

## Terms and conditions Lidl Plus

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### 1. Scope of application and relationship to other regulations

These general Lidl Plus terms and conditions (“ **general terms and conditions** ”) govern participation in the Lidl Plus loyalty program (“ **the service** ”). The service is provided by Lidl

Stiftung & Co. KG (“ **Lidl Stiftung** ” or “ **we** ”), Stiftsbergstraße 1, 74172 Neckarsulm , Germany, telephone: 020-190 80 70, email : kundtjanst@lidl.se . The Lidl Foundation is entitled to use subcontractors and/or other companies within [the Lidl Group](#) (“ **Lidl companies** ” or “ **Lidl** ”) to provide the service. The service is aimed at consumers (“ **users** ” or “ **you** ”) who want to reserve products via Lidl Plus and/or who want to receive customized information about offers and campaigns from Lidl and selected partners via Lidl Plus, which corresponds to the interests of each user to the greatest extent possible. Lidl Plus also aims to provide users with zmore relevant content and to ensure that Lidl does not send content that is uninteresting to the user. Please note that not all services below are necessarily offered in Lidl Sweden yet. The basis for determining relevant content is purchasing and user behavior regarding the products and services of the Lidl companies, as described below. The service is made available on the basis of the following terms and conditions. You can download and save or print the current and applicable general terms and conditions at any time from [this link](#).

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.

Lidl reserves the right to unilaterally change the terms and conditions (so that they follow technical developments and are adapted to the offers offered). It is up to the consumer to check any changes to the terms and conditions. The current terms and conditions are available on Lidl's website.

## **2. Conditions for participation**

You must be 18 years old and a consumer to register for our service. Participation is for private use only. Commercial participation is excluded.

## **3. Registration, account and fulfillment of contracts**

To use our service, you must create an account.

You register to use the Service by providing the requested information in the registration process, entering your account username and password ("Login Details") and clicking the " Register Now " button ("Offer"). You may cancel your registration or change the information you have entered in the various fields at any time or by closing the App. During the registration process, your mobile phone number must be verified. To do this, we will send you an SMS with

a confirmation code. Without verification of the mobile phone number, the registration process cannot continue.

After you have completed the registration process, you can change the information you have provided at any time by accessing your personal account.

Upon receipt of the offer to enter into the contract, we will send a confirmation of receipt of the offer ("order confirmation") to the email address you provided during registration. This order confirmation also represents our acceptance of the offer ("conclusion of contract") and contains a verification link. The service is activated and can be used as soon as you have received the order confirmation.

Since we offer the service voluntarily and free of charge to you, we have the right to refuse the creation of an account in individual cases without giving a reason.

The email address and mobile number you provide must not be allocated to another account. It is also not permitted to provide an email address, mobile number or other contact details that do not belong to you, especially so-called "mailing addresses" are not permitted. You must keep your details safe. It is not permitted to allow other people to access your account.

All interactions with Lidl that occur through your account are attributed to you. This is also the case if a third party acts through your account, if the third party was able to use your account due to your negligent behavior. It is your duty to inform us immediately of any unauthorized use of your account and to change your access details if you suspect that your account has been used by other people.

You can join the Lidl Plus Service via:

- The Lidl App
- Our website: [lidl.se](https://lidl.se); [recept.lidl.se](https://recept.lidl.se)

The use of the account on devices with Android operating system is only possible if the device uses the Google Chrome browser.

For the purpose of entering into the agreement, the Swedish-language version has precedence in interpretation.

#### **4. Lidl Plus service**

This Section 4 only applies to the use of the Lidl Plus service. "Use of the Lidl Plus service" in accordance with these terms and conditions means the use of Lidl Plus from the first login with

your Lidl Plus account, which may occur automatically after successful registration. In order to use the Click & collect function, [Section 6](#) applies. Please note that you can only use this service if you use Lidl The app, if not used, Click & collect will not be available to you.

#### **4.1 Personalized marketing**

The purpose of the service is primarily to show you information that is tailored to your needs and to design personalized offers and services. The offers and services may come from Lidl as well as from our partners.

Participation in Lidl Plus is free of charge. However, the service is based on you providing the information specified in this section.

With Lidl Plus you can enjoy a wide range of services tailored to your needs. These include, among other things, offers tailored to your needs and wishes, participation in competitions and discounts, and special offers. To fulfill this, we will try to determine your interests and preferences regarding products and services offered by Lidl.

#### **4.2 Data collection and storage**

The information in this section forms the basis for Lidl's decisions about your personal offers.

##### **4.2.1 Registration on Lidl Plus**

When registering, we request the following personal data: first name, date of birth, email address, mobile phone number and a password. Title and gender are optional. For a convenient login, you have the option to activate the "Stay logged in" function. When activating the function, a permanent cookie (12 months) is placed in your device's browser, which ensures that the account recognizes you the next time you visit it. This cookie can be deleted at any time via the settings in your browser.

If you register with a connected online service without having previously registered with one, you will automatically create a Lidl Plus account. If you are already registered with another online service that is integrated with your Lidl Plus account, you can log in to that online service with your existing login details. If Lidl companies offer new online services in the future, you may be able to use them via your Lidl Plus account. Additional terms of use may apply to individual online services. The Lidl Plus single sign-on feature provides you with an identity across multiple portals that is recognised and verified by the connected online services and that you can manage via your Lidl Plus account. The Lidl Plus account allows you to view, access, manage and correct your data from different online services in one central location.

Your Lidl Plus account stores your personal data and information as well as that the one you have provided when using other online services. In this way, all your personal data, login details, voluntarily provided information about your living conditions and interests from the "About me" section, information about the benefits granted, as well as information about stored payment methods and history of purchases and orders, are available for you to view in your account. If necessary, your data will be transferred to the respective online service when you use specific offers in order to enable the easiest possible use of the respective online service and, if necessary, also the execution of the respective transaction.

When you use Lidl Pay via Lidl Plus allows you to activate so-called "two-factor authentication" for all your online services. After you have activated two-factor authentication, you will be asked to enter a verification code every time you log in to your account. This code will be sent to the mobile phone number or email address you have registered with us.

If you no longer want two-factor authentication, you can disable it at any time in Lidl Plus or mark a device as trusted. In that case, however, you will no longer be able to use Lidl. Pays 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 use that information in various online services (in particular to show you personalized offers there).

#### **4.2.3 Store visits**

Lidl records which store you visited, the products you purchased or returned by type, quantity and price, the coupons and pawnshop checks you redeemed, the total amount of the receipt, the average amount of your receipts over a certain period, how often you purchased them, the time of payment and which payment method was used.

You can either identify yourself at the checkout with your digital customer card or with the mobile phone number you have linked to your account. Coupons in Lidl Plus are only registered if you have activated them in the app under "coupons" before identifying yourself at the checkout.

#### **4.2.4 Customer service**

Information you provide when contacting Lidl customer service may be saved and used later.

#### **4.2.5 Tracking data from online services**

If you have consented to the processing of tracking data in online services for use in Lidl Plus, we will use that information to determine your personalized offers.

Please note our [privacy policy](#).

#### **4.2.6 Product reservation**

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

#### **4.2.7 Partner offers**

Lidl Plus gives you the opportunity to receive discounted offers from Lidl partners. As a rule, these offers contain a generic or individualized identification number ("promotion code") issued by the respective partner, which you must enter when redeeming the offer or which is automatically loaded. For some of the offers, you must identify yourself as a Lidl Plus customer using a QR code or your digital customer card. Partner offers are not an offer from Lidl and therefore the receipt and use of the offers are exclusively subject to the respective partner's terms and conditions and data protection information. This means that partner offers from a partner may be changed and/or removed from time to time. The partner companies inform Lidl about the redemption of coupons, vouchers, value codes, etc. If the "Partner benefits" function contains external links (hyperlinks) to third-party websites, these linked websites are solely subject to the responsibility of the respective operator.

If a special offer within Lidl Plus is granted for the procurement of services with our partners, Lidl will have access to your contact information (email address and mobile number) so that we can link the special offer to your account.

#### **4.2.8 Lidl Charge**

With Lidl Plus you also have the option to use charging stations operated by Lidl Dienstleistung GmbH & Co. KG ("operating company"). In order to obtain electricity, appropriate agreements must be concluded with the operating company. To start the charging process with Lidl Plus at one of these charging stations, you must identify yourself with Lidl Plus at the respective charging station and start the charging process. Before starting charging, connect your electric vehicle to the charging point and select the desired charging point in Lidl Plus.

These terms and conditions do not apply to the purchase of electricity or the use of charging stations. In this case, only the specific terms and conditions of the respective operating companies are relevant.

#### **4.2.9 Lidl Pay**

##### **General**

Lidl Plus gives you access to a mobile payment service ("Lidl Pay"), where you can register your debit or credit card. This makes it easy to pay for the goods or services you have purchased with your mobile device at various payment points (e.g. at the checkout, etc.). You can register debit and credit cards from Visa, Mastercard and Maestro for this service. The use of the mobile payment function may be subject to additional terms and privacy notices from the relevant payment providers. The mandatory registration in Lidl Plus takes place in a secure environment.

##### **Card registration process**

You can store multiple debit and/or credit cards for use at Lidl Pay. Before you can register a card for the first time, you will be asked to create a personal passcode. The passcode should not be the same as your card PIN. If you use other authentication methods, the terms of use and privacy policies of the respective provider may also apply (e.g. the TouchID or FaceID functions from Apple). After you have made your first card registration or added additional cards, you will be redirected to a secure website of the payment platform provider for card registration in Lidl Plus. Here you have the opportunity to enter the required information such as card number, validity period, debit/credit card verification number (CVV2), name and surname. Once the registration has been confirmed in the form, i.e. after the payment service provider has checked the information and you have approved with Bank-ID, a so-called token is generated and stored in your Lidl Plus customer profile. The token is an identification function that does not contain any card details and is only used to assign the registered card with the payment service provider to your credit or debit card during a transaction.

Upon successful card registration, the payment service provider Lidl sends, in addition to the token, the first 6 or 8 (depending on the length of the IBAN number) "Bank Identification Number") and the last 4 digits of your card number and the card's expiration date and links them to your Lidl Plus customer profile.

##### **Payment process**

When you open your digital Lidl Plus customer card, you can use a checkmark button to indicate that you want to use mobile payment at checkout. This setting will be retained until you change it again. However, this does not apply to payment at a charging station. If you have selected mobile payment, you must enter your passcode before each payment process to generate the digital code. The code is valid for 15 minutes. After 15 minutes, you must create a new code.

During the payment process, the token identifying your debit/credit card is sent to the payment provider along with the amount to be paid and other transaction-specific information. Once the transaction has been confirmed, your purchase of goods or services is completed and you receive an invoice with the relevant card transaction details, just like with any other purchase of goods or services using a debit or credit card.

In order to be able to carry out the payment transaction in accordance with the provisions of Directive (EU) 2015/2366 ("PSD 2"), applicable national implementing laws and Delegated Regulation (EU) 2018/389, we enable, with the help of our service providers, your credit institution or the institution that issued your payment method ( e.g. your debit or credit card) to perform customer authentication and preliminary risk analyses in order to assess the need for such customer authentication. This is to ensure that you yourself are using the payment method and not someone else with improper intentions. This information specifically concerns data about you, the current transaction and your previous payment behavior.

### **Caution when handling passcode**

You are obliged to protect the passcode that you have entered for mobile payment, which means (1) not to forward the passcode to third parties, (2) to keep the passcode separate from your mobile phone and in particular (3) not to save the passcode, for example in your phone's note function.

### **Blocking Lidl Pay**

Lidl has the special right to block your Lidl Pay, especially if any of the following apply:

- If this is necessary to protect our or the payment service provider's legitimate interests,
- in the event of misuse or fraudulent use of Lidl Plus or Lidl Pay or if there is suspicion of abuse or fraudulent use of Lidl Plus or Lidl Pay,
- provided that you or customer service have deactivated the so-called " two-factor authentication " for your Lidl Plus account. With two-factor authentication, you will be asked to enter a verification code every time you log in to your account. This code will be sent to the mobile phone number or email address you have registered with us.

Blocking Lidl Pay means you can no longer process payments through Lidl Pay. If possible, we will inform you about a blocking of Lidl Pay before blocking and state the reason. The same applies to unlocking.

### **Deactivation of Lidl Pay**

We have the special right to deactivate Lidl Pay for you, especially in the following cases:

- About the Lidl passcode Pay or if the credit or debit card expiration date was entered incorrectly five times in a row.
- You credit or debit card expires

If your credit or debit card has expired. A Lidl deactivation Pay means you can no longer process payments through Lidl Pay.

### **Forgotten password**

If you no longer remember your Lidl Pay passcode gives you the opportunity to change your passcode without losing the information you have entered.

Depending on the payment details you have saved with Lidl Pay you must do a single or double security check to enter a new passcode. The security check may include requesting payment details, validating the mobile phone number or other details such as the expiry date of the registered debit or credit card.

## **4.3 Data analysis**

Lidl compiles the data described in [section 4.2 in our database](#). We evaluate the data in order to identify and send information that may be of interest to you. We use mathematical and statistical methods to determine potential product interests, taking into account our product range. For this purpose, your personal data will be compared with the personal data of other customers. Based on this comparison, we can determine which other products and campaigns other customers with similar interests have shown interest in and may therefore be of interest to you. Lidl does not undertake any legal obligation to ensure that the data processing always works in the manner described above. With your consent, we create analyses of your use of the app and user segmentation profiles. We assign this information to you for the advertising purposes covered by this agreement. This also gives us general insights into how we can optimize our app and how successful our advertising campaigns are. We provide our advertising partners with statistically processed anonymous data about the success of their advertising campaigns for billing purposes. Our advertising partners cannot trace the

information back to you personally (for other data transfers, please see our Lidl Plus privacy policy).

To pique your interest in product categories you don't normally buy, you can get offers for other product categories in Lidl Plus. It is likely that customers will get different discounts for the same product category to test Lidl's commercial campaigns.

## **5. General terms and conditions for use of the service**

### **5.1 Terms of use of the service**

To use the service, you need a valid mobile number, an email address and a Lidl Plus account.

In order to use Lidl Plus fully, you must download the software from an app store. There are specific software versions for different types of mobile phones. For some types, the appropriate 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 services on that device. However, Lidl Stiftung strives to offer the software for as many different model types as possible. Due to the constantly changing product range on the mobile device market, Lidl Stiftung cannot provide a current list of all mobile phones with which the services can be used.

Use of the service requires regular data transfer from your mobile phone. The extent and frequency of data transfer depends on the type and extent of use of the services. You are responsible for the connection costs incurred for data transfer. The amount depends on the agreement between you and the respective mobile phone operator. Without a functioning mobile phone or internet connection, it is not possible to use the service to its full extent.

The costs of establishing and maintaining an internet connection on the user side are not included in the services provided by Lidl Stiftung. This part is regulated in the agreement between you and your internet provider.

The use of the service also requires sufficient battery and screen brightness to scan the QR codes in connection with the payment process.

Use of the service on tampered devices ( e.g. through jailbreaking / rooting ) is not permitted.

### **5.2 Language**

Lidl Plus is available in Bulgarian, Danish, German, English, Estonian, Finnish, French, Greek, Italian, Croatian, Latvian, Lithuanian, Dutch, Polish, Portuguese, Romanian, Russian, Swedish, Serbian, Slovak, Spanish, Czech and Hungarian. .

### **5.3 Access restriction**

The Lidl Plus account is password protected to protect personal data.

### **5.4 Updating**

Full use of the service requires regular updating of the Lidl app.

## **6. Click & Collect**

Section 6 applies to the use of Click & Collect and is only available in Lidl Plus.

### **6.1 Objects**

The reservation function allows you to reserve the products listed in Lidl Plus and then collect them from 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 without prior notice.

### **6.2 Non-binding reservation**

A reservation is free of charge and non-binding, which means that you are not obligated to purchase any item at a certain price. A reservation does not create any main contractual obligations, i.e. a reservation does not oblige you to purchase an item and you cannot claim or give you any right to claim ownership of the products.

### **6.3 Reservation process**

Click & Collect reservation function in Lidl Plus automatically shows you the products that are available in your selected store. If the products are not available in the selected store, you have the option to switch to another store. You make a reservation by first selecting the product in the desired quantity in Lidl Plus and then clicking "Reserve" to add the product to your shopping cart. You can change the number of selected products or completely remove products from the shopping cart. The reservation is completed as soon as you click "Reservation confirmation" in the shopping cart. You will then receive a confirmation of receipt of your reservation to the email address you provided when registering. As soon as the reserved products have been picked up for you in the store and are ready for collection, you will also receive a notification email. The exact storage time for your reserved products in the selected store can be read in Lidl Plus and in the collection message. It is not possible to extend

the time that the product is stored in the store. You can track the status of your reservation at any time in Lidl Plus.

#### **6.4 In-store pickup and purchase**

To collect your reserved products, you can contact a store employee in the selected store and provide the order number for the reservation - which can be found in Lidl Plus, the reservation confirmation or the notification message. The purchase of the reserved products takes place when they are paid for on site at the store's cash register. The contractual partner is Lidl who runs the selected store.

#### **6.5 Subsequent changes and cancellations of reservation**

You can change or cancel the reservation in whole or in part in the "Your reservation" section of Lidl Plus by clicking on the "Change" or "Cancel reservation" button. By clicking on the "Change" button, your previous reservation will be canceled, and all your originally reserved products will be added to your shopping cart again. You can then edit your shopping cart and confirm your reservation again by clicking on "Confirm reservation". If the reservation is not reconfirmed, no products will be reserved. After each change or cancellation of your reservation, you will receive a confirmation message to the email address you provided during registration.

As an alternative to cancelling, or if it is no longer technically possible to cancel the reservation as it is no longer in the "in preparation" status, you can also let the reservation expire by not collecting the reserved products within the storage period specified in section 6.3.

#### **6.6 History**

As long as Click & Collect is active in Lidl Plus, your reservations will appear in your account.

### **7. Your obligations**

You must

- provide accurate information when registering and keep your profile updated,
- update your mobile number in Lidl Plus when you change it,
- keep your password confidential and change it in the event of misuse or suspected misuse; and
- use the service in accordance with applicable law.

Please also note that we primarily use your mobile number to identify you as the authorized owner of your Lidl Plus account. It is therefore particularly important that your current mobile 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 unauthorized third parties cannot access your Lidl Plus account if you change your mobile number.

## **8. Right of withdrawal**

### **8.1 Right of withdrawal**

#### **Right of withdrawal**

##### **Right of withdrawal**

You have the right to withdraw from this contract within fourteen days without giving any reason. To exercise your right of withdrawal, you must inform us (for example by letter or e-mail) that you wish to withdraw from this contract. Below is a template that you can use as a basis, but it is not mandatory. It is important that you notify us of your right of withdrawal within the withdrawal period (14 days). Lidl Stiftung & Co. KG

Stiftsbergstraße 1, 74172 Neckarsulm

Phone: 020-190 80 70

E-mail: [dataprotection@lidlplus.se](mailto:dataprotection@lidlplus.se)

#### **Consequences of the right of withdrawal**

We shall reimburse to you all payments that we have received from you, including delivery costs (with the exception of additional costs resulting from your choice of a delivery method other than the cheapest standard delivery offered by us), as soon as possible and at the latest within fourteen days from the day on which we receive notification of your withdrawal from this contract. For this reimbursement, we will use the same means of payment that you used for the original transaction, unless otherwise expressly agreed with you; You will not be charged any fees for this reimbursement. If any service has started to be performed before you have notified us of your right of withdrawal, you must pay us an appropriate amount corresponding to the proportion of the services already performed up to that point. The outcome is the cost of the total scope of the services specified in the contract and the cost of the used proportion is calculated from that.

## 8. 2 Right of withdrawal form

<b>Right of withdrawal form</b>
(When you want to revoke the agreement, you can fill out this form and send it to us
–An Lidl Foundation & Co. KG, Stiftsbergstraße 1, 74172 Neckarsulm, Germany , E-mail: dataskydd@lidlplus.se :
–I/ we ( *) hereby revoke the contract concluded by me/us ( *) for the purchase of the following goods (*)/provision of the following service (*)
–Ordered on ( *)/ received on (*)
–Consumer name
–Consumer's address
–Consumer's signature (if the withdrawal is made on paper)
-Date
_____
(*) Cross out what does not apply to your agreement.

## 9. Warranty

The statutory warranty for defects shall apply.

## 10. Responsibility

Lidl Stiftung is not liable for any claims resulting from contributions from independent third parties, such as an internet provider. We are only liable in cases of proven intent or gross negligence and for damages resulting from injury to life, body or health.

In the event of slight negligence, we are only liable in the event of a breach of a material contractual obligation. A material contractual obligation in this sense is an obligation the fulfillment of which primarily enables the implementation of the contract and on whose

fulfillment the contractual partner can therefore regularly rely. In this case, liability is limited to the typical and foreseeable damage at the time of conclusion of the contract.

The limitations of liability apply accordingly for the benefit of our employees, agents and vicarious agents.

Our liability for warranties expressly designated as such and for claims based on product liability law remains unaffected by the above.

In all other respects, all liability on our part is excluded.

## **11. Termination**

You have the right to terminate your participation at any time without giving any reason by using the "delete account" function. For example, Lidl Stiftung may also terminate the contract within the 14-day cooling-off period without giving any reason. The right of both parties to terminate the contract for valid reasons remains unaffected by this. Termination by the Lidl Foundation occurs in particular if the user violates the provisions of these terms and conditions of participation. Until such incidents have been clarified, user data may be blocked. In particular, in the event of incorrect information, we reserve the right to delete your Lidl Plus account. The parties' right to extraordinary termination for valid reasons remains unaffected.

## **12. Customer service**

If you have any questions, please contact [kundtjanst@lidl.se](mailto:kundtjanst@lidl.se), or via contact form: <https://kundportal.lidl.se/SelfServiceSE/s/contactsupport>

## **13. Final provisions**

The language of the agreement is Swedish. These terms and conditions exclusively regulate business relationships with consumers who – possibly only temporarily – reside in Sweden and therefore there may be an offer of additional languages in Lidl Plus. In the event of a language conclusion, the Swedish text of the agreement has precedence in interpretation. We are not obliged or willing to participate in dispute resolution proceedings before a consumer arbitration board. However, we will strive to resolve any disputes arising in connection with contracts amicably.