

General Terms and Conditions to govern the use of Lidl Digital Website

I. GENERAL PROVISIONS

The website [liddigital.ro] (“*the Website*”) is the property of Lidl Discount SRL, a Romanian company, having its social headquarters in DN 72, Nedelea- ‘Crângul lui Bot’ km. 73+810, com. Aricestii Rahtivani, Prahova County ,registered with Trade Office under number **J29/3212/2007** with fiscal registration number RO 22891860, share capital **980.472.700 lei**, hereby referred to as “**Lidl**”.

Through this Website, Lidl creates an online platform available to any person aiming at identifying an opportunity for the development of a career in the Information Technology field, by becoming a part of the Lidl team (“*the User*”). In order for a User to apply for a position in the Lidl’s Information Technology team, the User will have, as a preliminary step, to create an account on the Website, under the conditions described in Section IV of these Terms and Conditions (“*User Account*”).

The modality of use of the Website will be governed by the provisions of these Terms and Conditions. By accepting these Terms and Conditions, you agree that you (i) will only provide accurate information in using this Website, (ii) will not use the Website and/or any of the information/documents available on the Website for the purposes of the reproduction, duplication, copying, sharing, publication or exploitation, in any commercial way, of the software, of the content or of any material available on the Website without the prior written consent of Lidl in this sense, with the restriction herein including any incorporation of any material or program available on the Website in any other material, program, product or service, (iii) will not use the Website in any way that could negatively affect the availability of its resources or the use of the Website by other users or in any way that could lead to a malfunctioning of the servers and/or networks of Lidl or of third parties, (iv) will not use the Website in any way that is illegal or forbidden by these Terms and Conditions or by other relevant policies.

In case Lidl identify that the User activity present any suspicions of breaching the provisions of these Terms and Conditions in using the Website, Lidl may at any time, without prior notice, to block the access to the Website and to the User Account.

The User is bound to learn and accept these Terms and Conditions applicable for the use of the Website, as well as the other relevant policies for the use of the Website, by ticking the box “*I read and understood the Terms and Conditions for the use of the Website*”.

Lidl reserves its right to unilaterally modify these Terms and Conditions, as well as any other relevant policies, with the User being informed with respect to the amendments operated in the moment of accessing the Website or by e-mail submitted to the e-mail address provided by the User when creating the User Account in the Website. By continuing to use the Website in any way, following the amendment of the Terms and Conditions, the User gives their consent with respect to the amendments operated.

Lidl reserves its right to unilaterally interrupt the access to the Website (total or partial interruption), in any moment, with the immediate notification of the Users, by displaying a specific message in this respect at the moment when accessing the Website. Lidl cannot be held responsible toward the Users or toward any other third party for any prejudice resulting from such a unilaterally interruption of the Website.

II. WEBSITE STRUCTURE

The Users may find on the Website relevant data on the corporate and organizational structure of Lidl, as part of Lidl Group of Companies ("**LIDL Group**"), as well as information on the Information Technology projects Lidl intends to develop and implement in Romania. The website also contains information on the general requirements on the knowledge, aptitudes, skills and performance Lidl is looking into the people aiming to become part of Lidl's Information Technology Team as well as on the benefits the future members of the Lidl team may benefit after the moment of employment.

III. WEBSITE USER

The Website User is the natural person having at least the age of 18 years old and full capacity of exercise to use the Website functions and resources.

IV. SPECIFIC CONDITIONS FOR THE USE OF THE WEBSITE

1. Application for an available position in Lidl Information Technology team

The User may apply for one or more of the available positions in Lidl Information Technology team, in consideration of the steps below:

2. the User will choose one of the technologies displayed on the Website – *SAP, Java or Hybris*;
3. after the User selects their preferred technology option, the Website will generate a list of available positions in relation to the selected technology ("**the List**");
4. the User will identify the preferred position(s) for the selected technology and will upload their Curriculum Vitae or provide an URL link to their LinkedIn page by selecting the "**Apply here**" button which can be found next to every position listed in the List.

Note: The recruitment announcements posted on this platform do not represent an employment offer, in the meaning of Romanian employment legislation and do not guarantee an employment relationship with Lidl. An eventual employment offer may be presented to the User (candidate) after they will complete all the phases of the recruitment process.

The applications submitted by the Users will be processed by the responsible persons in Lidl which will also provide every applicant with either a positive or negative response to their application, via e-mail or phone, in consideration of the preferences of the User at the moment of registration on the Website. Lidl reserves the right to freely decide with respect to the acceptance of the applications submitted and reserves the right to not justify any final decision and to not maintain any correspondence with Users requesting such justifications.

V. DATA PROTECTION

For detailed information related to the processing of personal data, please access the Confidentiality Policy which is available at the following URL link: <https://aud-18-0995.ency-test.de/files/Privacy-Policy-Lidl-Digital.pdf>

VI. INTELLECTUAL PROPERTY

The content of the Website is protected by the laws regarding applicable intellectual property rights, including, but not limited to, the Law no. 8/1996 on copyright and related rights. All the texts, formatting (including, without limitation, the selection, coordination and arrangement of the Materials on the Website) and the images, graphs, animations, instruments, applications, music, sounds, articles, copies, materials, photographs, trademarks, trade names and logos, as well as other materials and information on this Website are protected by the intellectual

property rights of Lidl Digital, its subsidiaries and affiliates and its licensees (collectively referred to as “**Content**”).

These materials cannot be copied, submitted to reverse engineering operations, decompiled, disassembled, modified, published on other websites, included, changed or redistributed, licensed, sub-licensed or transferred in any form to the User. None of the elements of the Website will be considered as granting, directly or implicitly, or in any other way, any license or right of use, for any purpose, the Content, entirely or in part. The trademarks, logos, trade names and marks, both registered and unregistered (referred to, collectively, as the “**Trademarks**”) published on the Website are Trademarks belonging to Lidl or third parties partners with or affiliated to Lidl. Nothing on the Website should be interpreted as granting, directly or implicitly or in any other way, any license or right of use of any Trademark shown on the Website.

The User declares and understands that any unauthorized use of these materials represents a violation of the intellectual property rights of Lidl or of third parties partners with or affiliated to Lidl and may result in the exercise by these persons of all the available legal resources.

Lidl offers the User a limited, non-exclusive and revocable license to see, distribute, print or download any Content, such as it is defined above, from the Website, exclusively for its personal use. The User is not authorized to license, republish, distribute, copy, assign, sub-license, transfer, sell, create derivative works, or any other non-personal use of any Content of the Website. No part of the Content can be reproduced in any form or incorporated in any electronic or mechanical system of information retrieval, other than for personal use. The User cannot access or use the Website in any way that can or which has the purpose of damaging or affecting the Website or any server or network supporting the Website, or of interfering with the use or right of any other person or entity of using the Website.

VII. OTHER PROVISIONS

The Website may contain links (“**Links**”) or references to other websites/web pages for the use of which specific Terms and Conditions of use will apply, such as they are specified on the respective websites/web pages. Lidl is not responsible and does not assume any obligation or liability with respect to the content of the respective websites and/or with respect to any other links or references resulting from these to other websites or web pages. The inclusion of these Links or references on the Website is usually performed for the benefit or for the interest of the User, and in other cases for publicity purposes.

Lidl does not guarantee/control the topicality/precision of the information presented on the websites of third parties who send the Links on the Website.

By continuing to use the Website, the User understands and accepts that he accesses those websites and/or uses the products/services offered through these websites, exclusively on his own risk and on his sole responsibility and that he cannot ask Lidl for compensation for the damages suffered as a consequence of accessing these links and using the services placed at his disposal on the websites referenced by the Links.

VIII. RESPONSIBILITY

The User understands and undertakes to hold Lidl liable for any damages or loss Lidl and its directors, employees and affiliates may suffer, including but not limited to, taxes and reasonable costs related to or resulting from: (i) a breach of these Terms and Conditions by the User or of any other relevant policies, especially the Confidentiality related policies; (ii) an inadequate use of the Website by the User; (iii) the infringement of the copyright of other

rights belonging to third parties by breaching the provisions of Section VI – Intellectual Property of these Terms and Conditions.

IX. COMPLAINTS AND DISPUTES

These Terms and Conditions are governed by the Romanian legislation. In case of disputes, the User will have the possibility to submit a complaint to the e-mail address contact.digital@lidl.ro in view of identifying an amiable solution for the potential conflicting situation. In case Lidl Digital and the User will not reach an amiable solution to the situation created, the dispute shall be settled in the competent courts of law in Romania.