

# LIDL CARNIVAL LOTTERY-2025

## TERMS AND CONDITIONS

These Terms and Conditions (the “**Terms and Conditions**”) govern the participation in the 2025 edition of the LIDL Carnival Lottery (the “**Lottery**”) run by Lidl Malta Limited (“**LIDL**”, “**we**”, “**us**” and “**our**”), having company registration number C36317 and registered office at Vassallo Business Park, Burmarrad Road, Naxxar NXR 6345, Malta. The Lottery shall consist of four (3) Weekly draws (the “**Weekly Draws**”) each consisting of thirty (30) winners and one (1) Grand Final draw (the “**Grand Final**”) consisting of one [1] winner as further described in Clause 3, and, collectively, shall be referred to as the “**Prize Draws**” within these Terms and Conditions.

### 1. Participation

- 1.1. To be eligible to participate, the customer needs to be resident in Malta and have registered as a LIDL Plus Malta customer. This is a loyalty programme available within a free to download and use customer smartphone app available on the IOS, Android and Huawei respective App Stores (the “**App**”). For more information on LIDL Plus please refer to <https://www.LIDL.com.mt/c/what-is-LIDL-plus/s10017180>.

It is clarified that LIDL assumes no responsibility for any access problem, impediment, disfunction or difficulty regarding the App arising from the configuration of the user's device such as software or hardware, transmission and connection, internet connection, accessibility and mobile and landline telephone network, any incompatibility due to operating software release updates that may prevent a user from participating in the operation.

- 1.2. Should the participating customer choose to terminate their LIDL Plus Malta membership over the period indicated in Clause 2 below, all their respective participations will automatically be revoked and considered to have never taken place.
- 1.3. As from the 13<sup>th</sup> January 2025 and for the duration of the period as indicated in Clause 2 below, all LIDL Plus Malta customers will be presented with a banner on their App Home Page containing a summary description of the Lottery and an invitation to read carefully these Terms and Conditions governing the Lottery.

- 1.3.1. Should the customer not agree to these Terms and Conditions or decide not to participate in the Lottery, the customer can simply ignore the banner.

- 1.3.2. Should the customer agree to these Terms and Conditions, the customer will select to proceed with their participation in the Lottery through the appropriately labelled on-screen button “ACCEPT T&C & PLAY”, at which point the backend of the App will instantly and automatically register the customer as a participant without requiring any additional request for acceptance of lottery Terms and Conditions. Following acceptance, the section dedicated to the competition will be visible on the Home Page where it will be possible to access detailed information on the event and view the number of entries to be sent to participate in the competition. It should be noted that in the event that the customer does not agree to participate in the Prize

Draw at the first opportunity, they may decide to do so at a later time by clicking on the " ACCEPT T&C & PLAY" button on a screen that will appear on the Home Page.

- 1.4. From the moment the customer is a registered participant, the system will automatically track all the purchases made by the customer at any LIDL store in Malta and Gozo, identifying the description of the items, the unit price and the number of units purchased. Any purchases, effected prior to the completion of the registration process, will not be taken into consideration for the scope of the Lottery.
- 1.5. Transactions are only valid for purchases in which the customer has correctly scanned their LIDL Plus at the scanner at the checkout before the payment process. Any purchases completed without the correct scanning will not be included. It is **IMPORTANT** that this stage is carefully followed to ensure the correct processing of all the purchases as it is not possible to add any missed purchases at any time after that.
- 1.6. During the period of the Lottery as defined in Clause 2 below, each seven Euro (€7) spent on any Product\*<sup>1</sup> in a single purchase, hereinafter referred to as "**Products**", will entitle the customer to one (1) Stamp represented by a "Shopping Cart" icon on the appropriate banner on the Home Screen.
- 1.7. Once the customer has accumulated five (5) Stamps, the App will automatically award the customer one (1) ticket – a chance to participate in both the Weekly and Grand Final Draw. Should the customer purchase value be equal or greater than thirty-five Euro (€35) – the customer will automatically receive the appropriate number of tickets within the App – with the additional Stamps kept in balance.
- 1.8. The following table aims to illustrate the dynamics of the "**First Instance**" in which the awarding of Stamps occurs, and the "**Second Instance**", in which these Stamps are processed into Tickets. Any Stamps not converted to Tickets will be kept as a balance in the App till the end of the period of the Lottery.

	FIRST INSTANCE		SECOND INSTANCE		
EVENT REFERENCE	EVENT RECEIPT €	STAMPS EARNED	COLLECTED STAMPS	# OF TICKETS AWARDED	BALANCE OF STAMPS
SHOPPING EVENT 01	€7.00	1	1	0	1
SHOPPING EVENT 02	€80.00	11	12	2	2
SHOPPING EVENT 03	€125.00	17	19	3	4

*The total receipt listed above are fictitious and for illustration purposes only.*

- 1.9. The minimum amount of seven Euro (€7) on any single purchase is net of any LIDL discounts and/or Lidl Plus coupons/vouchers or BCRS deposits.
- 1.10. Once the customer has been awarded a ticket, the customer will at this point be able to choose whether to instantly play the tickets – each ticket being a separate participation in the draw; or postpone participation to a subsequent draw. If the chances to win continue to be postponed to the effect that

<sup>1</sup> With the exception of baby formula, telephone top-up cards and gift cards

they are not used within the “Period of the Lottery” (as defined in clause 2 below), they will be lost forever. Similarly, any unconverted Stamps at the end of the Period of the Lottery will also be lost.

1.10.1. Should the customer opt to play their participations instantly, they should proceed by pressing the “Send Ticket/ Send Tickets” button on screen. Through this – all the customer’s accumulated tickets will be submitted to participate within the then current Weekly Draw, and in the Grand Final draw alike; and

1.10.2. Should the customer want to postpone participation to a subsequent draw, their tickets will be stored in the App until they are played. At any point in time, the customer can refer to the Home Page of their App where a dedicated dashboard reports both on the stored Tickets and the accumulated Stamps. Through this same dashboard – the customer can at any point instantly play all the accumulated Tickets.

1.11. There is no limit to the number of times a single customer may choose to participate in one or more draws, so long as it falls within the “Period of the Lottery” as defined within Clause 2 below.

1.12. All chances to win and any subsequent tickets are registered on the App such that once a customer decides to play their chances to win, the App will generate an anonymous random unique number corresponding to each individual chance to win and each individual chance will be registered as pertaining to the customer’s specific client ID (generated by the App when the customer has first registered as a LIDL Plus customer). The customer can at any point in time access their own records and balances through appropriate dashboards and report screens made available on their smartphone through their App.

1.13. Whilst any individual is not precluded from winning more than one (1) prize over the different draws, that same person may only win one (1) prize per Weekly draw and one (1) on the Grand Final Prize.

1.14. **As according to the Laws of Malta, all entrants must be aged 18 years or over on the day they enter the Lottery. Customers will only be able to receive a Prize on LIDL’s receipt of the declaration form mentioned in Clause 3.5 hereunder. LIDL Malta reserves the right to void any transactions with minors or defaulters and to confiscate all winnings, if any, in order to return the minor to the state the minor was in prior to playing. Proof of age, in the form of a valid ID card, passport or driver’s licence, may be required before delivery of the Prizes.**

1.15. No commercial entities, buying groups, or organisations are allowed to participate in the Lottery. LIDL employees, directors, affiliates, delegates, lawyers and representatives of LIDL, the agencies involved, and their employees are also excluded from participating in the Lottery. LIDL reserves the right to carry out any checks to ensure that all entrants are abiding by this condition.

1.16. All entries into the Lottery must be made directly by the individual entering the Lottery. Syndicated entries or those made using methods such as a computer macro, a script or the use of automated

devices or processes are not allowed, and all such entries will be disqualified, and any Prize awarded will be withdrawn. Entries will not be accepted via agents, third parties or in bulk.

## 2. Opening and Closing Dates and Time

- 2.1. The Lottery Period shall run from Monday 13<sup>rd</sup> January 2025 until Sunday 2<sup>nd</sup> February 2025.
- 2.2. Registration and participation in the Lottery will be open from 06:59 on Monday 13<sup>rd</sup> January 2025, to 23:59 on Sunday 2<sup>nd</sup> February 2025.
- 2.3. The Prize Draws shall be held on the following dates or at such later dates which LIDL may decide in its sole discretion:

REF	PERMIT	PERIOD FROM	PERIOD TO	DRAW DATE	WINNERS
1	MGA/CCG/076/2024	Monday, January 13, 2025	Sunday, January 19, 2025	Wednesday, January 29, 2025	30
2	MGA/CCG/077/2024	Monday, January 20, 2025	Sunday, January 26, 2025	Wednesday, February 05, 2025	30
3	MGA/CCG/078/2024	Monday, January 27, 2025	Sunday, February 2, 2025	Wednesday, February 12, 2025	30
4	MGA/CCG/079/2024	Monday, January 13, 2025	Sunday, February 2, 2025	Wednesday, February 12, 2025	1

## 3. The Prize Draws

- 3.1. There shall be total of ninety-one (91) winners (each a “**Winner**”).
- 3.2. The following are the prizes that will be awarded by LIDL following the Prize Draws:
  - 3.2.1. Draw 01: the first thirty (30) names drawn shall receive a one hundred Euro (€100) incl. VAT LIDL Voucher;
  - 3.2.2. Draw 02: the first thirty (30) names drawn shall receive a one hundred Euro (€100) incl. VAT LIDL Voucher;
  - 3.2.3. Draw 03: the first thirty (30) names drawn shall receive a one hundred Euro (€100) incl. VAT LIDL Voucher;
  - 3.2.4. Draw 04: one (1) Grand Final Prize consisting of a fantastic family holiday package of the value of seven-thousand, one-hundred and sixty-one Euro (€7,161) incl. VAT (the “Grand Final Prize”) *The Vouchers set out in clauses 3.2.1 to 3.2.3 shall consist of Vouchers of fifty Euro (€50) so that the Winners of the hundred Euro (€100) Voucher, will be awarded two (2) fifty Euro (€50) Vouchers.*
- 3.3. The selection of Winners will be done through the use of an authorised random key generator operated under direct supervision of an official representative of the Malta Gaming Authority (MGA).
- 3.4. During each Draw, an additional fifty (50) names will be drawn at random (the “Reserves”). The Reserves shall be ranked according to their positioning in the Draw. In the event that any Winner does not meet any of the requirements in the validation process, LIDL shall inform the next person on the list of Reserves that they are in the chance of winning the Prize and such person shall be required to accept and abide by the same terms and validation process as any other Winner.
- 3.5. Each name drawn shall be contacted directly via email by **JP Advertising Limited**, an affiliate of LIDL Malta, within 10 working days from the Prize Draw. Each Winner shall be required to fill in a

declaration form through which they will be solemnly declaring to be over the age of eighteen (18) and that they were eighteen (18) or over at the time of entering the lottery and legally consented to play in games of chance, and not a current employee or associate of LIDL as described in clause 1.14 to 1.15 above. Furthermore, at the discretion of LIDL, a participant may be required to send an image of their ID Card to verify their status (*in such a case, once the details are confirmed, the digital image of the ID card will immediately be deleted without any copy being retained*).

- 3.6. If the winner does not send the required form and/or documents within the time stipulated in said form, a Reserve (as defined in clause 3.4 above) will be contacted. For any information on prize validation, please contact customer service through the page <https://customer-service.LIDL.com.mt/SelfServiceMT/s/contactsupport> or by calling 800 62 777 (Mon - Fri 8:30 a.m. - 7 p.m. Sat 8:30 a.m. - 12:30 p.m.).
- 3.7. All prize Vouchers will be delivered to the respective Winners by courier services directly to the address as indicated by the winner. Should the winner not be available on the date of delivery, the courier will reach out over the telephone number provided, and co-ordinate a place and time to meet the winner's needs.
- 3.8. Notwithstanding the foregoing clause, LIDL reserves the right to present the Grand Final Prize at an event organised for the granting of the same.
- 3.9. Each Voucher is to be used against one (1) shopping event which total must equal a minimum of fifty Euro (€50) in value. Should, as envisaged in clause 4.1.4.3 below, the Customer wish to use the Voucher for a purchase of less than fifty Euro (€50) in value, no change will be given to the Customer. Vouchers can be used to purchase all items in store with the sole exception of Greeting and Gift Cards and Prepaid Cards (e.g., mobile top-ups).
- 3.10. All Vouchers shall be in line with provisions of Part 9 of the Fourteenth Schedule to the Maltese VAT Act. On the basis that the Vouchers qualify as multi-purpose Vouchers (provided that the Vouchers can be redeemed to buy goods subject to different VAT rates 0%/5%/18% and at the point of issuance of the Voucher one cannot determine which VAT rate will be due), the following VAT treatment as contemplated in the VAT Act should be Applied:
  - 3.10.1. The issuance/transfer of the multi-purpose Vouchers shall not be subject to VAT; and
  - 3.10.2. The redemption of the multi-purpose Vouchers accepted as consideration shall be subject to normal VAT rules depending on the Applicable VAT Rate/VAT exemption.
- 3.11. LIDL will request the winners to show an ID document when the Voucher is being presented at the cashier to match the identity of the customer with that of the named winner on the Voucher as well as to check the age of the customer.
- 3.12. Following the validation process, the confirmed Winners will be notified directly via email of their success and relevant Prize. At this stage, the Winners will also be asked for their consent to have their details as Winners published. Winners' details may be published either in full or in initials, including the

date of purchase with respect to the winning receipt, as specified by the Winner in their respective signed Consent Form. Consent does not affect the status of the Winner or their prize.

3.13. Should the individual Winner consent so, their respective details will be published on LIDL Malta's website and on the Lidl Malta Facebook and Instagram social media pages.

#### 4. The Prizes

4.1. The following will apply to the delivery of the Vouchers:

4.1.1. The Vouchers will be delivered to the respective Winners no later than 3 months from the Prize Draw date. The delivery period may be extended by LIDL in its sole discretion if delivery must be extended for reasons beyond LIDL's control.

4.1.2. Vouchers must be redeemed by the named Winner within the specific period as detailed on the respective Voucher.

4.1.3. All Vouchers can be used solely in a LIDL outlet in either Malta or Gozo. Other specific terms of usage apply:

4.1.3.1. Each Voucher entitles the holder to fifty Euro (€50) worth of items exclusively redeemable at any one of the LIDL outlets;

4.1.3.2. These are *named* Vouchers and can only be used upon verification and presentation of an ID card or equivalent official document as recognised by LIDL in its sole discretion. LIDL reserves the right not to honour any Voucher bearing the personal data of persons different to those on their official document as presented to the cashier as well as not to honour any Voucher issued in the name of a minor<sup>2</sup>;

4.1.3.3. Vouchers cannot be exchanged for cash and the holder forfeits their right to claim any change, should and if the total bill of the purchase be any lesser than the amount stipulated on the voucher itself; and

4.1.3.4. These Vouchers are each redeemable against one, single purchase and are only valid within the period as stipulated below.

4.1.4. The named Vouchers are non-transferable, non-exchangeable, non-refundable and cannot be resold.

4.1.5. The Vouchers cannot be redeemed for an alternative prize.

4.1.6. LIDL will not replace any lost, damaged, mutilated or stolen Vouchers. LIDL reserves the right not to honour any Voucher which may be so damaged or mutilated. All taxes, costs, liabilities and unspecified expenses associated with the usage of the Vouchers are the sole responsibility of the Winner.

4.2. With respect to the Grand Final Prize:

4.2.1. The Winner will receive an official document issued by LIDL entitling the Winner to initiate the process of registration of the Fantastic Carnival in Venice Family Holiday.

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<sup>2</sup> In conformity with the current laws of Malta governing this Lottery, a minor is considered to be any individual aged under the age of eighteen at the time of participating in the Lottery.

4.2.2. The prized Holiday Package will include flights, transfers, accommodation and excursions for a family of four (4) consisting of:

4.2.2.1. Flights:

4.2.2.1.1. Malta to Venice Treviso on the 28<sup>th</sup> February 2025 at 16:10 - for four (4) people; and

4.2.2.1.2. Venice Treviso to Malta on the 4<sup>th</sup> March 2025 at 15:25 – for four (4) people;

4.2.2.2. Transfers:

4.2.2.2.1. Venice Treviso Airport to Hotel on the 28<sup>th</sup> February 2025 – for four (4) people; and

4.2.2.2.2. Hotel to Venice Treviso Airport on the 4<sup>th</sup> March 2025 – for four (4) people;

4.2.2.3. Accommodation:

4.2.2.3.1. Ca' Bonfadini Hotel, [Fondamenta Savorgnan, 462, 30121 Venezia VE, Italy](#).

4.2.2.3.2. 5 Star - Double Superior Room - 2 rooms interconnected. Bed and Breakfast. *City Tax (€5 per person per day) not included.*

4.2.2.4. Excursions:

4.2.2.4.1. Daytime Private Gongola Ride for the family of four (4); and

4.2.2.4.2. Murano and Burano Tour for a family of four (4).

4.2.3. All taxes, costs, liabilities and unspecified expenses associated with the Grand Final Prize, including but not limited to the taking out of travel insurance, are the sole responsibility of the Winner and Lidl shall not under any circumstance be required to cover the costs of any expenses whatsoever incurred by the Winner upon receipt, and use, of the Grand Final Prize. All meals (excluding breakfast provided at the hotel abovementioned) and any other matter not specifically listed in these Terms and Conditions as forming part of the Grand Prize are also expressly excluded from this prize and LIDL will not be responsible to provide the same to the Winner.

4.2.4. Lidl reserves the right at its sole discretion to alter the specifications of the Grand Final Prize at any time, provided that any substituted Grand Final Prize is of equal or greater value up to a value of seven-thousand, one-hundred and sixty-one Euro (€7,161) to the prize listed in clause 4.2.2 above.

4.2.5. The Grand Final Prize is non-exchangeable and non-refundable, the winner will not be entitled to receive a cash equivalent nor to re-sell such prize to Lidl Malta or any of its affiliates, partners or associated companies. The Grand Final Prize will only be awarded to the named authorised winner.

4.3. LIDL shall not be liable in the event that any Prize has been lost, damaged or stolen following collection of the Prize by the Winner.

4.4. Should any Winner/s and all the Reserves fail to be positively validated, LIDL shall donate the Prize/s to the Puttinu Cares Children's Cancer Support Group, Rainbow Ward Paediatric Adolescent Ward, Sir Anthony Mamo Oncology Centre level -1, Msida or any other charity which LIDL may determine at its sole discretion.

4.5. No responsibility will be taken by LIDL if a Winner is not able to use a Prize for any reason howsoever arising.

## **5. Data Protection – Privacy policy**

5.1. Lidl Malta Limited, with registered office in Vassallo Business Park, Burmarrad Road, Naxxar NXR 6345, Malta (hereinafter "**Lidl**"), as the Data Controller, informs the customer under article 13 of the Regulation (EU) 2016/679 ("**GDPR**") and the Data Protection Act (Cap. 586 of the Laws of Malta), that all personal information the customer provided upon registration to the Lidl Plus loyalty programme such as name, date of birth, telephone number, email and postal address and the Lidl Plus client ID, data regarding the customer's receipt (e.g. items purchased, number of items purchased) as well as, only in the event that the customer wins, a copy of the customer's identity document, confirmation of their postal address and a signed declaration stating that the winner is not employed by Lidl and that they had attained the age of 18 before they entered the Lottery, as well as the reference numbers of your travel documents and those of your companions, is subject to and will be processed in order to allow for the customer participation in the Lottery, to eventually claim the prize as well as to comply with legal obligations, pursuant to article 6, paragraph 1, letter b) and c) GDPR. The submission of the customer's personal data is necessary in order to allow the participation to the Lottery. The customer's personal data may also be processed should this be necessary when exercising and/or defending Lidl's or a third party's legitimate interest pursuant to article 6, paragraph 1, letter f) GDPR. In compliance with the limits and conditions laid down by the GDPR and the Data Protection Act, the customer's personal data will be processed electronically and in paper form within the Lidl offices and by collaborators specifically appointed to process personal data. Moreover, the customer's personal data will be shared with our intra-group companies (including Lidl Italia S.r.l a socio unico with registered office at Via Augusto Ruffo 36, 37040 Arcole (VR), Italy and Lidl Stiftung & Co. KG with registered office at Stiftsbergstraße 1, 74172 Neckarsulm (Germany), our agents and third parties that provide services to us (including J.P. Advertising Limited with registered office at JPA, Msida Valley Road, Msida MSD 9020, Malta.) and third parties to whom disclosure may be required for the customer's participation in the Lottery, all located within the European Union (EU) or the European Economic Area (EEA), including Ireland and the Netherlands where the server hosting the Customer's personal data is located. The customer's personal data shall be held throughout the duration of the Lottery and in any event, until no later than 31<sup>st</sup> July, 2025. According to art. 12-23 of the GDPR, the customer, as the data subject, has the right to receive, free of charge and upon request, the disclosure of information regarding the personal data being processed by Lidl. Furthermore, where the legal requirements are met, the customer has the right to access personal data processed about the customer (art. 15 GDPR), to rectification of information (art. 16 of GDPR), to erasure (art. 17 GDPR) and to restriction of processing (art. 18 GDPR) of the customer's personal data, to receive the personal data concerning the customer, which the customer have provided to Lidl, in a structured, commonly used and machine-readable format and have the right to transmit those data to another controller without hindrance from Lidl (art.



20 GDPR), to object to certain data being processed by Lidl (art. 21 GDPR) as well as the right to lodge a complaint with the supervisory authority. To exercise the aforementioned rights, the customer may contact the Data Protection Officer at the email address: [privacymt@lidl.com.mt](mailto:privacymt@lidl.com.mt). For more information on our data processing activities, please visit our Privacy Policy relating to the Lottery at <https://www.LIDL.com.mt/carnival-lottery-privacy-policy>

5.2. By accepting these Terms and Conditions, the customer agrees and acknowledge that they have been provided with LIDL's privacy policy.

5.3. By accepting these Terms and Conditions, the Customer also hereby declares that they have attained the age of 18, and that they are not employed or affiliated with Lidl.

## **6. Termination and Exclusion of Participants**

6.1. Owing to exceptional circumstances outside its reasonable control and only where circumstances make this unavoidable, LIDL reserves the right to cancel or amend the Prize Draw or these Terms and Conditions at any stage but will always endeavour to minimize the effect on participants in order to avoid undue disappointment. Should these Terms and Conditions be amended at any time, the customer will be notified and will be prompted to read, understand and accept the same or to opt out of the LIDL Carnival Lottery.

6.2. LIDL assumes no responsibility for and will disqualify entries that are: stolen, late, lost, illegible, incomplete, invalid, unintelligible, damaged, destroyed, delayed, misdirected, not received, or that have incorrect or inaccurate entry information, whether caused by any of the equipment or programming associated with or utilized in the Prize Draw, or by any human, mechanical or electronic error which may occur in the processing of the entries in the Prize Draw. Proof of sending will not be accepted as proof of receipt, and no correspondence will be entered into.

6.3. LIDL assumes no responsibility for any typographical or other error in the printing of these Terms and Conditions, administration of each of the Prize Draws, errors in processing entries, identifying the Winner, in the announcement of the Prizes and Winner, and the delivery of the Prizes, any problems or technical malfunction of any telephone network or lines, mobile phone, App system, computer systems, online systems, servers or providers, computer equipment, software, failure of any e-mail or players on account of technical problems or traffic congestion on the Internet or on any website, or any combination thereof, including, without limitation, any injury or damage to the participant's mobile phone or other portable electronic device related to or resulting from participation or downloading any materials in the Prize Draw.

6.4. Use of any device to automate or subvert entry is prohibited and any entries received by such means will be void. No software-generated, robotic, programmed, script, macro or other automated entries are permitted and any entries received by such means will be void.

6.5. LIDL reserves the right in its sole discretion to verify the Winner and disqualify any person it suspects or finds: (i) to have tampered with the entry process or the operation of the Prize Draw; (ii) to have provided inaccurate information upon entering the Prize Draw or on filling in the Declaration Form

following the draw; (iii) to be acting in violation of these Terms and Conditions; or (iv) to have gained unfair advantage in participating in the promotion or won using fraudulent means. Any violation of these Terms and Conditions by a Winner will result in such individual's disqualification as a winner of the Prize Draw and all privileges as a Winner will be immediately terminated.

## **7. Limitation of Liability**

- 7.1. LIDL does not guarantee continuous uninterrupted or secure access to the App. Numerous factors outside the control of LIDL may interfere with the operation of the App for which LIDL accepts no responsibility, including but not limited to, any difficulties in delayed or corrupted data.
- 7.2. LIDL rejects any claims and responsibility of any possible event that may be caused by limitations to access to the internet, malfunction of the App, connectivity, software, compatibility, hardware, mobile or desktop that should be experienced by any customer during their registration.
- 7.3. To the maximum extent permitted by applicable law, LIDL rejects any responsibility for any incorrectness of the detail provided by the customer on registration.
- 7.4. Except in cases of fraud and/or gross negligence, LIDL, its employees, directors and affiliates, shall not be held liable in any way, for any claims, losses, damages, rights and actions of any kind arising out of or relating to the Prize and Prize Draw, whether direct or indirect, including but not limited to claims for damage caused to the participants, Winners, or any other third party. Furthermore, the participants and Winners hold and continue to hold LIDL, its employees, directors and affiliates, free and harmless against all and any claims, losses, damages, rights and actions of any kind made by third parties as permitted under applicable law, in respect of the Prizes, including use of the Prizes, this Prize Draw and this Lottery. LIDL is not liable for any damage suffered by any participants and Winners due to said participants' and Winners' non-observance with these Terms and Conditions.
- 7.5. Each participant shall be responsible to ensure that any person whose personal data they may have provided in their participation of the Prize Draw have been made aware of the fact that their personal data has been provided to LIDL for the purpose of the Prize Draw. The participant providing such personal data shall ensure that the individual has accepted these Terms and Conditions and has been provided with the Privacy Policy. The participant hereby undertakes to hold LIDL indemnified and harmless of any damages, costs or liability which may result from any claim or litigation which may result from the participant's failure to inform that individual that his or her personal data have been included as part of the participant's participation in the Prize Draw.
- 7.6. To the fullest extent possible in law, LIDL does not accept liability for any losses or claims whatsoever arising out of participation in the Prize Draw and the acceptance of any Prize.
- 7.7. Participants are responsible for all costs and expenses relating to participation in the Prize Draw, including but not limited to the participant's accessing the internet.
- 7.8. LIDL reserves the right to investigate and reject claims it believes could be of a fraudulent nature. Should the investigation conducted by the LIDL specially appointed team positively affirm that a claim be

upheld as fraudulent, LIDL reserves the right to pursue damages against individuals and/or entities in connection with such claims.

7.9. In an Event of Force Majeure, LIDL shall not be liable for any failure to comply with its obligations and in such an event, LIDL shall not be obligated to provide an alternative or a substitution prize to the Winner where the Winner does not receive any or all components of the Prize as a result of such. For the purpose of these Terms and Conditions, an “*Event of Force Majeure*”, shall have the following meaning; all circumstances beyond the reasonable control of either LIDL or the Winner concerned, including acts of God, earthquake, flood, storm, lightning, fire, explosion, war, terrorism, riot, civil disturbance, sabotage, strike, lockout, slowdown, labour disturbances, accident, epidemic, pandemic, difficulties to obtain required raw materials or labour, lack of or failing transportation, breakdown of plant or essential machinery, emergency repair or maintenance, breakdown of public utilities, changes of law, statutes, regulations or any other legislative measures, acts of governments, supranational organizations or other administrative or public agencies, orders or decrees of any court, acts of third parties, delay in delivery or defects in goods or materials or any other circumstances amounting to force majeure.

## **8. General**

8.1. LIDL reserves the right to amend these Terms and Conditions at any time without prior notice. The latest version of the Terms and Conditions would always be available at <https://www.LIDL.com.mt/carnival-lottery-TC> and such Terms and Conditions shall supersede any previous version. It is the customer’s responsibility to ensure that the customer is conversant with any changes to the Terms and Conditions. Should these Terms and Conditions be amended at any time, the customer will be notified and will be prompted to read, understand and accept the same or to opt out of the LIDL Carnival Lottery. Should individual clauses of the entry terms and conditions be or become invalid, the validity of the remaining entry Terms and Conditions shall remain unaffected.

8.2. These Terms and Conditions shall be governed by and construed in accordance with the laws in force in Malta from time to time and the courts of Malta shall have exclusive jurisdiction for the resolution of all disputes as to any matter arising out of or in connection with these Terms and Conditions.

8.3. We would strongly advise that, in the event of a dispute, the customer first lodge a complaint with our customer service centre in order to resolve or clarify the matter. Customer service is available on:

- 800 62 777, from Monday to Friday, from 8.30am to 7.00pm; Saturday from 8.30am to 12.30pm. It’s available only in English from Malta on some service providers;

- the contact form on this link:

<https://customer-service.lidl.com.mt/SelfServiceMT/s/contactsupport> ; and e-mail to [info@lidl.com.mt](mailto:info@lidl.com.mt)

8.4. Should you have any reason to complain about any decision taken relating to the validity of your participation, you can reach out to The Complaints and Conciliation Directorate established under the

Fourth Schedule of the Malta Competition and Consumer Affairs Act (Cap. 510). In addition, under Subsidiary Legislation 583.08 Gaming Player Protection Regulations, you also may lodge any complaints with the Authority's Player Support Unit if you have reason to believe that any aspect of the gaming service is unlawful, or conducted in a manner which is not safe, fair or transparent.

- 8.5. If any provision of these Terms and Conditions is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the legality, validity or enforceability in that jurisdiction of any other provision of these Terms and Conditions, or the legality, validity or enforceability in any other jurisdiction of that or any other provision of these Terms and Conditions.