

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 ("**Lidl Plus Service**"). Lidl Stiftung & Co. KG ("**Lidl Stiftung**" or "**we**") operates the Lidl Plus Service. But Lidl Stiftung can use subcontractors or other [Lidl Group companies](#), or both ("**Lidl Companies**" or "**Lidl**"), to provide the Lidl Plus Service. The Lidl Plus Service is intended for consumers ("**Users**" or "**you**") who, for example, wish to reserve products or use other Lidl Plus functions or receive personalised information from Lidl via the Lidl Plus app about offers and promotions and selected partners that are as tailored to your interests as possible. Lidl Plus thus aims to provide you with more relevant content and, in particular, to avoid you being sent infor-

mation that you are not interested in. We determine what content is relevant based, in particular, on your purchasing habits and usage behaviour of the products and services of the Lidl Companies, as described below.

Through the password-protected Lidl Plus Account you can view, access, manage and edit your data from various Lidl Plus Services of the Lidl Companies as defined above, such as the Lidl online store, the Lidl Plus app, etc. (“**Online Lidl Plus Service**”) at a central storage location (“**Account**” or “**Lidl Plus Account**”). Once you have registered with an Online Lidl Plus Service, the Account allows you to use the Online Lidl Plus Service with the same username and password, provided the Account is included in the corresponding Online Lidl Plus Service.

The Lidl Plus Service is provided based on these Terms of Use. You can consult them at any time at <https://www.lidl.com.cy/c/en-CY/terms-of-use-lidl-plus/s10023744> or download them and print them out. We do not save a copy of these Terms of Use after it has been signed.

2. Participation requirements

You must be 18 or over and be a consumer pursuant to national legislation in force to be eligible to join and use for the Lidl Plus Service. You may only use the Lidl Plus Service for your personal use. Using the Lidl Plus Service for any commercial use 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 clicking on “NEXT” on the Lidl Plus app and providing all the information requested, including your Account username and password (“LOG IN”) and then clicking on “SIGN UP”. Signing up for the Lidl Plus Service is free of charge. Until you click on “SIGN UP”, you can cancel your registration at any time by closing the Lidl Plus app, or you can delete, add to or correct any information you have entered into the various fields. 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.

Once the registration process has been completed, you can change the information in your personal Account at any time.

Once we have received your application to join the Lidl Plus Service, we will send you an email to the email address you provided during your registration process in order to confirm that we have received your application and that you have been registered to use the Lidl Plus Service (“Confirmation Email”). This Confirmation Email means that your registration process has been successful, so you can start using the Lidl Plus Service as soon as you receive it. This Confirmation Email will also include a verification link that you need to click on to verify your email address and link it to your Account. You will also automatically be assigned a Lidl Plus customer number when you register.

As we provide the Lidl Plus Service voluntarily and free of charge, we may refuse to set up an Account for you and we are under no obligation to justify our decision.

The email address and mobile phone number you provide to set up your Account must not have been already used for another Account. Nor can you use someone else's email address, mobile phone number or other contact details to set up an Account. You may not use temporary addresses to set up various accounts either. You must keep your access data safe and refrain from giving third parties access to your Account.

Every interaction with Lidl via your Account will be deemed to have been with you. This also applies if any third party has used your Account, regardless of whether they gained access to your Account by your actions or your failure to act. You must inform us immediately of any unauthorised use of your Account and must change your access data if you have reason to believe that any unauthorised third party has accessed or used your Account.

You can join the Lidl Plus Service via the Lidl Plus app.

The Account is only supported on Android devices whose default browser is Google Chrome.

4. Lidl Plus Service objectives when using the Lidl Plus app

This section applies exclusively to using the Lidl Plus Service. "Using the Lidl Plus Service" within these Terms of Use means using Lidl Plus app from the first time you log in to your Lidl Plus Account, which may happen automatically when you first register. [Section 6](#) of the Terms of Use applies to the Reservation Function.

4.1 Customised information

The main purpose of the Lidl Plus Service is to send you information that is relevant for you or to display it on the Online Lidl Plus Service and – to the extent possible – to personalise our offers and services for you.

The Lidl Plus app is free of charge.

With the Lidl Plus app, you can enjoy a wide range of customised Lidl Plus Services such as offers that are specially tailored to your needs and wishes, you can participate in prize draws, and benefit from discounts and special offers. We will try to determine which Lidl products and services you might be interested in or have a preference over.

4.2 Data collection and storage

We use the data that you provide us to find the most suitable offers for you.

4.2.1 Registering for Lidl Plus Services

During the registration process, we require the following information from you: first name, surname, surely date of birth, email address, mobile phone number and a password. You can optionally provide your title and gender. You may activate the “Stay logged in” function for convenient login. Activating this function sets a permanent cookie (for 12 months) in your device’s the browser for automatic recognition whenever you access the Lidl Plus Account. You can however delete this cookie at any time via the browser settings.

When you first register with an Online Lidl Plus Service (i.e. without having previously registered with another Online Service), you will automatically set up the Lidl Plus Account. But if you have already registered with another Online Lidl Plus Service that is integrated with your Lidl Plus Account, you can simply log in to another Online Lidl Plus Service that interacts with Lidl Plus using your existing login details. If the Lidl Companies offer new Online Lidl Plus Service in the future, you may also be able to use it via your Lidl Plus Account. Other terms of use may specifically apply to that new Online Lidl Plus Service. The Lidl Plus app’s single sign-on function gives you a cross-portal identity that the connected Online Lidl Plus Service recognises and verifies 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 Lidl Plus Service. The Lidl Plus Account stores your customer details and information as well as the customer details and information provided for other Online Lidl Plus Services. Your Account gives you centralised access to your customer details, login data, any information about your circumstances and interests that you voluntarily provide on the “About me” section, your “Family Club” programme benefits, and information about your preferred payment methods and your purchase/order history. Your data may be transferred to the corresponding Online Lidl Plus Service when you use a particular offer to make the whole process of using that Online Lidl Plus Service as simple as possible and, if necessary, to carry out the transaction in question.

4.2.2 Data from Lidl Plus app

If you have voluntarily provided information about your circumstances and interests on your Lidl Plus Account, the Lidl Companies may also use this information for other Online Lidl Plus Services (in particular to send you personalised offers).

4.2.3 Store visits

When you scan your Lidl Plus card during your visit to a Lidl store at the checkout point we record which store you have visited, the type, quantity and price of the products you have purchased or returned, the coupons and vouchers you have used, the total cost of your shopping, the average amount of you shopping in a given period, how often you purchase at Lidl stores, as well as both the time and type of payment you use.

You can use your digital customer card to identify yourself as a Lidl Plus customer at the checkout point. You also need to activate your Lidl Plus coupons on the app to be able to use them.

4.2.4 Customer service

We also use your data to handle your requests on Lidl's customer service department.

4.2.5 Tracking data from the Online Lidl Plus Service

If you have consented to us processing tracking data in the Online Lidl Plus Service to use it for Lidl Plus, we will also use this information to pick the best possible offers for you.

Please refer to our [Privacy Notice](#).

4.2.6 Reserved products

If you reserve products via the Lidl Plus app and then purchase them at one of our stores, we also collect information about your use of our reservation service and which products you have used it for.

4.2.7 Partner offers

Through the Lidl Plus app, you can receive discounted offers from partners from time to time (e.g. as part of discount campaigns). These offers contain a generic or individualised identification number (promotional code) assigned by the respective partner, which you must provide to the partner or read out in order to use the offer. Some of these offers require you to identify yourself as a Lidl Plus customer using a QR code or your digital customer card rather than a promotional card. The coupons are not an offer from us; receiving and using the offers are exclusively subject to the corresponding partner's conditions and privacy notice. This means that the partner making the offer may change or cancel the offer from time to time. The partners will inform us if you use the coupons, vouchers, promotional codes, etc. The "Partner Deals" function may contain links to third-party websites, which we do not control and are not responsible for.

If you use a special offer through the Lidl Plus app that requires you obtain goods or services directly from one of our partners, they will provide us your details (email address and mobile phone number) so that we can correctly apply the offer to your Account.

4.2.8 Online shop / Other digital offers

We receive details from Lidl Group companies about how you use the Online Lidl Plus Service or other apps, websites or other Digital Lidl Plus Services, such as the click and collect service, flower offers, travel offers, online recipes, photo offers, the Monsieur Cuisine app, the Lidl Home app, Family Club, etc. (in particular selected and purchased products, payment information and information about the delivery method, your responses to surveys, your participation in competitions, the products stored in your shopping basket, how often you shop, your tracking data,

etc.) and, if possible, allocate them to your person, your email address or your customer number. We also combine the data we collect with the information about the products you have purchased at Lidl stores, for example to be able to determine which offers you might be more interested in or have a preference over and send you information about promotions, special offers and to better tailor our advertising to your needs and interests.

4.2.9 “Shop & Win!”

Reaching certain spending targets in a month is rewarded with a coupon. We reserve the right to change your individual spending target thresholds and the value or type of corresponding coupons from time to time at the beginning of each month.

4.3 Data analysis

The data described in section 0 described above are summarised in our database. We analyse the data with the aim of identifying information that may be of interest to you so that we can send or display that information to you first and foremost. We also use mathematical-statistical methods to determine potential product interests, taking our product range into account. For this purpose, we compare your personal data with the data of other customers. Based on this comparison, we can 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 Lidl Plus app and user segmentation profiles. We allocate this information to you for the advertising purposes covered in these Terms of Use. It also gives us a general insight into how we can optimise our app and make our advertising campaigns more successful. 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 (for other data transfers, please refer to the Lidl Plus Privacy Notice).”

To stimulate your interest in product categories that you do not normally buy, you may receive offers for other product categories on the Lidl Plus app. 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

You need a valid mobile phone number, an email address and a Lidl Plus Account to use the Lidl Plus Service.

To be able to use Lidl Plus app fully, you must download the software from an app store. Specific software versions are available for different types of mobile phones. For some types, suitable software cannot be offered for technical reasons. If there is no suitable software version for your

mobile phone, you will not be able to use the Lidl Plus Services. 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 phones, Lidl Stiftung is unable to provide an up-to-date list of all the mobile phones that support the Lidl Plus Services.

Installing the software and using the Lidl Plus Services require a regular data transfer from your mobile phone. The scope and frequency of data transfer depend on the type and scope of use of the Lidl Plus Services. You will bear the connection costs incurred for this data transfer. The amount will depend on your contract with your mobile phone operator.

The costs of setting up and maintaining an internet connection for Users are not part of Lidl Stiftung's services. These services should be included in your contract with your internet provider.

You also need to have enough battery power to use the Lidl Plus Service as well as sufficient screen brightness to be able to scan the QR codes during the checkout process.

You undertake to install the updates we offer. We will inform you accordingly while using the software. Using the Lidl Plus Service on manipulated end devices (e.g. by jailbreaking/rooting) is prohibited.

6. Reservation function

This section applies to using the Reservation Function, which is only available for Lidl Plus customers.

6.1 Object

The Reservation Function allows you to reserve the products specified on the Lidl Plus app and then collect them from a shop of your choice. To do this, you must first register via the Lidl Plus app in accordance with [Section 3](#) to register for the Lidl Plus Service. Please note that some products in our range are only be set aside for you for a limited time. We therefore reserve the right to restrict or deactivate the Reservation Function on the Lidl Plus app at any time, even without notifying you in advance.

6.2 Non-binding nature of reservations

Reservations are free of charge and not binding. They do not give rise to any main contractual obligations, which means that they neither oblige you to purchase the product in question nor gives you a right to retain or receive the products.

6.3 Reservation process

The Reservation Function on the Lidl Plus app will automatically show you which products are available in your selected store. If the products are not available in the selected store, you can switch to another store. To make a reservation first select the product in the desired quantity on the Lidl Plus app and click on "Reserve" to add the product to your shopping basket. You can change the quantity of the selected products or remove products from the shopping basket. The reservation is completed when you click on "Confirm non-binding reservation" in the shopping basket. You should then receive an email confirming that your reservation request has been received at the email address you provided during your registration process. As soon as the reserved products have been deposited for you to collect at the Lidl store, you should receive a collection notification also by email. You can consult how long the reserved products will be set aside for you at the selected shop on your Lidl Plus app and in the collection notification. The period during which the Products are set aside for you at the Lidl store cannot be extended. You can also track your reservation status at any time on the Lidl Plus app.

6.4 Collection and purchase at the shop

To collect your reserved products, please contact an employee at the selected store and give them your reservation order number, which you can find on your Lidl Plus app, the reservation confirmation or in your collection notification. You can purchase the reserved products by paying for them at the store's checkout point. The contractual partner is the Lidl company operating the collection shop.

6.5 Changing and cancelling the reservation

You can change or cancel all or part of your reservation in "Your reservation" section on the Lidl Plus app by clicking on "Change" or "Cancel reservation". By clicking on "Change", your previous reservation will be cancelled and all your originally reserved products will be added to your shopping basket again. You can then edit the shopping basket and confirm the reservation again by clicking on "Confirm non-binding reservation". If you do not confirm the reservation again, the products will not be reserved. When you change or cancel your reservation, you will receive a confirmation message to the email address you provided during your registration process.

As an alternative to cancellation or if cancelling the reservation is no longer technically possible because the reservation is no longer at the "in preparation" stage, you can just allow the reservation to expire by not collecting the reserved products within period specified in section 6.3.

6.6 History

While the Reservation Function on the Lidl Plus app 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 the Lidl Plus app 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 Lidl Plus Service in accordance with applicable law.

Please also note that we primarily use your mobile phone number to identify you as the authorised holder of your Lidl Plus Account. It is therefore very important that your current mobile phone number is always stored on the Lidl Plus app. 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 to prevent unauthorised third parties from gaining access to your Lidl Plus Account if you change your mobile phone number.

8. Termination

8.1 Right of termination

You have the right to terminate your participation in Lidl Plus within 14 days without giving any reason. The termination period starts on the date your participation in Lidl Plus begins.

You can exercise your right to termination, by sending us to

Lidl Stiftung & Co. KG
Stiftsbergstraße 1, 74167 Neckarsulm

Telephone: 800 94 404

E-mail: dataprotection@lidlplus.com.cy

unequivocal confirmation of your decision to terminate your participation in Lidl Plus (e.g. by post, fax or email). You may – but are not obliged to – use the attached sample termination form. To meet the termination deadline, all you need to do is send your termination notification before the termination period expires.

8.2 Consequences of termination

If you terminate this contract your participation in Lidl Plus, we will reimburse all payments we have received from you what you paid in the transaction in question, including delivery costs (except for any additional costs resulting from you choosing a type of delivery to return the

product that is not the least expensive type of standard delivery we offer), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to terminate this contract your participation in Lidl Plus. We will refund the payments by the same means of payment that you used for the original transaction, unless expressly we agree otherwise with you; we will not charge you any fees for refunding the payments for reimbursing you for what you paid in the transaction in question.

If you have requested that the services commence during the termination period if the services are already being provided during the termination period, you must pay us a reasonable amount corresponding to the proportion of the services already provided until you inform us of your decision to exercise your right to terminate your participation in Lidl Plus in relation to the total scope of the services established in that contract.

8.3 Termination form

[Termination form](#)

9. 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.

We are liable without limitation for intent and gross negligence as well as for damages resulting from acts causing death or personal injury.

In simple negligence cases, we will only be liable if we have breached a material contractual obligation. A material contractual obligation means an obligation the fulfilment of which is essential for contract performance and the fulfilment of which the contractual partner may therefore regularly rely. In this case, liability is limited to the standard and foreseeable damage at the time the transaction in question was executed.

The limitations of liability will apply accordingly in favour of our employees, agents and vicarious agents.

Any liability on our part for guarantees expressly designated as such and for claims based on the Product Liability Act shall remain unaffected.

All other liability on our part is expressly excluded.

10. Cancellation, deletion

You are entitled to terminate your participation in Lidl Plus Service at any time without giving a reason by clicking on “Delete account”. Lidl Stiftung can also cancel your participation in Lidl Plus Service at any time even it does not have good cause. Specifically, Lidl Stiftung may consider cancelling your participation if you breach these Terms of Use. Until any incidents in this regard have been clarified, we may initially block your user data. In particular, we reserve the right to delete your Lidl Plus Account if you provide false information. Lidl Stiftung and User can cancel participation in the Lidl Plus Service for good cause.

11. Final provisions

These Terms of Use are drafted in English.

These Terms of Use are governed by and shall be construed in accordance with the law of Cyprus.

The Parties agree that the courts of Cyprus shall have exclusive jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with these Terms of Use and irrevocably submit to the exclusive jurisdiction of the courts of Cyprus.

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

The European Commission provides an Online Dispute Resolution Portal under <https://ec.europa.eu/consumers/odr/main/?event=main.home2.show>. However, we are not obliged and not willing to participate in the dispute resolution proceedings before a consumer arbitration board.