



## **"Lidl Green Fund" - Terms and Conditions ("Agreement")**

### **1. Lidl Green Fund Competition**

- 1.1 These terms and conditions govern the "Lidl Green Fund" competition (the "**Competition**"), promoted by Lidl Ireland GmbH (the "**Promoter**" or "**Lidl**") having its place of business at Lidl Head Office, Main Road, Tallaght, Dublin 24, Ireland.
- 1.2 The Competition encourages applicants to submit a sustainability project application ("**Participants**") in order to be in the chance of Lidl awarding a cash grant ("**Prize Grant**") detailed in clause 4,
- 2 The Promoter shall accept applications from 24<sup>th</sup> February and finish on the 24<sup>th</sup> March 2025 (the "**Competition Period**").
- 2.1 By submitting the application form for this Competition, Participants are deemed to have accepted these Terms and Conditions and confirm that they shall meet requirements associated.
- 2.2 A breach of the Terms and Conditions by the Participant shall be deemed a repudiatory breach, and the Promoter reserves the right to rescind a Prize Grant accordingly.

### **2. Eligibility**

#### **A. Eligible Participants:**

- 2.1 Participants must not be private individuals and applications will not be accepted from individuals.
- 2.2 Any individual applying must do so in their standing as a formal representative, employee or agent acting with the express authority of their principal body which is either; a primary school; a secondary or grammar school; a registered charity; a community group;
- 2.3 Participants must be based in the Northern Ireland and have their principal activity in Northern Ireland.
- 2.4 The representative, agent or employee submitting the application on behalf of a Participant must be aged 18 years or over and be a resident of Northern Ireland.
- 2.5 Participants must enter the Competition fully and correctly, as detailed in **Clause 3 Participation in The Competition**.
- 2.6 Participants must:
  - 2.6.1 Fill out the online application form in full, to include answering all questions outlined in the application form.
- 3 Submit the following upon shortlisting:
  - (i) Express written authority from the Trust, board, owner, or controlling individuals that govern the subject organisation outlining the project has been approved/authorised as specified in the application and works will begin within the current financial year, ("**Letter of Authorisation**").
  - (ii) Copy of most recent audited accounts.
- 3.1 Lidl reserves the right to verify the eligibility of all Participants and to disqualify any applications that are deemed, at Lidl's sole discretion, to contravene the spirit of the Competition, to include but not be limited to risk assessment following internal business partner checks, or the Promoters business code of conduct and any negative PR risk attaching.

#### **B. Eligible Projects**

The Prize Grant is limited to projects relating to the following categories:

- 3.2 Climate: Initiatives that support communities to develop climate action plans that minimise the impacts of climate change e.g. installation of solar panels, LED lighting, carbon literacy training.
- 3.3 Biodiversity: Initiatives that will develop environmental projects to support all ecosystems within our local communities e.g. community garden, nature trails, native and pollinator friendly planting, pocket forest, marine environment and conservation projects
- 3.4 Reducing Waste: identifying solutions to reduce waste and support a circular economy e.g. waste programmes, repair cafes, upcycling, workshops and seminars.
- 3.5 Health and Wellbeing: educating local communities to promote healthy diets and make healthier food choices e.g. community cooking programme, nutrition workshops

3.6 Projects must commence within the first 6 months since date funding is received. Projects must be completed within 1 year to date of funding received, If the project commencement/completion sits outside these dates must be agreed in advance with the Promoter.

3.7 Lidl reserves the right to determine, at its sole discretion, whether or not a project meets these criteria/targets these categories.

### 3. Participation in the Competition

3.1 To participate in the Competition, each participant will need to complete the following during February 24<sup>th</sup> to March 24<sup>th</sup> 2025:

- i. **Step 1.** Visit the "Lidl Green Fund competition" web page: <https://lidl.ie/greenfund>
- ii. **Step 2.** Submit their Green Fund application along with all the required contact information on the form (Name, email address, phone number). Entries must describe the project clearly and concisely, in a maximum of 300 words (making sure that it is reasonable, legal, safe, and realistically achievable). Entries submitted after the closing date and time will not be considered. **\*\*\*Please note that it is only one entry per participant\*\*\***
- iii. **Step 3.** Provide all supporting documentation when requested for shortlisting, to include but not be limited to; Letter of Authorisation, most recent audited financial accounts, planning permission/building certification if required at shortlisting stage.
- iv. **Step 4.** Shortlisted participants will be contacted by Lidl from [csr@lidl.ie](mailto:csr@lidl.ie) to determine their suitability and availability to have the Prize 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 online application. Purchasing goods does not result in any advantage to a participant during the online application phase.

3.4 Only one (1) entry is permitted per Participant.

3.5 Applicants must provide details of program feasibility, e.g. level of interest, expected number of participants and intended outcomes/monitoring.

3.6 A maintenance plan may be required for projects which involve the creation of a physical asset e.g. a garden requiring ongoing maintenance.

3.7 All successful organisations which receive funding from Lidl Green Fund are required to complete an evaluation report which will be provided following the completion of your project.

### 4. Prize Grant

4.1 Prize: There will be one overall prize awarded of £25,000. The fund will be split across 6 counties to a total of £4,200 per project.

4.2 Winners will receive funds in June 2025 for project completion or once quotes/invoices have been received to satisfy the requirements of the project completion.

4.3 All Funds received must be used in relation to the project outlined in the application.

4.4 All funds must be made out to a registered bank account in the community group/school/organisations name.

4.5 Winners will be mailed from [csr@lidl.ie](mailto:csr@lidl.ie)

4.6 Winner must acknowledge within 1 week or Lidl reserves right to withdraw funding and reallocate to another project.

4.7 Lidl may part-fund project.

4.8 If a Participant is successful in obtaining funding from the Lidl Green Fund you must leave a period of one year (12 months) if amount awarded was less than £5000 and 3 years (36 months) if amount awarded was greater than £5000 from the date of your application before applying again.

4.9 If the total amount of funding required for the event/project exceeds €25,000 (or the amount requested on the application form), 70% of the remaining funding required must already be secured by the organisation in order to be eligible to apply for The Lidl Green Fund.

4.10 Participant must be able to fully account and demonstrate where and how Lidl funding has been used, at the request of the Promoter on a periodic basis, to the satisfaction of the Promoter.

### 5. Shortlisting Judging Criteria:

5.1 Preference will be given to organisations that have charitable status, schools and grassroots community groups.

5.2 Preference will be given to applications and projects that benefit all sections of the community, regardless of age, race, gender, disability, sexual orientation or religion.

5.3 Applications will be shortlisted in April and Lidl Northern Ireland will aim to communicate a decision within 1 month of the Lidl Plus voting closing in May 2025.

5.4 Applicants will be shortlisted by Lidl Corporate Affairs team and Business in the Community.

5.5 Final winners will be selected through in store voting via the Lidl Plus App in May 2025.

5.6 Lidl reserves the right not to enter into correspondence regarding their decision.

- 5.7 The project must focus on improving or moving towards more sustainable practices and have a positive impact on the local community.
- 5.8 Candidates are to be shortlisted by Lidl Corporate Affairs team.
- 5.9 Shortlisted candidates may be contacted via email to provide further details, clarifications etc in relation to their application.
- 5.10 A nominated judging panel will select shortlisted projects per county from this pool of applications. The shortlisted groups will be selected by a nominated judging panel (the Panel) which will be comprised of Lidl employees and Business in the Community representatives. Final decision on the shortlisted entries is made at the entire discretion of The Panel. The Panel's decision is final and no correspondence will be entered into regarding either the selection process or the outcome of the Competition.
- 5.11 Information and personal information may be shared with 3<sup>rd</sup> parties relating to the application process and judging panel.
- 5.12 Shortlisted applicants will be notified via email from [csr@lidl.ie](mailto:csr@lidl.ie) in April 2025.

## **6. Voting criteria**

- 5.13 The entrants who are judged via the Lidl Plus app to have the best projects will be chosen as the winners.
- 5.14 Lidl Plus voting will take place in May 2025.
- 5.8 All winners will be notified by email in June 2025.
- 5.9 Preferred telephone, email details and local store must be provided. If the winner does not respond/cannot be reached within seven days of being notified they will forfeit the grant and another winner will be chosen by the Panel from the Lidl Plus voting. The prize is non-refundable, non-exchangeable, non-transferable and is not redeemable for cash or other prizes. Prizes will only be awarded to the winner and are one-off prizes.

## **6. Participant obligations:**

- 6.1 The Participants must take part, facilitate and allow access for the production of Lidl marketing materials relating to the Competition.
- 6.2 Grant Promoter the right to use the Participant image/likeness for all marketing purposes relating to their participation and winning of the "Lidl Green Fund" competition in perpetuity.
- 6.3 Participant must provide copy of express written authority from the Trust, board, owner, or controlling individuals, and provide forms of ID for the authorising parties.
- 6.4 The Competition period will commence from 24<sup>th</sup> February and finish on 24<sup>th</sup> March May 2025 (the 'Competition Period').
- 6.5 In order to apply for this grant with a valid application you must provide \*all\* mandatory details as requested. No responsibility will be taken by Lidl for entries that are incorrectly uploaded for any reason or entries which cannot be uploaded for any reason or for entries that are submitted after the Application Period has ended.
- 6.6 Successful Participants shall be selected by the Lidl Judging Panel, at their sole discretion. The Promoter reserves the right to refuse an award. Lidl reserves the right to verify the eligibility of all applicants and to disqualify any applications that are deemed, at Lidl's sole discretion, to contravene the spirit of the grant scheme.
- 6.7 Prior to awarding the Prize Grant, the Promoter shall perform appropriate due diligence to ensure that the successful Participant is a suitable recipient of funds, in line with the above eligibility criteria, but also with regard to internal risk assessment, to include but not limited to our Business Partner Check and consideration as to the Participants compliance with our Code of Conduct.
- 6.8 Organisations must be in operation for 12 months
- 6.9** Shortlisted candidates may be asked to provide further information relating to their application
- 6.10 Lidl reserves the right to determine if a project meets these requirements.
- 6.11 The project must have received sign-off by the highest governing body within a participating organisation. It will be mandatory to provide a letter signed by the highest governing body, outline that project has been approved and project will take place within one year.
- 6.12 Participants must submit a detailed proposal about the project, including cost breakdown by filling in the Lidl Green Fund Grant application form for the request to be considered.
- 6.13 Participants must provide a list of their current Board members and Committee structure where applicable to their application
- 6.14 Participants must furnish their most recent audited accounts when requested during the shortlisting period.
- 6.15 Participants must confirm the participating organisation bank account details and charitable status.
- 6.15.1 Details of funding from other sources must be provided with every application. The promoter reserves the right not to make an award if the participant project is receiving funds from another funder.
- 6.16 Failure to respond or provide necessary information/documentation to Lidl within 7 days may result in forfeiture of the award.

## **7. Exclusions:**

- 7.1 Lidl Green Fund will not be awarded to organisations which have statutory responsibilities such as local authorities, hospitals, surgeries, clinics or schools, unless it is for a project which is over and above the core activities and statutory obligations.
- 7.2 General funding for medical purposes will not be supported.

7.3 Funding will not normally be awarded retrospectively to projects that have already been carried out or have already commenced.

7.4 Lidl Green Fund will not be awarded for the purchase of land and buildings.

7.5 Lidl Green Fund will not be made available for salaries, overheads or recurrent expenditure / running costs.

7.6 Lidl Green Fund will not normally be awarded for general repair and maintenance of buildings although a specific item of community benefit may be allowed, such as adaptations for LED lighting or solar panels

7.7 Lidl Green Fund will not be made to political parties, commercial organisations or those which are working for profit.

7.8 The following types of events/projects are considered to be ineligible:

- Programmes with political or religious objectives
- Programmes that denigrate, exclude or offend minority community groups
- Programmes that may present a hazard to the community
- Programmes that create environmental hazards
- Programmes that may be perceived to be controversial
- Programmes offered by advocacy, lobby or special interest groups whose mandate is to influence government policy

## 8. Data Protection

8.1 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.

8.2 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.

8.3 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](mailto:data.controller@lidl.ie)

8.4 Furthermore, the Promoter may collect any other personal data required for the purpose of carrying out the Promotion.

8.5 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

8.6 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.

8.7 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 Lidl's marketing activities.

8.8 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](mailto:data.controller@lidl.ie). Participants may also contact the Data Protection Commission for Ireland.

8.9 Lidl obtains, processes and maintains personal information in accordance with The General Data Protection Regulation 2016/679 (GDPR), the Data Protection Acts 1988 to 2018 (Republic of Ireland), the Data Protection Act 2018 (Northern Ireland) whether amended, supplemented or replaced. Any personal data communicated to Lidl in any respect will only be processed for the purposes outlined in these terms and conditions. Such personal information will not be used for any other purposes than those specified. Personal data may be shared with the Panel for the purpose of selecting the Winners. Personal data may be passed on to third party suppliers only insofar as required for the fulfilment/delivery/arrangement of the Prize. Data subjects may apply for access, rectification, erasure, restriction of process, or portability. Any questions in relation to how Lidl uses personal data may be addressed to [data.controller@lidl.ie](mailto:data.controller@lidl.ie). If Lidl is unable to address such questions, data subjects also have the right to contact the Data Protection Commission / the Office of the Information Commissioner.

- 8.10 Lidl will ensure that all information is kept safe and secure until the conclusion of this grant process or until such time as the final prize fund has been delivered. Any personal data will be deleted thereafter. All information submitted will be held within Ireland or the EU and may only be processed by a third party strictly as Lidl permits.
- 8.11 To learn more about this or how Lidl's website uses personal information, you can read our [Privacy Policy](#).
- 8.12 Any images taken or provided as part of the competition may be used for internal or external marketing and promotional purposes in any manner or media without notifying entrants including, but not limited to social media channels, websites, TV, cinema, publications, promotions, broadcasts, advertisements, posters and theatre slides. Lidl retains the right to alter the image in the manner it deems appropriate without the obligation of seeking prior approval from entrants and there will be no reimbursement for the use of the images, other than the prize in the case of the winner.
- 8.13 The entrants agree that Lidl shall own the images and all rights related to them and the entrants shall assert no claim over the images or the rights associated with them.

## **9. Miscellaneous**

- 9.1 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.
- 9.2 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.
- 9.3 The participant has no right to compensation and acknowledges the by the Promoter is final.
- 9.4 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 right of appeal.
- 9.5 The Promoter reserves the right to refuse to award 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.
- 9.6 Lidl will not be liable for any failure to comply with its obligations where the failure is caused by something outside its reasonable control, such circumstances include, but are not limited to, weather conditions, fire, flood, hurricane, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion, inevitable accidents, disease, epidemic, pandemic, supervening legislation or any other circumstances amounting to force majeure.
- 9.7 Lidl reserves the right to refuse to award a prize to a winner or to disqualify any entrant who breaches any of these terms and conditions or who brings or tends to bring the name of Lidl, its agents, associates or other affiliated organizations into disrepute or otherwise where it deems it necessary to do so at its sole discretion.
- 9.8 Submitting an application will be deemed to be full and unconditional acceptance of these terms and conditions by the entrant.
- 9.9 Entrants shall indemnify and hold Lidl their respective affiliates, directors, agents, or other partners ("the Indemnitees") harmless from any claims, actions, proceedings, costs (including reasonable legal fees) and expenses brought or asserted by a third party against any of the Indemnitees arising as a result of their use of the entrant's submission including but not limited to any breach of third party intellectual property rights.
- 9.10 This competition is not sponsored, endorsed or administered by, or associated with Facebook.com or any other social media platform.
- 9.11 Directors, officers, employees, contractors or agents of the Promoter and its subsidiaries, affiliates, or advertising or promotional agencies are not eligible to participate.

## **10. Severability**

10.1 If any provision of these Terms and Conditions are found to be invalid, illegal, or unenforceable in any jurisdiction, such provision shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the provision shall be deemed severed from this Agreement and shall not affect the validity, legality, or enforceability of **the** remaining provisions of this Agreement.

## **11. Jurisdiction Clause**

11.1 This Agreement shall be governed by and construed in accordance with the laws of Northern Ireland. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Northern Ireland.

## **12 Third-Party Rights Exclusion Clause**

12.1 This Agreement is made solely for the benefit of the parties hereto and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

### **13 Assignment Clause**

13.1 Neither party may assign, transfer, or delegate any of its rights or obligations under this Agreement without the prior written consent of the other party.

### **14 Insolvency**

14.1 In the event that either party becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver, trustee, or similar officer appointed over all or a substantial part of its assets, the other party may terminate this Agreement immediately upon written notice. Upon such termination, all outstanding obligations of the insolvent party shall become immediately due and payable.

### **15 Entire Agreement**

15.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

### **16 Liability Limitation Clause**

16.1 The Promoter shall not be liable for any loss, damage, or injury of any kind resulting from or in connection with the competition, including but not limited to any errors in the administration of the competition, the announcement of the winners, or the fulfillment of prizes. By participating in the competition, participants agree to release, discharge, and hold harmless the Promoter, its affiliates, and their respective directors, officers, employees, and agents from any and all claims, liabilities, and damages arising out of or relating to their participation in the competition.