

Excerpt: Lidl Plus Conditions of Participation for the reservation function

7. Ordering and Collecting Service ("Lidl Click & Collect" service)

The regulations under this Section 7 apply to the use of the "Click & Collect" as part of the service and the pick-up service ("Ordering and Collection Service"). The Click & Collect service is available exclusively in the Lidl Plus app.

7.1 Scope

The Click & Collect service allows you to submit a non-binding request to set aside the products specified in more detail in Lidl Plus and pick them up at a store of your choice via the pick-up service. 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 assortment are only available for a limited time. Therefore, we reserve the right to restrict or deactivate the Click & Collect service in Lidl Plus at any time, even without prior notice.

7.2 Ordering and Collection process

7.2.1 Process steps

The process is initiated within the service via the general product selection or the "Click & Collect" tab. The Click & Collect service in Lidl Plus will automatically display the products that are expected to be available in your selected store. You place a reservation request by selecting the product in the desired quantity in Lidl Plus and clicking on "Add to cart". Within the cart, you can change the quantity of the selected products or remove products from the cart. The reservation request is completed as soon as you click on "Confirm reservation" within the cart.

By clicking the "Confirm reservation" button, you submit a non-binding request to query the availability of products in the selected store and, where available, to temporarily set aside those products for purchase and collection ("Reservation Request"). Until you click the "Confirm reservation" button, you can cancel or modify the entries made at any time by clicking the "arrow icon".

Following receipt of your Reservation Request, you will receive an automated confirmation sent to the email address provided during registration ("Confirmation"). This Confirmation merely acknowledges receipt of your reservation request and does not constitute a sales contract, an acceptance of an offer, or a distance contract. As soon as the requested products have been deposited for you in the store and are ready for collection, you will receive a collection notification by email detailing the applicable holding period. This holding period may also be found in the Lidl Plus App. An extension of the holding period in the store is not possible. In addition, you can track the status of your reservation request at any time in Lidl Plus.

You can access, save, or print the currently applicable Terms and Conditions of Participation at any time at [\[Lidl Plus Terms of Use IE\]](#) [\[Lidl Plus Terms of Use NI\]](#). We do not store the text of the reservation request after completion.

7. 2.2. Substitutes

In the shopping cart overview, the "substitutes" option is pre-selected by default to allow an employee to select a similar product if a requested item is unavailable at the time of pick-up. You can opt out of the substitution in the shopping cart overview. Substitution can be excluded entirely or on a product-by-product basis. If a selected product is unavailable, an employee will select a similar product, which may differ in its properties. You will receive a pick-up notification via email in which the final product

list is detailed. This notification constitutes an update to your non-binding reservation request and does not constitute a binding contract of sale.

7. 2.3. Comments for the picker

In the free text field "Comments for the Picker", you can address non-binding requests to the employee. The statements made here are expressions of preference that have no effect on your reservation request. Changes to the reservation request, for example regarding the quantity of the products, are excluded via the free text field. Entering personal data is prohibited.

7.2.4 Pre-authorization and payment

After clicking "Confirm reservation", you will be redirected to an overview to review your details. From there, the "Go to authorisation" button will take you to Lidl Pay. By pressing the "Confirm" button, you authorise a temporary pre-authorisation hold for the displayed estimated amount on your stored payment card.

This estimated amount equals 115% of the estimated total cost of the reserved products including taxes and the service fee pursuant to Section 7.4.3. By means of pre-authorisation, this estimated amount is merely reserved on your payment card account and is not a payment or definitive charge.

The final contract of sale and actual payment transaction occur exclusively on-premises at the time of collection, based on the prices then applicable, the quantity actually taken, active Lidl Plus coupons and the service fee pursuant to Section 7.4.3. The final charge to your payment card will only occur after the physical handover and inspection of the products by you or an authorised person. Any charge exceeding the pre-authorised amount is excluded. If the final total price is lower than the pre-authorised amount, only the final total price will be debited, and the remaining hold will be released automatically. When using the Click & Collect service, only the digital receipt is available through Lidl Plus.

7.3 Subsequent modification and cancellation of the reservation request

You may cancel or modify a reservation request in whole or in part until 23:59 on the day prior to the scheduled collection, in the Lidl Plus App via the "Home" tab by selecting "Change order" or "Cancel order".

By clicking "Change order", this allows you to add or delete items or choose a different collection timeslot. Your products are then returned to your shopping cart for editing. Any modification only becomes effective once you re-confirm your reservation request by authorising a new pre-authorisation hold, simultaneously the original pre-authorisation hold is released. Re-confirming the reservation request constitutes a new non-binding request to query product availability and hold products. If the reservation request is not re-confirmed, the modifications will not take effect. When modifying a request, you retain your original order number and will not receive an additional email regarding the updated reservation request.

Following any cancellation of your reservation request, you will receive a confirmation message at your registered email address.

Alternatively, if technical cancellation is no longer available in the app, you may refrain from purchasing the goods and allow the reservation request to lapse by not collecting the products within the holding period; no costs will be incurred if you do not collect or purchase the items.

7.4 Pick-up service and purchase in the store; Service fee

The contract for the purchase of selected products is formed strictly on-premises of the selected store upon physical collection.

Depending on the equipment of the selected store, collection takes place either in accordance with Section 7.4.1 (Collection service with vehicle handover) or Section 7.4.2 (Collection service with locker system). Which system is available in your selected store will be displayed to you in the reservation process when selecting the store.

7.4.1 Collection service with vehicle handover

Products are set aside for your inspection and collection during your booked time slot. For collection, drive to the selected store during the booked collection window and park in one of the parking spaces designated for "Click & Collect" and submit an arrival notification by clicking "I'm in the parking lot" in the Lidl Plus App. An employee will bring the held products to your vehicle. The handover takes place upon providing the collection PIN code.

At the vehicle, you have the opportunity to inspect all products and set aside any items you do not wish to buy. Subsequently, the employee handles the complete checkout and payment process on your behalf. A contract for the purchase of the products is concluded upon physical handover to you of the final selected shopping cart.

7.4.2. Pick-up service with locker system

An employee deposits the held products in an automated locker system on the store premises before your selected collection time.

For collection, proceed to the locker terminal and enter the collection PIN code communicated to you; the designated locker compartments will unlock for your inspection.

Entering the collection PIN code at the locker terminal unlocks the compartments for your inspection. A binding contract of sale is formed on-premises for the products you physically removed from the locker. No payment is processed at the time you collect the items from the locker terminal. Final Payment is processed subsequently by a store employee during scheduled checks conducted throughout the day.

If, upon inspecting your items at the locker, there is a product you do not wish to take, you must bring that item into the store and present it to an employee at the checkout tills. The employee will remove the item from your shopping cart bill so that the price of the product is deducted, ensuring you are charged strictly for the items you have taken. In all circumstances, final payment is processed by an employee.

In the following exceptional situations, collection does not take place exclusively via the locker, but additionally through or with the support of a store employee:

(a) Oversized products: If products cannot fit in the locker due to their size or weight, you will receive a notification after entering the collection code. In this case, an employee will bring these products directly to you upon terminal notification.

(b) Age verification: For certain products with a statutory age restriction (e.g., alcohol), age verification by a store employee is required. Locker compartments containing age-restricted products cannot be opened by yourself, but only after verification by the employee. If such a product is included in your reservation request and you cannot present valid proof of age to the employee upon collection or have not reached the required minimum age, you may remove the remaining, non-age-restricted products from the locker. In this case, the age-restricted products will be removed from the reservation; the purchase price for the removed product will not be charged to you.

(c) Products not purchased within the holding period: If you do not purchase and collect the goods reserved by you within the holding period specified in the collection notification by entering the collection PIN code, the products will be removed from the locker by an employee and held in the selected store for a further 24 hours. If you enter your collection PIN code at the locker terminal after the holding period has expired, you will be informed via a dialogue box; an employee will then bring the products to you or you will be asked to enter the store.

7.4.3 Service fee

We charge a service fee of €4.99 for the provision of the collection service (picking, locker maintenance, and checkout processing). The fee only applies if you complete the purchase of at least one product upon collection. If you refrain from purchasing, or if you decline all products at the store, the fee does not apply, and any pre-authorisation hold will be fully released.

7.5 Pick-up by an Authorised Person

You may authorise a third party ("Authorised Person") to inspect, purchase and collect the items on your behalf by sharing your confirmation and collection PIN code via the "Share" function in Lidl Plus.

Sharing the collection PIN code grants the Authorised Person power of attorney to conclude the on-premises sales contract in your name. The authorised person must have full legal capacity under applicable Irish Law (being at least 18 years of age). In the case of age-restricted products, the Authorised Person must meet statutory minimum age requirements and present valid identification upon request. A separate registration as a Lidl Plus user by the Authorised Person is not required; however, they must have the Lidl App installed on their smartphone in order to display the confirmation. The sales contract remains between you and the operating Lidl company.