

# Lidl Supplier Development Programme

## Application Terms & Conditions

### 1. Background

The Lidl Supplier Development Programme ('Kickstart Programme') aims to give producers the opportunity to showcase their products in over 220 Lidl stores across the island of Ireland. Successful participants will benefit through participation in the Kickstart Programme by developing knowledge and experience of working with one of Ireland/Northern Ireland's major retailers.

### 2. Acceptance of Terms & Conditions

These terms and conditions govern the application process for the Kickstart Programme ('Application Terms and Conditions'). In the event an applicant is successful in being offered a place on the Kickstart Programme, they will be required to sign additional documentation which will set out the terms and conditions of participation in the Kickstart Programme.

By submitting an application to participate, applicants automatically accept these Application Terms and Conditions and confirm they meet the eligibility requirements.

### 3. Eligibility Requirements

In order to be considered for the Kickstart Programme, applicants must meet the following minimum criteria:

- Be resident in the Republic of Ireland or Northern Ireland; and
- Be a minimum age of 18; and
- Not be an employee or the immediate family of an employee of Lidl Ireland GmbH or Lidl Northern Ireland Limited; and
- Be permitted, both legally and contractually, to retail the proposed participating product; and
- Be able to supply a minimum of 200 stores across the Island of Ireland with the product proposed in the application; and
- Be registered for VAT in the Republic of Ireland or Northern Ireland (as applicable).

Lidl reserve the right to request proof of eligibility and may disqualify an applicant from the application process in the event proof is not provided within a reasonable timeframe.

### 4. How To Apply

Applications will be open from 1<sup>st</sup> January 2025 to 23:59 on 31<sup>st</sup> January 2025 ('Closing Date').

In order to apply for the Kickstart Programme, applicants must complete the application form at [www.lidl.ie/kickstart](http://www.lidl.ie/kickstart) / [www.lidl-ni.co.uk/kickstart](http://www.lidl-ni.co.uk/kickstart) and submit a completed application before the Closing Date. A maximum of 5 products per applicant will be considered.

Applications received after the Closing Date or which are incomplete/illegible will not be considered. Lidl will not be liable to applicants for any failure resulting in applications not being received or reviewed by Lidl.

## **5. Selection Process**

The selection process will consist of two rounds.

### **Round 1**

Eligible applications will be reviewed on the information included in the application form by the Lidl Buying Team who will shortlist chosen applications to progress to Round 2. Only applicants who are progressing to Round 2 will be contacted by way of email.

### **Round 2**

Applicants who have been shortlisted to proceed to Round 2 will be required to submit samples of their products. Detailed instructions of material to be provided will be set out in the email confirming selection for Round 2.

All material required will be reviewed by the Lidl Buying Team who shall decide on which applicants to offer a place to in the Kickstart Programme. There is no fixed number of places available in the Kickstart Programme and multiple applicants may be offered a place.

Applicants successful in being offered a place in the Kickstart Programme will be notified by 7<sup>th</sup> March 2025 by way of email. Unsuccessful applicants will not be contacted.

Applicants who do not respond to Lidl communication regarding selection within 2 days from the date of the email offer from Lidl will be disqualified from the application process.

## **6. Marketing**

Applicants understand that should they be selected to participate in the Kickstart Programme, this will require them to partake in marketing campaigns to promote selected products as well as the Kickstart Programme if required by Lidl and at no cost to Lidl. Additionally, successful participants may have their products chosen to be showcased. This will require successful applicants to provide samples of their products which may be sent to third parties for advertising and promotion.

## **7. General**

The selection of successful applicants and their participation in the Kickstart Programme is at the sole and absolute discretion of Lidl, whose decision will be final and not subject to challenge or appeal.

All products will be risk assessed and must meet the quality and production standards required by Lidl. If Lidl deem necessary, Lidl may require on site production inspections or quality testing to be carried out.

Lidl may withdraw an offer to participate in the Kickstart Programme in the event of ineligibility under these terms and conditions or in the event an applicant is in breach of these terms and conditions. Additionally, Lidl may at its sole discretion disqualify applicants if Lidl believe they have provided false, inaccurate or misleading details of information or if through an applicants' participation Lidl have reasonable cause to fear damage.

Product retail remains at the sole discretion of Lidl. Lidl make no representation or warranty to applicants as to the likely commercial success of any accepted applications or their products as a result of their participation in the Kickstart Programme.

Applicants acknowledge and agree that Lidl and its servants or agents shall not be liable for any loss, damage, cost, expense or injury to an applicant or their property caused or suffered in connection with the application process or the Kickstart Programme.

Applicants hereby represent and warrant to Lidl that they are the sole owner of the product referenced in their application and have the exclusive and unconditional right and authority to enter the application process, and if selected, to partake in the Kickstart Programme and that there has not been and currently is no claim, action, suit or proceeding relating to the product or the intellectual property rights in the product and to the best of your knowledge there is no reason to believe that your rights in and to the product are invalid or unenforceable for any reason.

Applicants represent and warrant that they have accurately and truthfully completed the application form and that all details/information provided to Lidl are true and correct. Applicants will immediately inform Lidl if they discover that any details and/or information provided is false, inaccurate or misleading in any way whatsoever.

Lidl reserves the right to amend, terminate or cancel the Kickstart Programme and these terms and conditions without any liability.

#### **8. Data Protection**

By applying, applicants agree to the processing and storage of any personal data provided for the purpose of entering the application process and for the purposes of contacting you in relation to the process and/or Kickstart Programme, now and in the future. Your personal data will not be used for any other purpose other than as outlined in these terms and conditions and Lidl will only transfer your data to third parties insofar as required for fulfilling the Kickstart Programme. Lidl hereby ensures that all personal data is collected, processed and used in compliance with data protection legislation and that adequate technical security measures are taken to ensure the security of all personal information. Nothing in this clause affects your rights as a data subject or Lidl's obligations and responsibilities under the Data Protection Act, as amended. For further information, applicants can contact [data.controller@lidl.ie](mailto:data.controller@lidl.ie)

#### **9. Governing Law**

These terms and conditions shall be governed and construed in accordance with Irish law.