

## "Make A Lidl Wish" - Terms and Conditions

### 1. Make A Lidl Wish Competition

The 1.1 By participating in the Competition, participants are deemed to have accepted these Terms and promote Conditions and confirmed that they meet the eligibility criteria set out in these terms and Office, M conditions. aght, Dublin 24, Ireland.

# 1.2 The Competition encourages individuals to submit "their Christmas wishes" to be in with the chance of having their wish granted by Lidl.

### 2. Eligibility

- 2.1 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.
- 2.2 Prize(s) are issued as the granting of the winner(s) wish as selected by the Lidl judging panel therefore participants are required to fulfil the following criteria be to enter the Competition.
  - 1) Complete the form on www.lidl.ie/MakeALidlWish
  - ) Agree to take part in filming of the granting and overall wish experience
  - 3) Agree to grant Lidl the right to use their image/likeness for all marketing purposes relating to
  - their participation and winning of the "Make a Lidl Wish" competition in perpetuity

2.3 Participants are not permitted to apply on behalf of other persons or third parties, except in the instance where the participant is the legal guardian or parent of a participating minor child(ren).
2.4 The Competition period will commence from 4<sup>th</sup> November 2024 and finish on 17<sup>th</sup> of November 2024 (the 'Competition Period').

## 3. Participation in the Competition

Step 1. Visit the "Make A Lidl Wish competition" web page: www.lidl.ie/MakeALidlWish

3.1 To participate in the Competition, each participant will need to complete the following during the Competition Period:

**Step 2.** Submit their Christmas Wish along with all the required contact information on the form (Name, email address, phone number). Entries must describe the wish clearly and concisely, in a maximum of 300 words (making sure that it is reasonable, legal, safe, and not offensive). Any entries that are deemed of an inappropriate/offensive nature will be disqualified. Wishes must not have excessive levels of expense or unrealistic delivery timelines. Entries submitted after the closing date and time will not be considered. \*\*\***Please note that it is only one entry per person**\*\*\*

Step 3. Shortlisted participants will be contacted by Lidl to determine their suitability and availability to have their wish granted.

## 3.2 All Steps must be completed to be counted as a valid entry.

- **3.3** No purchase and/or donation is necessary to participate in the Prize Draws. Purchasing goods does not result in any advantage to a participant.
- 3.4 Only one (1) entry is permitted per person. Second (2nd) or subsequent entries will be disqualified. Syndicated entries or those made using methods such as a computer macro, a script or the use entries on another individual's behalf will not be accepted. Any other forms of entry, including but not limited to automated devices or processes, are not allowed and all such entries will be disqualified and any Prize awarded will be void. No entries from consumer groups, third (3rd) parties or bulk entries will be accepted.

# 4. Prize

4.1 The Promoter has 1 (one) grand prize to offer to fulfil the winner's "Make A Lidl Wish" as part of the Competition. This prize will consist of a wish experience as described, similar or in the spirit of the winning entrant(s) wish in their application form. Lidl reserves the right to decide what is the most appropriate method or form the winning entrant(s) wish will take place, up to a maximum value of €10,000. A Cash alternative is not available, nor is the awarding of any cash or spending money to be provided as part of the winning wish experience. The Promoter reserves the right to offer a suitable substitute, if the wish cannot be granted as described for reasons outside the control of the promoter or budgetary constraints.

- 4.2 The promoter reserves the right to award additional prize(s) of a smaller wish experience to additional winning entrant(s) until the prize pool as set out in 4.1 is exhausted or until the eligible winner has received their prize, whichever is applicable.
- 4.3 The winner as set out in 4.1 can only receive one once-off wish experience prize
- 4.4 Any additional winner(s) as set out in 4.2 can only receive one once-off wish experience prize and this wish experience will only have a budget of the remaining funds of the prize pool that is not exhausted after the grand prize at 4.1 has been executed.
- 4.5 In the event that there is no remaining funds of the prize pool after the execution of the grand prize at 4.1, there will be no smaller wish experience available under 4.2.
- 4.6 The winner(s) is not permitted to sell the prize under any circumstances
- **4.7** For the avoidance of doubt, a Winner shall be solely responsible for all costs (including without limitation accommodation, subsistence and transportation) related to their use of a Prize.
- **4.8** No responsibility will be taken by the Promoter if a Winner is not able to collect a Prize for any reason and howsoever arising.

# 5. Redemption of Prize & Data processing

- 5.1 The winning entrant(s) wish will be fulfilled by Lidl within a reasonable timeframe, not exceeding **(60 days)** from the date of winner(s) being notified their wish experience has been selected. Lidl will work closely with the winner(s) to arrange the wish experience prize in a way that it aligns, reflects and is in the spirit of the winning entry's requested wish experience, and within the maximum value of the stated prize pool. The winner(s) may be required to provide additional information, vouching documentation, certification in order to assist Lidl to facilitate the fulfilment of their wish experience.
- 5.2 Failure to respond or provide necessary information/documentation to Lidl within the required timeframe (1 business day) may result in forfeiture of the prize.
- **5.3** The winner(s) agrees that in consideration of the wish experience prize and their acceptance of same, the winner(s) may be required for reasonable promotional activity and the winner(s) agrees to partake in same. Promoter may use their name, hometown, image, videos, descriptions 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, marketing material, 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.

# 6. Selection of Make A Lidl Wish Winner

- 6.1 The winner will be chosen by a panel of judges based on the creativity, feasibility, and alignment of their wish with Lidl Ireland's values. Up to a maximum of 15 entries will be shortlisted and the winner will be notified by email or phone no later than 10 days of the closing date. If the winner does not respond within 24 hours, Lidl reserves the right to select an alternative winner.
- 6.2 Lidl will verify the eligibility of the participant by checking the required information provided.
- 6.3 The winner(s) may be required to provide additional information, vouching documentation, certification in order to assist Lidl to facilitate the fulfilment of their wish experience. Failure to respond or provide necessary information/documentation to Lidl within the required timeframe (1 business day) may result in forfeiture of the prize.
- 6.4 Lidl will require the use of winner's details such as name, email address and phone number supplied during entry to the competition. This information will be shared with the Lidl Marketing team and their agents, who will use this to make arrangements for the wish experience prize.

#### 7. Content Usage

- **7.1** By participating, participants grant Lidl a free, worldwide, irrevocable, right to use and share the Content on Lidl's social media platforms and to use Content for promotional purposes.
- **7.2** All Content must not violate third-party rights or platform guidelines.

## 8. Miscellaneous

- **8.1** The prize is strictly non-refundable. No cash or other prize will be offered unless otherwise arranged by the Promoter.
- **8.2** 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.
- **8.3** 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 wish experience 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.
- **8.4** Promoter 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 Draws, or by any human, mechanical or electronic error which may occur in the processing of the entries in the Prize Draws, or other errors appearing within the Terms and Conditions or advertisements for the Prize Draws. Proof of sending will not be accepted as proof of receipt, and no correspondence will be entered into.
- **8.5** The participant has no right to compensation and acknowledges the decision on the prize winner by the Promoter is final.
- **8.6** No correspondence will be entered into regarding either the selection process or the outcome of the Competition.
- **8.7** 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 therefrom.
- **8.8** 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.

- **8.9** These Terms and Conditions shall be governed by Irish law and the courts of Ireland shall have exclusive jurisdiction over interpretation of same.
- **8.10** The Promoter reserves the right in its sole discretion to verify the Winners and disqualify any person it suspects or finds: (A) to have used a software generated, robotic, programmed, script, macro or other automated entry; (B) to have tampered with the entry process or the operation of the Prize Draws; (C) to be acting in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; (D) to display behaviour that will bring such Winners or Promoter into disgrace; (E) to have provided inaccurate information upon entering the Prize Draws; (F) to be acting in violation of these Terms and Conditions; or (G) to have gained unfair advantage in participating in the promotion or won using fraudulent means. ANY VIOLATION OF THESE TERMS AND CONDITIONS BY A WILL RESULT IN SUCH INDIVIDUAL'S DISQUALIFICATION AS A WINNER OF A WISH EXPERIENCE PRIZES AND ALL PRIVILEGES AS A WINNER WILL BE IMMEDIATELY TERMINATED.

# 9. Data Protection

- **9.1** By participating in the Competition, participants agree to the processing and storage of any personal data provided by them to the promoter and 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 Promotion as well as promotional activities around the Competition including, but not limited to posts on social media sites by the Promoter.
- **9.2** 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/United Kingdom and such entry data, will be destroyed immediately after conclusion of the Promotion.
- **9.3** 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 <u>data.controller@lidl.ie</u>

- **9.1** Furthermore, the Promoter may collect any other personal data required for the purpose of carrying out the Promotion.
- **9.2** The Promoter will use the personal data collected in the context of the participation in the Promotion only to operate the Promotion (e.g., awarding the wish experience prize). The legal basis for the processing in the context of the Promotion is generally participants' consent
- **9.3** Data is only transferred to third parties where this is necessary for the implementation of the Promotion (e.g., booking travel, booking the wish experience, third party operators organising the wish experience) 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.
- **9.4** At the end of the Promotion and announcement of the winners, the personal data of participants will be deleted. Personal data belonging to winners will be retained for a minimum of 3 years and the Content may be used in Lidi's marketing activities.
- **9.5** 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.