# **Lidl BBQ AR Filter Competition Terms and Conditions**

#### 1. Eligibility to participate

- **1.1** The Lidl BBQ Skewer AR Filter Competition (the "Competition") is promoted by Lidl Ireland GmbH (the 'Promoter') having its place of business at Lidl Head Office, Main Road, Tallaght, Dublin 24, Ireland.
- **1.2** Participants must be over 18 years of age and be resident in the Republic of Ireland to be eligible to participate, direct employees of the Promoter, affiliated companies of the Promoter, partners, families, or anyone associated with this Competition are excluded.
- **1.3** By participating in the Competition, participants are deemed to have accepted the Lidl Plus terms of use, these Terms and Conditions and confirmed that they meet the eligibility criteria set out in these terms and conditions. Participants are not permitted to participate on behalf of other persons and third parties.
- **1.4** The promotion period will commence from July 1<sup>st</sup> 2024 and finish on the **July 29<sup>th</sup>** (the 'Promotion Period').

## 2. Participation in the Competition

- **2.1** To participate in the Competition, each participant will need to during the Promotion Period:
  - **2.1.1 Step 1.** Install the TikTok App on their smartphone or device and create a TikTok account (this step shall not be required for participants who are already TikTok users); and
  - 2.1.2 **Step 2**. Scan any Lidl logo using the TikTok filter (LINK TO FILTER) to participate The filter will display a BBQ skewer in one of three states: "Burnt," "Cooked," or "Golden."
  - 2.1.3 **Step 3.** If the participant receives the burnt skewer, cooked skewer or the golden skewer, simply post your skewer filter video publicly on TikTok tagging @LidIreland and using the hashtag #ifoundaskewer presented on screen.
  - 2.1.4 **Step 4:** Install the Lidl Plus App on their smartphone or device and create a Lidl Plus account (this step shall not be required for participants who are already Lidl Plus users);
- **2.2** The completion of Step 1 is a prerequisite to the completion of Step 2 and Step 3. All 4 Steps must be completed in order to enter the Competition. The release of Lidl Vouchers to the winning participants may only be done via the Lidl App.

#### 3. Selection and notification of the winner

- **3.1** Where the participant wins the prize, in addition, the personal data associated with their TikTok account e.g., first name/surname, telephone number, location, and e-mail address will be transmitted from Lidl Plus (operated by Lidl Stiftung & Co. KG) to the Promoter.
- **3.2** Winning Participants customer ID in the Lidl Plus app will be transmitted from Lidl Plus (operated by Lidl Stiftung & Co. KG) to the Promoter. Where the participant wins the prize, in addition, the personal data associated with their Customer ID e.g. first name/surname, telephone number, and e-mail address will be transmitted from Lidl Plus (operated by Lidl Stiftung & Co. KG) to the Promoter.

- 3.3 Participants are responsible for ensuring their TikTok account and Lidl Plus Account information is up to date, otherwise Lidl may not be in a position to contact the winning entry or release the prize. Participants are recommended to ensure that they enable their email and push notifications within the TikTok app so that they can be notified that they may have won a prize.
- **3.4** The winning participants set out at 4.1 who scan a Lidl logo, find a skewer as set out in 2.1.2, and share it on TikTok will be selected at random to win the respective prize.
- **3.5** Up to three working days after the prizes are randomly selected, the selected winner will be contacted by TikTok Direct Message. The winner will be asked to correctly complete a test of skill to claim the prize.
- **3.6** Two attempts will be made to contact the winner over a two-day period. If the winner cannot be contacted, this will result in forfeiture of any and all claim to the prize. The Promoter reserves the right to offer the prize to a substitute winner.
- 3.7 The winners agrees that in consideration of the prize and their acceptance of same, the winners may be required for promotional activity and the winner agrees to partake in same. Promoter may use their name, hometown, image and likeness (likeness as it has been captured or in an altered manner, by employees, agents or subcontractors of the Promoter or anyone working on behalf of the Promoter and/or by local/other media) for purposes of internal/external advertising, promotion or publicity in any media without additional compensation and the winner agrees to take part in such related promotional activities as the Promoter may require. In such circumstances, the prize winner's personal data will be processed on a contractual basis and in the Promoter's legitimate interests. Lidl Ireland may publish all confirmed winners on the Lidl website.
- **3.8** The Promoter reserves the right to cancel, terminate, modify or suspend a competition and/or vary competition rules, including these terms and conditions, without prior notice.

#### 4. Prize

- **4.1** There will be winners of the following categories will receive the following prizes:
  - 4.1.1 Burnt Skewer: 1 (one) winner to be selected every 4 weeks will receive a €50 Lidl voucher
  - 4.1.2 Cooked Skewer: 1 (one) daily winner will be selected during the promotion period and will receive a €50 Lidl voucher
  - 4.1.3 Golden Skewer : 1 winner during the promotion period will receive a €50 Lidl voucher per month for one calender year (total prize value €600)
- **4.2** The Promoter reserves the right to provide an alternative prize of equal value should the advertised prize become unavailable for reasons beyond its control.
- **4.3** The Lidl Voucher may not be redeemed against the following items; alcohol, lottery tickets, newspapers, magazines, medicines, gift cards, selected nutritional supplements, infant formula, mobile top-up, and checkout bags. Exclusions may vary
- **4.4** Each Lidl Voucher Prize as set out in 4.1 entitles the winning entrant to money off your next shop to the value set out in Clause 4.1 until the expiry of the prize coupon, this will be 30 days from the date upon receiving the prize coupon in your app. Only one prize voucher can be used in a transaction and the full value of the prize coupon must be used. The full value of the prize coupon can only be redeemed once, has no cash value, is non-exchangeable and no change will be given. The prize coupon will only be valid 28 days after issue.

#### 5. Miscellaneous

- **5.1** The prize is strictly non-refundable. No cash or other prize will be offered.
- **5.2** Content of the participant's entry must not violate third-party rights or platform guidelines. Please see TikTok's Terms of service for more information https://www.tiktok.com/legal/page/eea/terms-of-service
- **5.3** Any breach of these Terms and Conditions may invalidate an entry and/or result in forfeiture of the prize. The Promoter reserves the right to cancel, terminate, modify, or suspend the Competition and/or vary Competition rules, including these Terms and Conditions, without prior notice.
- 5.4 The Promoter and its associated companies accept no responsibility for any damage, loss, injury (other than for death or personal injury arising from negligence), malfunction or disappointment of any kind, however so arising from participation in the Competition or acceptance of the prize, whether due to error, omission by the Promoter its employees or agents, or for any other reason, and participants agree to indemnify the Promoter in this regard through their engagement with the Competition.
- **5.5** The participant has no right to compensation and acknowledges the decision on the prize winner by the Promoter is final.
- **5.6** By participating, you grant Lidl Ireland access to use your content for promotional purposes.
- **5.7** No correspondence will be entered into regarding either the selection process or the outcome of the Competition.
- **5.8** In the event that the Filter feature is not available or not functioning correctly on TikTok the Promoter will bear no responsibility for technical issues.
- **5.9** In the event of any dispute regarding these terms and conditions and conduct of the Competition, the decision of the Promoter will be final with no appeal thereform.
- **5.10** The Promoter reserves the right to refuse to award the prize to a winner or to disqualify any participant where, in its sole view, there is a breach of these Terms and Conditions or where it deems it necessary to do so at its sole discretion.
- **5.11** These Terms and Conditions shall be governed by Irish law and the courts of Ireland shall have exclusive jurisdiction over interpretation of same.

## 6. Data Protection

- **6.1** By participating in the Competition, participants agree to the processing and storage of any personal data provided by them to Lidl Stiftung & Co KG and to the transferring of such data to the Promoter as a processor of such data for the purpose of administering the Competition as well as promotional activities around the Competition including, but not limited to posts on social media sites by the Promoter.
- **6.2** The Promoter will ensure that all personal data will be processed in compliance with data protection law. Participants' data will not be transferred out of the EU and such entry data, will be destroyed immediately after conclusion of the Competition.

**6.3** Lidl Ireland GmbH is the controller for the processing of personal data of the participants and winners. For any questions relating to Lidl's processing of personal data in relation to the Competition, participants may contact:

Lidl Ireland GmbH Main Road Tallaght, Dublin 24 data.controller@lidl.ie

For any queries around the processing of personal data in relation to the Lidl Plus App, participants should refer to the Terms and Conditions Lidl Plus and Data Protection Policy Lidl Plus. In addition, participants may contact:

Lidl Stiftung & Co. KG Stiftsbergstraße 1 74167 Neckarsulm Germany dataprotection@lidlplus.ie

- **6.4** In order to operate the Competition, the following personal data will be transferred to the Promoter by Lidl Stiftung & Co. KG, Stiftsbergstraße 1, 74167 Neckarsulm, Germany:
  - 6.4.1 Lidl Plus Card Customer ID Number of all winners in the Competition .
  - 6.4.2 in addition, first name and surname as well as telephone number and e-mail address of the winner.
- **6.5** Furthermore, the Promoter may collect any other personal data required for the purpose of carrying out the Competition.
- **6.6** The Promoter will use the personal data collected in the context of the participation in the Competition only to operate the Competition (e.g., drawing winners, notifying winners, sending the prize). The legal basis for the processing in the context of the Competition is generally participants' consent—which consent underlies the operation of user accounts under the Lidl Plus App and TikTok.
- **6.7** Photographs, videos and data as set out in clause 3.7, of the winner may be taken during the prize giving; these may be published together with the name and hometown of the winner in promotional media of the organizer (e.g., press release, lidl.ie, employee magazine, social media). This data is processed on the basis of contract in consideration of the prize.
- **6.8** Data is only transferred to third parties where this is necessary for the implementation of the Competition (e.g., sending the prize via a logistics company) or in order to publish the winner (e.g., on Facebook or other social media channels). Apart from that, data will not be transferred to third parties.
- **6.9** At the end of the Competition and announcement of the winner, the personal data of participants will be deleted. Personal data belonging to winners will be retained for a minimum of 1 years and the image of winners may be used in Lidl's marketing activities.
- 6.10 Participants have the right to access their personal data, to withdraw their consent (if applicable), and in certain circumstances, the right to erasure. Participants may also object to Lidl's processing of their data if such processing is based on Lidl's legitimate interest. Data protection questions or concerns can be addressed to data.controller@lidl.ie. Participants may also contact the Data Protection Commission for Ireland.