

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 Lidl Plus 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 information 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, Lidl Plus, 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.

2. **You can find the current version of the Lidl Plus Terms of Use (and you may also download the terms as a PDF) on the More menu – Legal information section of Lidl Plus or at: <https://www.lidl.co.uk/c/lidl-plus-terms-of-use/s10025414> Participation requirements**

You must be 18 years old or over and using the Lidl Plus Service for your personal, non-commercial use to join and use our Lidl Plus Service.

These terms apply to the use of our Lidl Plus Service in the United Kingdom (excluding Northern Ireland). The Lidl Plus Service may be available in other regions however you may be required to accept local terms before you are able to use the Lidl Plus Service in another region.

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 Lidl Plus and providing all the information requested, including your Account username and password ("**Login Data**") and then clicking on "Create account. Signing up for the Lidl Plus Service is free of charge. Until you click on "Register now", you can cancel your registration at any time by closing Lidl Plus, 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 verification 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 be currently in use 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.

Any interaction with Lidl via Lidl Plus (including via your My Lidl account) will be attributed to you. This also applies if third parties have acted through your account if you allowed them to access or use your account either by act or omission. If you have reason to believe that your account is being used by a third party, you must inform us as soon as possible and request for us to change your access data.

You can register for Lidl Plus via the Lidl App, which is available for iOS and Android platforms through the Apple App store or Google Play store and Huawei App Gallery respectively for various mobile platforms.

When you register, you will automatically be assigned a Lidl Plus customer number.

4. Lidl Plus Service objectives when using the Lidl Plus

This section applies exclusively to using the Lidl Plus Service. "Using the Lidl Plus Service" within these Terms of Use means using Lidl Plus 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.

Lidl Plus is free of charge.

With Lidl Plus, 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 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 Service that is integrated with your Lidl Plus Account, you can simply log in to another Online Service that interacts with Lidl Plus using your existing login details. If the Lidl Companies offer new Online 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 Service. Lidl Plus’s single sign-on function gives you a cross-portal identity that the connected Online 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 Service. The Lidl Plus Account stores your customer details and information as well as the customer details and information provided for other Online 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 data may be transferred to the corresponding Online Service when you use a particular offer to make the whole process of using that Online Service as simple as possible and, if necessary, to carry out the transaction in question.

When using Lidl Pay on Lidl Plus, you may set up a “two-factor authentication” for all your Online Services. If you do, you will need to also enter a verification code every time you log in to your Account, which you will receive on the mobile phone number or email address you used to register.

You can deactivate the two-factor authentication at any time on Lidl Plus or mark a device as trusted. But if you do, you will not be able to use the Lidl Pay mobile payment service.

4.2.2 Data from Lidl Plus

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 and 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, offers 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 or the mobile phone number you used to register 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 Care

We also use your data to handle your requests with Lidl's customer care 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](#).

4.2.7 Partner offers

Through Lidl Plus, 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 offers" 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 Lidl Plus 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 E-mobility

Lidl Plus gives you the option to use the charging stations operated by Lidl Great Britain Limited ("Operating Company"). For the purchase of electricity, the conclusion of corresponding agreements with the Operating Company is required. In order to start the charging process using Lidl Plus at one of these charging stations, you must identify yourself with Lidl Plus at the corresponding charging station and start the charging process. Before starting the charging process, please select the desired connector, connect your electric vehicle to the charging point, then start the charging process in our app.

These conditions of participation do not apply to the purchase of electricity and the use of charging points. Instead, only the specific terms and conditions of the respective Operating company apply ("Operating Company Terms").

We are not liable (whether under contract or tort (including negligence)) for loss or damage resulting from the use of, or any fault with, charging stations made available through Lidl Plus and your ability to recover any costs will be governed by the Operating Company Terms.

We provide no warranty, representation or guarantee that charging stations which are shown through Lidl Plus will be available at all times or will supply electricity on an uninterrupted basis and we are not liable (whether under contract or tort (including negligence)) for loss or damage resulting from the non-availability of charging stations.

4.2.11 Mobile Payment ("Lidl Pay")

General

Lidl Plus also gives you access to a mobile payment service (Lidl Pay). With Lidl Pay, you can store one or more of your Visa, Mastercard or Maestro credit and debit cards on your Lidl Plus account. Once registered, your credit card or debit card can be used to purchase eligible goods or services sold by Us or our group companies through Lidl Plus without needing to enter your payment details again. Lidl Plus contains information about what goods and services are eligible for purchase with Lidl Pay and from which of our group companies. Use of Lidl Pay may be subject to additional conditions and data protection information of the relevant payment service providers involved. Your card registration on Lidl Plus takes place in a secure environment.

Card registration process

You can register and store several credit or debit cards to use with Lidl Pay. Before you can add a card for the first time, you will need to create a personal Passcode. This Passcode is not your credit card PIN, so you can use any number. If you use other methods for authentication, you may be subject to the terms of use and privacy notice of the respective providers (e.g. of Apple if you use TouchID or FaceID). After registering a card for the first time or when registering other cards, you will be redirected to a secure website of the payment platform provider for card registration within Lidl Plus where you will be asked to provide information (card number, expiry date, credit card verification number (CVV2)). Once your registration request has been confirmed, the payment service provider will check your data and a “token” will be generated that is stored in your Lidl Plus customer profile. This token is identifier that contains no card data and is only used to assign the registered card to your credit or debit card during a transaction.

Once your card has been successfully registered, the payment service provider will send us the first six (6) or eight (8) (depending on the length of the Bank Identification Number) and the final four digits of your card number as well as its expiry date and assign it to your Lidl Plus customer account in addition to the “token”.

Payment process

You may select Lidl Pay in Lidl Plus when you pay for the eligible goods or services at the point of sale. This setting is retained until you change it again. This does not apply to payments at charging stations or for Digital Lidl Plus Services. When you use Lidl Pay to pay for your goods, you need to enter your Passcode before transaction in order to generate the digital code. The code is valid for 15 minutes, after which, you will need to create a new code.

During the payment process, the token that identifies your credit card is sent to the payment service provider together with the amount to be paid and other transaction-specific information. As soon as they confirm the transaction, the purchase will be completed, and you will receive your invoice with the corresponding card transaction details as with any other credit or debit card purchase of goods or services.

In order to carry out the payment transaction in accordance with Directive (EU) 2015/2366 (“PSD 2”), the applicable national implementation laws and Delegated Regulation (EU) 2018/389, we allow your payment provider or the entity providing your means of payment (such as your debit or credit card) to carry out customer authentication and preliminary risk checks together with our service providers to assess whether a customer authentication is necessary. This is to ensure that it is you – and not another person fraudulently – who is using that means of payment. This information relates in particular to your personal data, the current transaction and your payment history.

Handling the Lidl Pay Passcode with care

You must:

- (1) not communicate your Lidl Pay Passcode to third parties;
- (2) store your Lidl Pay Passcode separately from your mobile phone, and above all
- (3) not to store your Lidl Pay Passcode on your mobile phone's note function, for example.

Suspension of Lidl Pay

We may suspend Lidl Pay if;

- we consider this to be necessary to protect our legitimate interests or those of the payment service provider,
- we consider or suspect that Lidl Plus or Lidl Pay has been used in a fraudulent manner or in way that is contrary to these Terms of Use,
- if the Passcode for Lidl Pay has been entered incorrectly five consecutive times/

While your Lidl Pay is suspended, you will not be able to use Lidl Plus to pay. We will inform you about any suspension and reinstatement of Lidl Pay as soon as reasonably possible.

Deleting Lidl Pay details

We may delete Lidl Pay details if;

- the Lidl Pay Passcode or the credit or debit card expiry date are entered incorrectly five consecutive times;
- you do not use the Lidl Pay function for more than 24 months.

If your Lidl Pay details are deleted, you will not be able to use it to pay for goods or services.

Forgotten Passcode

If you forget your Lidl Pay Passcode, you can set a new one without losing the data you have entered.

Depending on the payment details you have stored with Lidl Pay, you will need to carry out a single or double security check to enter a new Passcode. The security check may include asking you about payment details, your mobile phone number or other details such as the expiry date on your registered debit or credit cards.

4.2.13 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 travel offers, online recipes, the Monsieur Cuisine app, the Lidl Home app, 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.

4.2.16 Coupon Plus / Discount collector

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 Lidl Plus 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 Lidl Plus. 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

This section only applies when using Lidl Plus (as defined in section 4 of these Lidl Plus Terms of Use).

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 fully, you must download the software from the Apple app store or Google Play store.

You must have a device with a minimum operating system as specified on the applicable app store download page in order to use Lidl Plus. Please check the minimum requirements on the applicable app store download page before downloading or updating the Lidl App.

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, called "Click Reserve Collect" which is only available for Lidl Plus customers.

6.1 Object

"Click Reserve Collect" allows you to reserve the products specified on Lidl Plus for collection and payment in your chosen store. To do this, you must first register via Lidl Plus in accordance with [Section 3](#) to register for the Lidl Plus Service. Please note that some products in our range are only set aside for you for a limited time. We therefore reserve the right to restrict or deactivate "Click Reserve Collect" on Lidl Plus 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

“Click Reserve Collect” on Lidl Plus 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 Lidl Plus and click on “Add to basket” 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 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 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 Lidl Plus.

6.4 Collection and purchase in store

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, the reservation confirmation or in your collection notification. You can then 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 the “Your reservation” section on Lidl Plus by clicking on “Edit” or “Cancel reservation”. By clicking on “Edit”, 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 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 “Being prepared” 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 “Click Reserve Collect” on Lidl Plus is active, your reservations will be displayed in your Account.

6. Your duties

You must

- enter correct data when registering and keep your profile up to date,
- update your mobile phone number on Lidl Plus 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 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 to prevent unauthorised third parties from gaining access to your Lidl Plus Account if you change your mobile phone number.

7. 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.

If we fail to comply with these terms, we are responsible to you for loss or damage that you suffer which are a direct, foreseeable consequence of us breaking these terms, or any losses or damage you suffer as a result of our failing to use reasonable care and skill.

We do not accept any responsibility to you:

- if you are unable to access the app due to there being no or limited WLAN connection or internet connectivity being available through your mobile device; or
- if the scanning device at the checkout does not function correctly and you are unable to identify yourself to link your purchase to the app.

Any promotions (including Lidl Plus Offers and coupons) that are made available to you via Lidl Plus are subject to availability.

We do not exclude or limit in any way liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors, or for fraud or fraudulent misrepresentation.

We are responsible for damage to your property if digital content we have supplied via the app damages a device or digital content belonging to you. We will either repair the damage or pay you compensation. However, we will not be liable for damage could have been avoided by following our advice to apply an update to the app, or for damage that was caused by you failing to correctly follow installation/download instructions or your unlawful use of the app.

We are not responsible for events outside our control. If there is any interruption to the operation or availability of the app and the Lidl Plus Service due to an event outside our control, we will let you know as soon as possible and take steps to minimise the impact. Provided we do this we will not be responsible for any loss which may be incurred by you as a result of any suspension or, interruption to the availability of the app. Access to the app may need to be suspended temporarily from time to time in the case of system failure, maintenance or repair required for these purposes.

All other liability on our part is expressly excluded.

8. Cancellation, deletion

You are entitled to terminate your participation in Lidl Plus Service at any time without giving a reason by clicking on "Delete user 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.

9. Final provisions

We may transfer all or some of our rights under these Lidl Plus Terms of Use to someone else any at any time, however such transfer will not affect your rights under the contract.

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

These Lidl Plus Terms of Use are in English and any communications we send to you will be in English.

We are not obliged and not willing to participate in dispute resolution proceedings before a consumer arbitration board.

These Lidl Plus Terms of Use are governed by English law and any disputes or court proceedings arising from them are subject to the non-exclusive jurisdiction of the English courts.