

## General terms and conditions for Lidl Plus

As of: October 2024

Version: 2.0

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## 1. Scope and relationship to other regulations

These general terms and conditions for Lidl Plus (" **general terms and conditions** ") govern participation in the Lidl Plus loyalty program (hereinafter referred to as the " **service** "). The service is operated by Lidl Stiftung & Co. KG (hereinafter referred to as " **Lidl Stiftung** " or " **we** "). Lidl Stiftung is entitled to use subcontractors and/or other Lidl companies (hereinafter referred to in connection with Lidl Stiftung as " **Lidl companies** " or " **Lidl** ") to provide the service. Some data processing requires the involvement of the Lidl Group (hereinafter referred to as " [group of companies](#) "). The service is aimed at consumers (hereinafter referred to as " **users** " or " **you** ") who want to reserve products via Lidl Plus and/or who want to receive customized information from Lidl, about offers and campaigns from Lidl and selected partners via Lidl Plus, which corresponds to the interests of each user as far as possible. The use of Lidl Plus also aims to ensure that users receive more relevant content, and that Lidl does not send content that is uninteresting to the user. Please note that all services listed below may be offered in Lidl Sweden yet. The basis for determining the relevant content is purchase and user behavior regarding the products and services of the Lidl companies, as described below. The service is made available based on the following terms and conditions. You can download and save or print the current and applicable general terms and conditions at any time from our [ [website](#) ]. We do not save the contract text after the contract has been completed.

## 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

In order to use our service, you must create an account.

You agree to the right to use the service by registering, which you do by clicking on the "CONTINUE" button in the Lidl app and provide all the necessary information, enter your phone number or email address and password for your Lidl Plus account ("login details") and click on the "COMPLETE REGISTRATION" button ("offer"). This offer does not entail any costs for you. Until you press the "CONTINUE" button, you can cancel your registration or change the information you have provided at any time by deleting, adding or correcting the information you have provided in the various fields or by closing the Lidl app. During the registration process, your mobile phone number must be verified. To do this, we will send you an SMS with a verification code. Without verification of the mobile phone number, the registration process cannot continue. After the registration process has been completed, 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.

To register for Lidl Plus, log in via our Lidl app.

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

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

This Section 4 only applies when you use the Lidl Plus Service. "Use of the Lidl Plus Service" under these Terms means 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 feature, [Section 6 applies](#). Please note that you can only use this service if you use the Lidl App, if it is 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 our offers and services for you in a personal way.

Participation in Lidl Plus is free of charge.

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

## **4.2 Data collection and storage**

Assessment of which offers are suitable for you is based on the information provided in this section.

### **4.2.1 Registration on Lidl Plus and account administration**

As part of the registration process, we request the following customer information: first name, last name, date of birth, email address, mobile phone number and a password, title, gender, and address are optional. To simplify login, you also have the option to activate the “stay logged in” feature. After the feature has been activated, a permanent cookie (12 months) is set in your device’s browser, which ensures that the account recognizes you the next time you use it. This cookie can also be deleted at any time via your browser settings.

If Lidl offers new online services in the future, you will also be able to access these via your Lidl Plus account. Additional terms of use may apply to individual online services. The Lidl Plus account stores your contact details and information that you have provided when using other online services. In this way, your customer master data, login data, voluntarily provided information about your living conditions and interests from the "about me" section, as well as information available to you in the account, stored payment methods and the history of purchases and orders are gathered in one central place. If necessary, your data will be transferred to the respective online service to be used as necessary to simplify the use of the respective online service and when carrying out any transactions.

When using Lidl Pay via Lidl Plus, you can activate so-called “two-factor authentication” for all your online services. After activating two-factor authentication, every time you log in to your account you will be asked to enter a verification code, which will be sent to your mobile phone number or registered email address.

If you no longer want two-factor authentication, you can deactivate it at any time in Lidl Plus or mark a device as trusted. In this case, you will no longer be able to use the Lidl Pay mobile payment service.

### **4.2.2 Data from Lidl Plus**

If you have voluntarily provided certain information about your life circumstances and interests in your Lidl Plus account, Lidl may use the information in various online services offered by Lidl (primarily to be able to personalize offers for you).

### **4.2.3 Store visits**

If you identify yourself at checkout, we record the stores you have visited, the products you have purchased or returned by type, quantity and price, coupons and deposit slip you have redeemed.

Total number of receipts, the average amount of your receipts over a certain period, the frequency of your purchases, as well as the time of the payment process and the type of payment method used.

You can either identify yourself at the checkout with your digital customer card or with the mobile phone number that you have currently 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**

The information provided when contacting Lidl's customer service may be used.

#### **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 also use that information to determine which offers are suitable for you.

For more information see our [privacy policy](#).

#### **4.2.6 Product reservation**

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

#### **4.2.7 Partner offer**

Lidl Plus gives you the opportunity to receive discounted offers from our partners. As a rule, these offers contain a generic or individualized identification number (hereinafter referred to as the "Promotion Code") issued by the respective partner, which you must enter when redeeming it with them or which is automatically loaded. Some of these offers require you to identify yourself as a Lidl Plus customer using a QR code or your digital customer card. Partner offers are not an offer from us; receipt and use of the offers are subject exclusively to the terms and conditions and privacy policy of the relevant partner. This also means that partner offers from a particular partner may be changed and/or removed from time to time. The partner companies inform us about the redemption of coupons, vouchers, coupon codes, etc. If the "partner offers" function contains external links (hyperlinks) to third-party websites, these linked websites are the sole responsibility of the respective operators.

If a special offer is to be given within Lidl Plus with our partners, we will receive your contact details (email address and mobile phone number) from them so that we can correctly assign the special offer to your account.

#### **4.2.8 E-mobility**

With Lidl Plus you also have the option of using charging stations operated by Lidl Service GmbH & Co. KG ("operating company"). In order to obtain electricity, appropriate agreements must be made 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 the charging process, 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 provision of electricity and the use of charging stations. Rather, it is only the specific terms and conditions of the respective operating company that are decisive for this.

#### **4.2.9 Lidl Pay**

##### **Generally**

With Lidl Plus you also get access to a mobile payment service ("Lidl Pay"), where you have the option to register with your credit or debit card to be able to conveniently pay for your purchased goods or services with your mobile device at various payment points (e.g. cash register etc.) to be able to pay. You can register the following cards: Visa, Mastercard and Maestro credit and debit cards. The use of the mobile payment function may be subject to additional terms and conditions and data protection notices from the payment service providers involved. Necessary registration within Lidl Plus takes place in a protected environment.

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

You can store multiple credit/debit cards for use with Lidl Pay. Before you can add a card for the first time, you will be asked to create a personal passcode. This passcode should not be the same as the PIN code for your credit card, you can choose it freely. If you use other methods of authentication, the terms of use and data protection information of the respective provider may also apply (e.g. regarding the Touch-ID or Face-ID functions from Apple). After you have decided on the first card registration or when you add additional cards, you will be directed to a secure website of the payment platform provider to register the card with Lidl Plus. Here you have the option of entering the necessary data (card number, validity, credit card verification number (CVV2)). When the registration is confirmed in the form, after the payment service provider has checked the data and you have approved with Bank-ID, a so-called token is generated and stored in your Lidl Plus customer profile. This token is an identification function that does not contain any card data and is only used to associate the registered card on the payment service provider's page with your credit or debit card in a transaction.

Upon successful card registration, the payment service provider sends us, 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 expiration date of the card and assign them to your Lidl Plus customer profile.

### **Payment process**

When you pick up your digital Lidl Plus customer card, you can use a toggle to indicate that you want to use mobile payment at the checkout. This setting will be retained until you change it again. This does not apply to payment at the charging station or for digital services. In the case where you have chosen mobile payment, you must enter your passcode before each payment process to generate the digital code. This code is valid for 15 minutes. After these 15 minutes have passed, you must create a new code.

During the payment process, the token identifying your credit card is sent to the payment service provider along with the amount to be paid and other transaction-specific details. Once they have confirmed the transaction, your purchase of goods or services will be completed and you will receive your invoice with the relevant card transaction information, as with any other purchase of goods or services with a credit or debit card.

In order to carry out the payment process in accordance with the legal rules of Directive (EU) 2015/2366 ("PSD 2"), the applicable national implementing laws and the Delegated Regulation (EU) 2018/389, we enable, with the help of our service providers, your credit institution or the issuing body of your payment method (for example, your debit or credit card) to perform customer authentication and preliminary risk analyses to assess the need for such customer authentication. This is to ensure that it is you who are using the payment method and not someone else with improper intentions. This information applies primarily to data about you, the current transaction and your previous payment behavior.

### **Be careful when handling your passcode.**

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

### **Blocking Lidl Pay**

We have the specific right to block Lidl Pay for you if any of the following cases occur:

- If this is necessary to protect the legitimate interests of us or the payment service provider,
- in the event of misuse or fraudulent use of Lidl Plus or Lidl Pay or if there is suspicion of misuse or fraudulent use of Lidl Plus or Lidl Pay,
- if you have deactivated the so-called "two-factor authentication" for your Lidl Plus account. With two-factor authentication activated, every time you log in to your account

you will be asked to enter a verification code, which will be sent to your mobile phone number or email address registered with us.

A blocking of Lidl Pay means that you can no longer handle payments via Lidl Pay.

### **Deactivation of Lidl Pay**

We specifically have the right to deactivate Lidl Pay for you in any of the following cases:

- If the Lidl Pay passcode or the credit or debit card expiration date has been entered incorrectly five times in a row;
- If you do not use the Lidl Pay feature for more than 24 months.

Deactivating Lidl Pay means that you can no longer handle payments via Lidl Pay.

### **Forgotten password**

If you no longer remember your Lidl Pay passcode, you have the option to change your passcode and define a new one without losing the information you have entered.

Depending on the payment details you have stored on Lidl Pay, you will need to complete a single or double security check to enter a new passcode. The security check may include requesting payment information, mobile phone validation or other details such as the expiry date of the registered debit or credit card.

## **4.3 Data analysis**

Section 0 describes how we combine the data in our database. We evaluate the data to identify information that you may be interested in, so that we can send or display information that is relevant to you. We use mathematical statistical methods to determine possible product interests, considering our product range. For this purpose, your personal data is compared with data from other customers. Based on this comparison, we can then deduce which other products and campaigns may also be of interest to you and other customers. However, Lidl does not assume legal responsibility for the fact that the data processing will always be carried out in the manner described and that you only receive offers that are of interest to you. 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. We also gain general insights into how we can optimize our app and see how we reach our advertising campaigns. We provide our advertising partners with statistically processed and anonymous data regarding the success of their advertising campaigns for billing purposes. Our advertising partners cannot trace this information back to you personally (for other data transfers, see our Lidl Plus privacy policy).

To spark your interest in product categories that you don't normally buy, you may receive offers for product categories in Lidl Plus other than those you usually purchase. In addition, it is likely that certain user groups will receive different discount rates for the same product category to test Lidl's commercial campaigns.

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

To use the service, a valid mobile phone number, email address and Lidl Plus account are required.

In order to use Lidl Plus to its fullest, you must download the software from an app store. There are specific software versions for different types of mobile phones and for some types, suitable software cannot be offered for technical reasons. If there is no suitable software for your mobile phone, you will not be able to use the services on that device. Lidl Stiftung strives to offer software for as many different mobile phone models as possible. Due to the constantly changing product offerings on the mobile device market, Lidl Stiftung cannot provide an up-to-date list of all mobile phones with which it is possible to use the services.

Installing software and using the services requires regular data transfer from your mobile phone. The volume and frequency of data transfer depends on the type and extent of use of the services. The connection costs for data transfer are borne by you. The volume depends on the agreement you have with your relevant mobile provider.

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

The use of the service requires that the mobile phone has sufficient battery level and brightness to scan the QR codes during the payment process.

You agree to install the updates that we offer. You will be informed of this when you use the software. Use of the service on tampered devices (e.g. by jailbreaking/rooting) is not permitted.

## **6. Click & collect**

This section 6 applies to the use of the Click & collect function for reservations. Click & collect 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 any store. 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 limit or discontinue the reservation function in Lidl Plus at any time without prior notice.

## **6.2 Reservation**

A reservation is free of charge and non-binding. A reservation does not give rise to any direct contractual obligations, i.e. a reservation does not oblige you to purchase or give rise to a claim on your part for the performance or transfer of the products.

## **6.3 Reservation process**

The 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 clicking "Reserve" to add the product to the shopping cart. In the shopping cart, you can change the number of selected products or remove them from the shopping cart. The reservation will be made 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 pickup notification by 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 found in Lidl Plus, the reservation confirmation or in the collection 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 the Lidl company that operates the selected store.

## **6.5 Subsequent changes and cancellation 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 cancelled, and all your originally reserved products will be added to the shopping cart again. You can then edit the shopping cart and reconfirm the reservation by clicking on "reservation confirmation". 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 because the reservation 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**

If the Click & collect function is active in Lidl Plus, your reservations will be displayed in your account.

## **7. Your obligations**

You must

- provide accurate information when registering and keep your profile updated,
- update your mobile phone number in Lidl Plus when changing your mobile phone number,
- 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 phone number to identify you as an authorized holder of your Lidl Plus account. It is therefore particularly important that your current mobile phone 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 if you change your mobile phone number, no unauthorized third party can gain access your Lidl Plus account.

## **8. Right of withdrawal**

### **8.1 Right of withdrawal**

You have the right to terminate this agreement within 14 days without giving any reason. The withdrawal period is 14 days from the conclusion of the agreement.

To exercise your right of withdrawal, you must send us

Lidl Stiftung & Co. KG  
Stiftsbergstraße 1, 74167 Neckarsulm, Germany  
Phone: 020-190 80 70  
Email: [dataskydd@lidlplus.se](mailto:dataskydd@lidlplus.se)

a clear statement (e.g. a letter sent by post, fax or e-mail) of your decision to withdraw from this contract. You may use the attached withdrawal form for this purpose, but it is not mandatory.

To exercise your right of withdrawal, it is sufficient for you to send the notification of your exercise of the right of withdrawal before the right of withdrawal has expired.

## **8.2 Consequences of regret**

If you terminate this agreement, we will reimburse to you all payments received from you, including delivery costs (except for the additional costs resulting from your choice of a delivery method other than the least expensive standard delivery offered by us for reimbursement) immediately and at the latest within 14 days from the day on which we receive notification of your termination. For the reimbursement, we will use the same payment method that you used for the original transaction, unless otherwise expressly agreed with you; under no circumstances will you be charged any fees because of this reimbursement.

If you have requested the services to commence during the withdrawal period, you shall pay us an appropriate amount corresponding to the proportion of the services already provided up to the time you inform us of your exercise of the right of withdrawal under this agreement, in comparison with the overall scope of services provided in the contract.

## **8.3 Withdrawal form**

[22671 Lidl 20220419 SampleWithdrawalForm LidlPlus SV-220925.pdf](#)

## **9. Liability**

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 cases of slight negligence, we are only liable in the event of a breach of an essential contractual obligation. An essential contractual obligation in this sense is an obligation whose fulfillment primarily enables the implementation of the contract and on whose fulfillment the contracting party can therefore regularly rely. In this case, liability is limited to the typical and foreseeable damage at the time the contract was concluded.

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 the Product Liability Act remains unaffected by the above.

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

## **10. Termination, Deletion**

You have the right to terminate your participation at any time without giving any reason by using the "delete account" function. Termination by the Lidl Stiftung is also possible at any time without giving any specific reason. Termination by the Lidl Stiftung is particularly possible if the user violates the provisions of these terms of participation. Until such incidents have been clarified, user data may initially 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 good reason remains unaffected.

## **11. Final provisions**

The European Commission provides an online dispute resolution portal for consumers <http://ec.europa.eu/consumers/odr/>. As a consumer, you can submit a complaint free of charge to the Swedish National Consumer Complaints Board (ARN), Box 174, 101 23 Stockholm, [www.arn.se](http://www.arn.se), which adjudicates disputes between consumers and businesses.

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.