidl on the devices with Android operating system is only possible if that the device uses Google Chrome browser.

### 3. Subject of the Service

Subject of the service of My Lidl is the provision of a unified password protected Single Sign On Service for different offers within the Lidl Group. This essentially means that the My Lidl Account created can be used for registering/logging in to all offers integrated with My Lidl without requiring a separate registration or again provision of detailed user data.

If you register with the target service without having previously registered with other Lidl online services, you will automatically set up the My Lidl account. In the event that you have previously registered with another online service integrated with My Lidl Account, you can simply log in to the Target Service with your existing credentials. If Lidl offers new online services in the future, it is possible that you will also be able to use these via your My Lidl account. Supplementary terms of use may apply in this case.

The administration of user master data takes place centrally via My Lidl. These are transmitted to the relevant target service when using specific offers in order to permit the relevant transaction (see below 6). In My Lidl, both the customer master data collected for the use of this offer and those customer master data that you have provided when registering/logging in to other Lidl online services are stored.

In addition, the My Lidl Account enables the respective user to answer certain questions about his or her circumstances and interests by means of suggested choices. This allows the user to view, change or remove his or her My Lidl customer profile at any time. If the user has also registered for the "Lidl Plus" service of the Lidl Stiftung, this information will be used in Lidl Plus for the purposes of personalised advertising. More detailed regulations in this regard can be found in the Lidl Plus Terms of Use.

The use of My Lidl is free. However, the use of concrete offers could involve costs, which are transparently displayed with the relevant offer in accordance



with legal requirements. The same applies for possibly required third party services, such as the internet connection.

#### 4. Guarantee, Liability

The operator makes an effort to make My Lidl available on a continuous basis and without disruption or faults. Due to technical conditions such as configuration changes, maintenance, device breakdown and similar, this cannot always be guaranteed. In case of a service breakdown the operator will make all efforts to restore a fault-free service as soon as possible. The operator does not accept responsibility for possible consequences due to lack of (complete) usability.

The operator reserves the right to operate My Lidl in future with reduced and/or changed functions or to terminate My Lidl. The user does not have a claim to (continued) use of this (gratis) service.

As part of the individual offers, the operator of the relevant target service carry the sole responsibility for the provision of the services. The operator is not liable for possible claims resulting from this. The same applies to other contributions of independent third parties such as for example an internet provider.

Users agree that the operator's liability shall be excluded in all possible respects to the maximum extent permitted by law.

#### 5. Termination, Deletion, Changes

The operator as well as the user can end the user relationship for My Lidl at any time without a notice period. As part of the administration of the My Lidl account, deletion of the account can be initiated by the user any time.

A termination by the operator may be considered especially when the user violates the terms and conditions. Until such events have been clarified the user data can be blocked.

The operator reserves the right to adapt these terms and conditions in the future. The users will be informed through a message in the app and will be required to confirm the new terms and conditions. This does not include important changes such as e.g. obligation to pay; this always requires explicit consent. If the customer objects to a change, this can result in a termination of the user relationship by the operator.

## 6. Data Protection

The processing of your personal data takes place while preserving your legal data protection rights. To implement a service it is necessary that the details provided by you are forwarded to the provider of the relevant service you want to use to permit user authentication and provision of the service as detailed in the offer (e.g. shipping and payment for products ordered).

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

## 7. Final Provisions

The law shall apply to consumers insofar as this does not deprive them of the protection granted to them by mandatory provisions of the country in which they have their habitual residence.

The European Commission provides an Online Dispute Resolution Portal under <http://ec.europa.eu/consumers/odr/>. However, we are not obliged and not willing to participate in the dispute resolution proceedings before a consumer arbitration board.

## **Terms and Conditions for Download**

You can find the terms and conditions for the app "Lidl Plus" for download as PDF [here](#).