

# Terms of use

Please read these terms of use carefully before using this site or our mobile app.

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## 1. Introduction

1.1 These Terms of Use govern your use of our website ([www.ALDI.co.uk](http://www.ALDI.co.uk)) and our associated domains (our “**Site**”). These Terms of Use apply whether you are accessing our Site through an internet browser or through an ALDI "App" (our "App"). These Terms of Use apply whether you are a guest or a registered user. By using our Site / App, you accept these Terms of Use in full. If you disagree with these Terms of Use or any part of them, you must not use our Site / App.

1.2 **Other Applicable Terms:** These Terms of Use refer to the following additional policies and terms, which also apply to your use of our Site and the App:

- our [Privacy Notice](#), which sets out the terms on which we process any personal data we collect from you, or that you provide to us. You consent to such processing by using our Site / App;
- our [Content Management Policy](#), which governs how we deal with content which you submit to us; and
- if you purchase products from our Site or through the App, our [Terms of Sale](#) will govern all such purchases.

## 2. Who we are

2.1. We are ALDI Stores Limited. We are registered in England & Wales under registration number 02321869. Our registered address is Holly Lane, Atherstone, Warwickshire, CV9 2SQ. Our VAT number is GB813053468.

## 3. Contacting Us

3.1. We welcome questions and comments regarding these Terms of Use. If you would like to contact us please refer to the “[Contact Us](#)” page of our Site or use the links provided in the App.

## 4. Changes to our site and our App

4.1. We may update our Site and our App from time to time, and may change the content at any time. In addition, any part of our Site / App may be out of date at any given time, and we are under no obligation to update it. As such, we do not guarantee that our Site, our App, or any content on them, will be complete, accurate or free from errors or omissions.

4.2. Software updates for the App may be issued from time to time. Depending on the update, you may not be able to use our App until you have downloaded the latest version of our App and accepted any new terms.

## 5. Changes to these terms of use

5.1. We may revise these Terms of Use at any time by amending this page. We recommend that you check this page from time to time to take note of any changes we have made, as they are binding on you if you continue to use our Site or our App.

5.2. These Terms of Use were last updated on 06/12/2022.

## 6. Access to our Site and App

6.1. General Access:

6.1.1. We reserve the right to restrict access to areas of our Site and our app, or indeed our whole Site and App, at our absolute discretion.

6.1.2. Our Site, and our App, are directed to people residing in the United Kingdom. We do not represent that content available on or through our Site or App is appropriate or available in other locations. If you choose to access our Site or App from outside the United Kingdom, you do so at your own risk.

6.1.3. We may limit the availability of our Site or App or any service or product described on our Site or App to any person or geographic area at any time.

6.2. User Access:

6.2.1. You will not be able to purchase any age-restricted products (such as alcohol) unless you are over the required minimum age.

6.2.2. You will be asked to verify your e-mail address when you first register on the Site and our App.

6.2.3. If we provide you with a user ID and password (or any other piece of information as part of our security procedures) to enable you to access restricted areas of our Site or our App or other content or services, you must ensure that they are kept confidential.

6.2.4. You must promptly notify us by contacting our Customer Service Team if you become aware of, or suspect any unauthorised use of your account, user ID or password.

6.2.5. You are responsible for any activity on our Site or our App arising out of any failure to keep your password confidential, and may be held liable for any losses arising out of such a failure.

6.2.6. You must not use any other person's user ID and password to access our Site or our App, unless you have that person's express permission to do so.

6.2.7. We may disable your user ID and password at our absolute discretion without notice or explanation.

## 7. Use of our App

7.1. Permission to use the device: You will be assumed to have obtained permission from the owners of the device used to download or stream a copy of our App. You, or the owner of that device, may be charged by your and their service providers for internet access on the device. You accept responsibility for the use of our App on or in relation to the device.

7.2. License: In consideration of you agreeing to abide by these Terms of Use, we grant you a non-transferable, non-exclusive licence to use our App on the device, subject to these terms and the other applicable terms described above. We reserve all other rights.

7.3. Licence Restrictions: Except as expressly set out in these Terms of Use or as permitted by any local law, you agree:

- not to copy our App unless such copying is incidental to normal use of our App, or where it is necessary for the purpose of back-up or operational security;
- not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify our App;
- not to make alterations to, or modifications of, the whole or any part of our App, or permit our App or any part of it to be combined with, or become incorporated in, any other programs;
- not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of our App or attempt to do any such thing except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of our App with another software program, and provided that the information obtained by you during such activities:
  - is used only for the purpose of achieving inter-operability of our App with another software program;
  - is not unnecessarily disclosed or communicated to any third party without our prior written consent; and
  - is not used to create any software that is substantially similar to our App;
- not to provide or otherwise make available our App in whole or in part (including object and source code), in any form to any person without our prior written consent; and
- to comply with all technology control or export laws and regulations that apply to the technology used or supported by our App.

7.4. Third Party Licences: Any third party or 'open-source' licences used in or in relation to our App will be as described within our App itself.

## 8. Acceptable use

8.1. Contributions to our Site or our App must be made in accordance with our [Content Management Policy](#).

8.1.1. In addition, you must not:

- use our Site or our App in any way that breaches any applicable local, national or international law or regulation, or in any manner inconsistent with these Terms of Use;
- use our Site or our App fraudulently or maliciously, for example, to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious software;
- infringe our intellectual property rights or those of any third party in relation to your use of the Site or our App;
- conduct any systematic or automated data collection activities on or in relation to our Site or our App without our express written consent (such as scraping, data mining, data extraction and data harvesting);
- use our Site or our App to transmit or send unsolicited commercial communications, nor for any purposes related to marketing, without our express written consent; or
- access, interfere with, damage or disrupt (whether through our Site or our App): any part of our Site or our App, any equipment or network on which our Site is stored, any software used in the provision of our Site or our App, or any equipment or network or software owned or used by any third party.

## 9. Product availability and pricing

9.1. If you purchase products from our Site or through our App, our [Terms of Sale](#) will govern all such purchases.

9.2. The products advertised on our Site and our App are available while stocks last. We offer no guarantee that any particular product will be available on our Site and our App at any time, and reserve the right to withdraw products from sale or remove them from our Site and our App without warning.

Not all products that are displayed on our Site our App are necessarily available for purchase in our stores (and vice versa).

The availability of our products can vary between our stores and our Site and our App. Please feel free to call us on 0800 042 0800 if you would like to check in-store availability before travelling.

9.3. Product packaging and prices are correct at time of uploading and may be subject to change.

9.4. Products and prices may vary across the ALDI group, including Aldi Locals, on our Click & Collect Site, or in our Scottish Stores. We may also occasionally run promotions on our Site which don't run in store (and vice versa). [Click here](#) to see more of our Scottish range.

## 10. Product reviews

10.1. You acknowledge that some of the information published on our Site or our App may be submitted by users of our Site and our App. In particular you acknowledge that:

- the views expressed by other users on our Site or our App do not necessarily represent our views or values; and
- we do not guarantee the accuracy of any such information.

10.2. Please refer to the "[Contact Us](#)" page of our Site if you would like to contact us to discuss any comments or reviews shown on our Site or our App.

## 11. Intellectual property

11.1. Our Intellectual Property:

11.1.1. We are the owner or the licensee of all intellectual property rights in our Site, our App, and in the material published on them. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

11.1.2. You may print off one copy, and may download extracts, of any page from our Site or our App for your personal use.

11.1.3. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

11.1.4. Our status (and that of any identified contributors) as the authors of content on our Site and our App must always be acknowledged.

11.1.5. You must not use any part of the content on our Site or our App for commercial purposes without obtaining a licence to do so from us or our licensors.

11.1.6. If you print off, copy or download any part of our Site or our App in breach of these Terms of Use, your right to use our Site or our App will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

11.2. Your Intellectual property:

11.2.1. When you upload or post content to our Site or our App, it will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but in uploading or posting content you grant us a non-exclusive, worldwide, irrevocable, royalty-free licence to use, reproduce, adapt, store, publish, translate and copy that content and to distribute and make it available to third parties in any existing or future media. You also grant to us the right to sub-license these rights, and the right to bring an action for infringement of these rights.

11.2.2. You further agree that we also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our Site or our App constitutes a violation of their intellectual property rights, or of their right to privacy.

## 12. Exclusion of liability

12.1. Domestic and private use: Please note that we only provide our Site and our App for domestic and private use. You agree not to use our Site or our App for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

12.2. Exclusion of implied terms: To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our Site / App or any content on it, whether express or implied.

12.3. Viruses: We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Site or our App or to your downloading of any content on it, or on any website linked to it.

12.4. Third-party websites: We assume no responsibility for the content of websites linked on our Site or our App. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

12.5. Liability which cannot be excluded: Nothing in these Terms of Use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

12.6. Use of our App: You acknowledge that our App has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of our App meet your requirements.

12.7. Liability for our products: Different limitations and exclusions of liability apply to liability arising as a result of the supply of any products by us to you, which are set out in our [Terms of Sale](#).

## 13. Breaches to our Terms of Use

13.1. Without prejudice to our other rights under these Terms of Use, if you breach these Terms of Use in any way, or if we reasonably suspect that you have done so, we may, without limitation:

- send you one or more formal warnings;
- temporarily suspend, or permanently prohibit, your access to our Site / App;
- block computers using your IP address or other unique identifier from accessing our Site / App;
- contact your internet services provider, the law enforcement authorities, or any relevant regulatory authority regarding your use of, and access to, our Site / App;
- bring court proceedings against you for breach of contract or otherwise;
- suspend and/or delete your account on our Site / App;
- require you to delete or remove our App from all devices, immediately destroy all copies of our App then in your possession, custody or control and certify to us that you have done so;
- remotely access the device and remove our App from it: and/or
- delete and/or edit any or all of your user generated content.

13.2. Where we suspend or prohibit or block your access to our Site / App or a part of our Site / App, you must not take any action to circumvent such suspension or prohibition or blocking (such as creating and/or using a different account).

## 14. Linking to our Site

14.1. When using our Site / App you may:

- link to any page of Site / App (provided you do so in a way that is fair and legal, does not damage our reputation or take advantage of it and remove such links if we ask you to do so);
- not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists; and
- not frame our Site / App on any other website.

## 15. Trade marks

15.1. ALDI STORES LTD and our logo are trade marks belonging to us. We give no permission for the use of these trade marks, and such use may constitute an infringement of our rights.

15.2. The other registered and unregistered trade marks or service marks on our Site / App are the property of their respective owners. Unless stated otherwise, we do not endorse and are not affiliated with any of the holders of any such rights and as such we cannot grant any licence to exercise such rights.

## 16. Competitions

16.1. From time to time we may run competitions, free prize draws and/or other promotions on our Site / App. These will be subject to separate terms and conditions (that we will make available to you as appropriate).

## 17. Legal details

17.1. Assignment: We may transfer, sub-contract or otherwise deal with our rights and/or obligations under these Terms of Use without notifying you or obtaining your consent. You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these Terms of Use.

17.2. Severability: Each of the paragraphs of these Terms of Use operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

17.3. Exclusion of Third Party Rights: These Terms of Use are not intended to benefit, or be enforceable by, any third party. As such, the exercise of our respective rights in relation to these Terms of Use is not subject to the consent of any third party.

17.4. Law and Jurisdiction: These Terms of Use are governed by English law and you can bring legal proceedings in respect of them in the English courts. If you live in Scotland you can bring legal proceedings in respect of them in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of them in either the Northern Irish or the English courts.

# Terms of Sale

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## 1. Introduction

1.1. **What these terms cover.** These are the terms on which we supply the product available through our Click & Collect service (our “**Products**”) to you together with the terms and conditions for the Click & Collect service at [\[https://groceries.aldi.co.uk/en-GB/Terms--Conditions\]](https://groceries.aldi.co.uk/en-GB/Terms--Conditions). This service is found on our Click & Collect site - <https://groceries.aldi.co.uk/en-GB/>. These Terms of Sale also apply to products purchased on our Specialbuys site - <https://www.aldi.co.uk/>, between 27th April 2023 and 10th July 2023.

1.2. **Why you should read them.** Please read these Terms of Sale carefully before you submit your order to us. These Terms of Sale tell you who we are, how we will provide your order to you, how you and we may change or cancel your order, what to do if there is a problem and other important information.

1.3. **Legal Rights.** Nothing in these Terms of Sale will affect those legal rights.

1.4. **We only sell to the UK.** Our Site is solely for the promotion and sale of our Products in the UK. As such, we do not accept orders from or deliver to addresses outside the UK.

## 2. Who We Are

2.1. **Who we are.** We are ALDI Stores Limited. We are registered in England & Wales under registration number 02321869. Our registered address is Holly Lane, Atherstone, Warwickshire, CV9 2SQ. Our VAT number is GB813053468.

2.2. **Our Site.** We operate the website [www.ALDI.co.uk](http://www.ALDI.co.uk) and our associated domains (our “**Site**”).

## 3. Contacting Each Other

3.1. **Contacting our Customer Service Team.** Please contact us using the details below if you have any issues with your Product or order. Our team of trained customer service representatives are available Monday to Saturday 08:00 to 20:00 and Sunday 10:00 to 16:00 (UK time).

**Phone:** 0800 042 0800

Please note it will help speed things up for you if you can provide us with details of your name, home address, order number and, if applicable, your phone number and e-mail address.

3.2. **Other ways to contact us.** Our general contact details can be found on the “[Contact Us](#)” page of our Site.

3.3. **How we may contact you.** If we have to contact you we will do so by a phone call or by writing to you at the e-mail or postal address which you provided to us in your order.

3.4. **"In writing".** When we use the words "writing" or "written" in these Terms of Sale, this includes e-mails.

## 4. Changes to these Terms of Sale

4.1. **We may revise these Terms of Sale at any time by amending this page.** We recommend you check this page from time to time to take note of any changes we have made, as they are binding on you if you place an order after such changes have been made.

4.2. **Changes after an order.** For the avoidance of doubt, changes to these Terms of Sale will not affect any orders placed before those changes were uploaded to our Site.

4.3. **Date of last update.** These Terms of Sale were last updated on 24 July 2023.

## 5. Who Else Can I Talk To?

5.1. **Alternative Dispute Resolution.** If you would like to speak to someone else in respect of Products you have ordered from us please consider the information on 'Alternative Dispute Resolution' set out at <https://help.aldi.co.uk/s/>.

5.2. **Citizens Advice.** Further information may be available from Citizens Advice service. Please visit the Citizens Advice website at [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06 for further details.

## 6. Placing Orders With Us

6.1. **How to place an order.** Our Site will guide you through the steps you need to take to place an order. Please take the time to check your order at each stage of the order process. Items added to your basket will be reserved for limited periods as notified to you by our Site. Please note that stock availability may change after this time.

6.2. **How we will accept your order.** Our acceptance of your order will take place when we e-mail you to accept it, at which point a contract will come into existence between you and us on the basis of these Terms of Sale.

6.3. **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this by e-mail, post or via a phone call, and will not charge you for the Product. This might be because:

6.3.1. the Product is out of stock;

6.3.2. of unexpected limits on our resources which we could not reasonably plan for;

6.3.3. we have identified an error in the price or description of the Product;

6.3.4. we are required to do so to ensure compliance with the applicable laws (for example, the Scottish and Welsh Minimum Alcohol Pricing laws, see Section 7.6 (Scottish and Welsh MUP) for more detail); or

6.3.5. it is otherwise necessary for us to exercise our rights under these Terms of Sale (for example, our right to prevent sales to resellers under Section 12.4 (Key rights we reserve)).

6.4. **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

6.5. **Pre-Orders.** In the case of Products listed on our site as pre-orders:

6.5.1. your order will not be confirmed before payment has been received;

6.5.2. 'Next Day' delivery is not available as delivery option; and

6.5.3. your order will not be delivered before the 'On Sale Date', unless in the case of early dispatch of your order by the courier. When selecting a delivery option, only delivery days on or after the 'On Sale Date' will be available.

6.6. **Tracking.** Once your order has been accepted then, depending on your chosen delivery method, you may receive SMS and e-mail notifications regarding your order's progress and/or availability for delivery or collection (if you have provided a number or e-mail address).

## 7. Our products and order restrictions

7.1. **Products may vary slightly from their pictures.** The images of your order on our Site are for illustrative purposes only.

Although we have made every effort to display the colours and packaging accurately, your Product may vary slightly from those images.

Please, in particular, note that certain items such as hampers and gift boxes may be pictured with plates or similar decorative items not sold as part of the Product. Any such exclusions will be made clear in the Product's listing on the site.



**7.2. Accuracy of information.** Please read all Product labels carefully before consumption. Whilst we make every effort to ensure that the Product information on our Site is accurate, this information will occasionally change. This might include changes to allergy advice, ingredient lists, nutritional guides or dietary advice. These changes can mean that the Products in our stores occasionally differ to the Products we show on our Site.

**7.3. Age-restrictions** – You must be at least 16 years old to purchase Products from our Site. Certain Products on our Site are subject to higher minimum legal age requirements. We are not legally allowed to supply these Products to you if are not old enough. Similarly, it is against the law to order such age restricted Products for someone else who is under the required age. The main requirements are that you / the recipient must be:

7.3.1. at least 18 years of age for you to purchase / receive any alcoholic beverage or tobacco-based Product; and

7.3.2. at least 18 years of age for you to purchase / receive kitchen knives or bladed Products.

We may include age-restrictions for additional Products on our Site.

**7.4. Volume restrictions.** Some of our Products can be very popular. To make sure as many of our customers can enjoy them as possible, we may limit the number of Products that can be included in an order or be ordered by any individual user of our Site. Our Site will alert you if a certain product is subject to volume restrictions if you try to add too many to your basket. For details of Products which are subject to volume restrictions, please see our [FAQs](#).

**7.5. Resale orders.** We do not accept orders of Products for resale. In accordance with these Terms of Sale, we reserve rights to reject or cancel an order, suspend supply of Products, block or deactivate accounts if you are found to be (or we suspect you of) placing orders to then resell our Products for commercial gain.

Please see Section 12.4 (Key rights we reserve) for further information regarding resellers.

## 8. Our rights to make changes to products

**8.1. Minor changes.** We may change the Product you order:

8.1.1. to reflect changes in relevant laws and regulatory requirements; and/or

8.1.2. to implement minor technical adjustments and improvements, for example to address a security threat.

**8.2. More significant changes.** We may also make more significant changes to the Products you order, but if we do, we will notify you and you may then contact us to end the contract and receive a refund before the changes take effect.

## 9. Providing your order

**9.1. Delivery Costs.** The costs of delivery will be as displayed to you on our Site depending on which delivery options are available or chosen by you. These costs will be added to the costs of the Products that you are ordering. You can also find details of our delivery options and charges in our [FAQs](#) . Please note:

9.1.1. if your order contains a combination of products you will automatically be charged the highest delivery rate applicable to your basket; and

9.1.2. we may amend delivery costs at any time without notice. However, any such changes will not affect orders you have already placed with us.

**9.2. Delivery Address.** Subject to any delivery restrictions shown on our Site and in these Terms of Sale, delivery will be made to the address specified by you when you place your order. If you have accidentally placed an order to an incorrect address, you can contact us to correct the address up until the point we have begun processing your order for dispatch. You may subsequently amend your delivery address via your account settings.

**9.3. Delivery Restrictions.** We only deliver to England, Wales, Scotland, Scottish Highlands, Shetland Islands, Isle of Man and Isle of Wight. Selected postcodes and locations (such as caravan parks, camp sites and holiday homes) may also be excluded. Selected postcodes and locations may also be excluded for the delivery of large or extra large products.

**9.4. When we will fulfil your order.** We will let you know when we will deliver your order, or when it will be available for you to collect, during the order process. Please note that any delivery times we provide are only estimates and cannot be guaranteed.

**9.5. Contacting you about deliveries / collections.** We, or our carrier companies, may contact you by phone, SMS or e-mail to confirm the dispatch of, arrange the delivery or collection of, or otherwise discuss, Products that you order from our Site.

**9.6. Multiple deliveries.** If your order contains a variety of medium, large and extra large Products, these may arrive in multiple deliveries, but don't worry you will only be charged one amount for delivery at check-out. Details on the number of deliveries which will be dispatched to you will be set out in the e-mail we send you as confirmation of your order.

**9.7. Access to your premises.** Please note that it is your responsibility to ensure that the Products you order can be delivered to your premises.

**9.8. We are not responsible for delays outside of our control.** If delivery of your order is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays caused by the event, but if there is a risk of substantial delay, you may contact us to cancel the order and receive a refund for an order you have paid for but not received.

**9.9. CollectPlus.** CollectPlus locations will keep your order in store for 10 days after they have arrived. If your order is not collected within those 10 days, we will assume it is unwanted, cancel your order and issue a refund to your original payment method, in accordance with Section 11.8 (How we will refund you). You may be required to bring certain documents (e.g. proof of age) in order to make your collection, details of this will be set out in your order confirmation.

**9.10. Receipt of the Products.** By placing an order for delivery, you authorise us to deliver as follows:

9.10.1. to any person present at the address you gave us, at the time of delivery;

9.10.2. if there is no one at that address, to a neighbour; or

9.10.3. if appropriate, we may post it through your letterbox;

If we can't deliver in any of the above ways, our carrier will:

9.10.4. leave the Product in what they believe to be a safe place and put a card through your letterbox explaining where the Product has been left; or

9.10.5. leave you a notification that delivery was attempted and advise you of an automatic re-attempt, or any steps that you should take to collect your Product or re-arrange delivery; and

9.10.6. otherwise complete any steps outlined on the following page of our Site: <https://www.aldi.co.uk/customer-services/missed-delivery>.

Your Products will be considered to be delivered once any of these steps are completed.

**9.11. Receipt of age-restricted Products.** We may request proof of age from the person signing for the delivery. In the event that we are not satisfied that the recipient of the Products is old enough to order, consume or use the Products, we may refuse to deliver the Products and either seek to re-arrange delivery or cancel the order. We will have no liability to you in the event that we cancel the order in these circumstances.

**9.12. Re-arranging delivery.** If you do not collect your order from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery, we will contact you for further instructions. We may charge you for delivery costs and additional costs for any re-arranged delivery. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may cancel your order and Section 11.8 (How we will refund you) will apply.

**9.13. Your legal rights if we deliver late.** You have legal rights if we deliver any Products late. If we miss the delivery deadline for any Products then you may cancel your order straight away if any of the following apply:

9.13.1. we have refused to deliver the Products;

9.13.2. delivery within the delivery deadline was essential (taking into account all the relevant circumstances at the time we accepted your order); or

9.13.3. you told us before we accepted your order that delivery within the delivery deadline was essential.

**9.14. Setting a new deadline for delivery.** If you do not wish to treat the contract as at an end straight away, or do not have the right to do so under Section 9.13 above, you can give us a new deadline for delivery, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline.

**9.15. Ending the contract for late delivery.** If you do choose to treat the contract as at an end for late delivery under Sections 9.13 or 9.14 above, you can cancel your order for any of the Products or reject Products that have been delivered. If you wish, you can reject or cancel the order for some of those Products (not all of them), unless splitting them up would significantly reduce their value. After that we will refund any sums you have paid to us for the cancelled Products, along with any delivery costs. If the Products have been delivered to you, you must either return them to us or allow us to collect them from you. See Sections 11.2 and 11.3 (How to return Products) for details of how to return Products to us.

**9.16. What will happen if you do not give the required information to us.**

9.16.1. We may need certain information from you so that we can supply the Products to you. If this is the case, we will contact you to ask for this information. For example, this may include requiring that you provide proof of age on delivery if you have ordered age restricted products.

9.16.2. If you do not give us the required information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either:

- reject or cancel your order (or relevant parts of it);
- suspend supply of Products;
- end the contract (and Section 12.2 (You must compensate us if you breach the contract) will apply); or
- make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result.

9.16.3. We will not be responsible for supplying the Products late, or not supplying any part of them, if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

**9.17. When you become responsible for the Products.** The Products that you order will belong to you, and will be your responsibility, from the time that we deliver them or you collect them from us in accordance with these Terms of Sale. We will not be responsible for any loss or damage caused to Products after delivery or collection. In particular, we cannot accept responsibility where Products have been inappropriately used, stored or handled following delivery or collection.

**9.18. When you own the Products.** You own the Products on the date that they are delivered or collected in accordance with these Terms of Sale.

## 10. Your rights to change or cancel your order

**10.1. How long you have to cancel.** The time periods set out in this Section 10 begin the day after you receive your order, unless a single order is split into several deliveries over different days, in which case it begins the day after you receive the last such delivery.

**10.2. Right to cancel if a Product is damaged, faulty or misdescribed.**

**10.2.1. Legal duty.** We are under a legal duty to supply Products that are in conformity with these Terms of Sale. Where we refer to 'faulty' in this Section, we mean where your Product is not: (i) as described; (ii) fit for purpose; and/or (iii) of satisfactory quality. You have certain legal rights in respect of faulty Products. ALDI provides you with additional rights over and above those legal rights. These rights are each described below.

**10.2.2. Legal Rights.** During the expected life of your Product your legal rights entitle you to the following:

- up to 30 days: if your Product is faulty, then you can get a refund.
- up to 6 months: if your faulty Product cannot be repaired or replaced, then you are entitled to a full refund, in most cases.

- up to 6 years: if your faulty Product can be expected to last up to 6 years you may be entitled to a repair or replacement, or, if that does not work, some of your money back.

**10.2.3. Extended rights offered by ALDI.** In addition to your legal rights under Section 10.2.2 above, unless expressly stated otherwise on our Site, we offer our customers the following additional rights in respect of faulty Products purchased online:

**How our policy is more generous:** Unless otherwise stated on our Site (see the product listing page of a particular Product), we offer a 60 day period to get such a refund (so long as you have proof of purchase, the returns form enclosed with the Product on delivery, and the original packaging).

**10.2.4. Manufacturer warranties.** In addition to the above, certain non-food Products may be offered with warranties provided by the manufacturer, which extend your rights to obtain repairs or replacements for Products from anything from 12 months to 3 years.

As such, if your Product: (i) has a warranty; (ii) falls outside of the return period set out in Sections 10.2.3 and 10.2.4 above; and (iii) is faulty, then we recommend that you contact the manufacturer's helpline for assistance. Please check the information plate on your Product (if any) or the documentation provided with your Products for the manufacturer's contact details and details of the warranty. Alternatively, we can help you find your manufacturer warranty. Please either look at the "Warranties" page on our [Site](#), or contact our Customer Services Team (using the details at Section 3.1).

Please note that proof of purchase will be required for any warranty claims and it will speed things up for you if you have this to hand when you contact the Product's manufacturer.

**10.2.5. Letting us know about problems.** If a Product is faulty, please contact our Customer Services Team (using the details at Section 3.1) who would be happy to help. Please have the brand, product name and receipt to hand. To speed up your query further, please also have the Barcode, Batch Number and the product's Best Before/Use by Date (if applicable).

### **10.3. Right to cancel if you have changed your mind.**

**10.3.1. Legal Rights.** For most Products bought online you have a legal right to change your mind within 14 days and receive a refund. Nothing in these Terms of Sale affects that legal right of return. A copy of a cancellation form which can be used to exercise this right can be found [here](#).

Please see 10.3.3 below for details of when you do not have a right to change your mind.

**10.3.2. ALDI's 30 Day Online Returns Policy.** In addition to your legal rights under Section 10.3.1 above, unless expressly stated otherwise on our Site (see the product listing page of a particular Product), we offer our customers the following right to change your mind in respect of Products bought online.

**Our policy for online purchases:** Unless otherwise stated on our Site (see the product listing page of a particular Product), we offer a 30 day period to change your mind.

In order to take advantage of this extended right to change your mind, the Products must be returned:

- in resalable condition;
- in the original packaging;
- if part of a multi-part set, with all parts of the multi-part set; and
- with the returns form enclosed with the Products on delivery.

See Sections 11.2 and 11.3 (How to return Products) for details of how to return a Product to us.

**10.3.3. When you do not have the right to change your mind.** You do not have a right to change your mind in respect of:

- any perishable Products;
- any Products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;
- any sealed audio, sealed video recordings, or sealed computer software, once these Products are unsealed after you receive them; and

- any Products which become mixed inseparably with other items after their delivery.

**10.4. Right to cancel if we have done something or are going to do something.** You can cancel an order for any reason set out at Sections 10.4.1 to 10.4.4 below. The contract between us will end immediately and we will refund you in full for any Products which have not been provided. The reasons are:

10.4.1. we have told you about an upcoming change to the Product or these Terms of Sale, which you do not agree to, see Section 8.2 (More significant changes);

10.4.2. we have told you about an error in the price or description of the Product you have ordered and you do not wish to proceed;

10.4.3. there is a risk that supply of your order may be significantly delayed because of events outside our control; and

10.4.4. you have a legal right to cancel your order because of something we have done wrong.

**10.5. Right to cancel for any other reason (if we are not at fault and there is no right to change your mind).** If you do not have any other rights to cancel or change your order, you can still contact our Customer Services Team (using the details in Section 3.1), before we have begun processing your order for dispatch and tell us you want to cancel or change it. In these circumstances:

10.5.1. we will refund any sums paid for Products we do not provide to you; and

10.5.2. we may charge, or deduct from any refund, the sums due for any wasted deliveries which result from the cancellation / change.

## 11. Returning products

**11.1. Your obligation to return Products.** If you cancel the contract for any reason after Products have been dispatched to you or you have received them, you must return them in accordance with this Section 11, unless we agree otherwise. We may specify additional return requirements with the documentation provided with the Products themselves.

**11.2. How to return non-alcoholic Products.** If you are within the relevant time period for a return then, to return non-alcoholic Products to us simply complete the returns note enclosed with your order and:

11.2.1. (except for the categories of Product detailed below in Sections 11.2.2, 11.2.3 and 11.2.4) return the Product to us at one of our stores along with the completed returns note, and proof of purchase;

11.2.2. In the case of large and extra large Products:

- contact our Customer Services Team to arrange a collection (using the details in Section 3.1); and
- make the Product (including the completed returns note) available for us to collect at the agreed time and place.

(for details of what we deem to be a large and extra large Product, please see our [FAQs](#)); or

11.2.3. in the case of Products supplied in more than one box, contact our Customer Services Team (using the details in Section 3.1).

11.2.4. some Products purchased online are not suitable for return to an ALDI store. These Products are denoted by an asterisk (\*) after the Product name on the delivery provided with the order. Prior to returning these Products, you should contact our Customer Services Team using the details in Section 3.1, who will advise you on the appropriate means of return.

11.2.5. You should allow two weeks for Products to be collected from your home or returned to us by an arranged carrier collection.

**11.3. Packaging returns.** If still suitable for transportation, Products should be returned in all the packaging in which they were originally provided. If the original packaging has been damaged or is otherwise no longer suitable for transportation then you will need to repackage the Products in an appropriate box for returning them.

**11.4. Return locations.** For your nearest:

11.4.1. ALDI store, please use our [store finder](#);

**11.5. Return / Collection of rejected Products.** If you reject Products we may require you to return them to us in accordance with Sections 11.1 and 11.2 above.

**11.6. When we will pay the costs of return.** We will pay the costs of return:

11.6.1. if Products included in your order are faulty or misdescribed;

11.6.2. if any Product that you have received is withdrawn or recalled in accordance with Section 12.3;

11.6.3. if you are cancelling the order because we have told you of an upcoming change to the Product or these Terms of Sale, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong; and

11.6.4. if you have changed your mind in accordance with Section 10.3 (Exercising your right to change your mind).

In all other circumstances, you must pay the costs of return.

**11.7. How we will refund you.** Please note:

11.7.1. we will refund you by the method you used to make payment (the exception to this is the return of Products to stores where, due to technical limitations, we may ask that we refund you in cash regardless of the method you used to make payment);

11.7.2. we may make deductions from the refund, as described in Section 11.8 below;

11.7.3. we may defer any refunds until such point as we have received:

- the returned or rejected Product back from you; or
- evidence that you have sent the Product back to us;

11.7.4. we will send you an email once your refund has been processed, please note refunds are processed the next working day, however, it may take up to ten working days to be shown in your account, depending on your card issuer.

**11.8. Deductions from refunds.**

11.8.1. If the Products that are returned have been tampered with or a successful return has been prevented in some way by you, our Customer Services Team will contact you to discuss your options.

11.8.2. In particular, if you are exercising your right to change your mind we may reduce your refund (excluding delivery costs) to reflect any reduction in the value of the Products, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the Products and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

**11.9. How we will provide replacement Products.**

11.9.1. Where you are unhappy with the quality of a Product you have received, you should contact our Customer Services Team (using the details in Section 3.1).

11.9.2. Where the Customer Services Team agree to provide you with a replacement Product (a "Replacement"), you must either:

- return the original Product within 30 days' receipt of your Replacement; or
  - where we have requested that you do so, make the original Product available for collection within 30 days' receipt of your Replacement;
- 11.9.3. Where the original Product is not returned to us (or made available for collection where we have requested) within 30 days' receipt of a Replacement, you may be charged the full sale price for the Replacement. We will contact you around the expiry of the returns period to let you know if we are intending to charge you in this way; and
- 11.9.4. Unless otherwise agreed with our Customer Services Team, we will send any Replacement to the delivery address used for the original Product.

## 12. Our rights to cancel your order

**12.1. An accepted order constitutes a binding contract between you and us.** We may cancel your order if you breach any of these Terms of Sale. We may cancel your order at any time in accordance with these Terms of Sale, including by notice in writing to you if you do not, within a reasonable time, allow us to deliver your order to you, or collect it from us.

**12.2. You must compensate us if you breach the contract.** If we cancel your order as described in Section 12.1 above, we will refund any money you have paid in advance for Products we have not provided but we may deduct or charge you for the cost of the failed delivery.

**12.3. We may withdraw or recall Products.**

12.3.1. We may write to you to let you know that we are going to withdraw or recall a Product because we need to, for example, investigate potential fraud or a possible health and safety issue.

12.3.2. While it is rare for us to need to do so, we take product safety and the security of our customers very seriously and as such need this right to withdraw or recall Products to investigate any such concerns which come to our attention.

12.3.3. We will give you as much notice as possible of such a withdrawal or recall. We will refund any sums you have paid in advance for Products, which will not be provided.

**12.4. Key rights we reserve.** In addition to any other rights of cancellation that we may have, we may:

12.4.1. reject and/or cancel an order, or suspend supply of Products, in the following circumstances:

- to deal with technical problems or make minor technical changes;
- to update Products to reflect changes in relevant laws and regulatory requirements;
- where you are found to be (or we suspect you of) ordering Products to resell for commercial gain;
- to make changes to as requested by you or notified by us to you;
- if we notice an unusual pattern of ordering or returns activity; or
- if we deem orders to be excessive;

12.4.2. block IP addresses or other identifiers and / or deactivate your account (and any associated accounts) at any time at our discretion, if:

12.4.2.1. you are found to be (or we suspect you of) reselling Products for commercial gain; or

12.4.2.2. attempts are made to access our Site from outside the UK.

12.4.3. limit delivery times and/ or the person to whom Products are provided to ensure compliance with applicable laws.

## 13. Price and payment

**13.1. Where to find the price for each Product.** The price of each Product you add to your order (which includes VAT where applicable) will be the price indicated on the order pages when you place your order. We take all reasonable care to ensure that the prices shown to you are correct. However, please see Section 13.2 below for what happens if we discover an error in the price of any Product you order.

**13.2. What happens if we get the price wrong.** It is always possible that, despite our best efforts, we may indicate an incorrect price on our Site.

We will normally check prices before accepting your order so that, where the Product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount.

If you notice that the Product's price at the time of placing a Pre-Order is higher than the price at the time of dispatch, please don't hesitate to contact us and we will refund you the difference.

### 13.3. When and how you must pay.

13.3.1. We accept payment with Visa Debit, Visa Credit, Maestro (international and UK Domestic), JCB, MasterCard, American Express, Apple Pay and Google Pay.

Apple Pay and the Apple Pay logo are trademarks of Apple Inc.

Google Pay and the Google Pay logo are trademarks of Google LLC.

13.3.2. We do not currently accept payment by cash, cheque, Paypal or BACS.

13.3.3. We will take payment when you click the 'Pay Securely' option during the order process. Your payment details will then be sent securely and directly to our Payment Service Provider. If your card is enrolled in the Authenticated Payments Program (3D Secure), you'll be forwarded to your card issuer's website for authentication. After you've successfully identified yourself, you'll be sent back to our website to complete your order.

Your payment will be taken straight away once your card has passed the bank checks. This will typically show on your bank statement within 48 hours.

13.3.4. Problems or delays in payment may result in delays in the processing of your order and subsequent delivery times.

13.3.5. We may check the validity of your method of payment, its credit status in relation to the order value and whether the address data of the purchaser is correct. We may refuse or cancel orders depending on the result of these checks.

### 13.4. Online vouchers and promotional codes.

13.4.1. If you have an online voucher or promotional code to use in conjunction with your purchase you will be given the opportunity to enter it on the order pages when you place your order.

13.4.2. Online vouchers and promotional codes:

- remain the property of ALDI, and unless otherwise stated on the online voucher / promotional code;
- may only be used once per customer and/or delivery address;
- cannot be used in ALDI stores;
- cannot be returned, refunded, exchanged for cash, used to obtain cash back, or used to purchase gift cards;
- once received by the original recipient, may not be resold, copied, reproduced, published, shared on social media or otherwise distributed in any form;
- will not give rise to any liability for ALDI if they are lost, stolen or damaged;



- may have their value reduced if they exceed the value of the order against which they are redeemed (so we are not required to issue a further online voucher / promotional code for any difference between the stated value of the online voucher / promotional code and the value of any Products purchased with them);
- may be limited to particular Products, which are subject to availability. Stocks may be limited. We may propose a substitute Product or decline such online voucher / promotional codes if the relevant Product is not available;
- may be limited to a maximum number of uses (whether in respect of the individual online voucher / promotional code or in respect of the overall promotion to which they relate). We may decline such online vouchers / promotional codes once any such limit is reached;
- may be subject to additional terms and conditions provided with the online voucher or promotional code itself (such as limitations on when it may be used or minimum order values); and
- may be withdrawn by ALDI, without liability, in the event that we suspect they are being used fraudulently, illegally, or otherwise in breach of these terms.

14.5. **We may pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the Product, we reserve the right to adjust the rate of VAT that you pay, unless you have already paid for the Product in full before the change in the rate of VAT takes effect.

## 14. Our responsibility for loss or damage suffered by you

14.1. **We are responsible to you for foreseeable loss and damage caused by us.** Subject to Sections 14.2 to 14.4 below, if we fail to comply with these Terms of Sale, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

14.2. **We are not liable for spillages.** Wine can be difficult to get out of clothes and furniture. We encourage you to be careful when opening our Products (particularly champagne!). We will not be liable for staining, spillages, breakages or similar damage caused by any Products which you order.

14.3. **We are not liable for business losses.** We only supply your order for domestic and private use. If you use your order for any commercial, business or re-sale purpose, we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

14.4. **We are not liable for bank charges.** We are not responsible for any charges or other amounts which may be applied by your card issuer or bank or payment method provider as a result of:

14.4.1. our processing of your method of payment in accordance with your order; or

14.4.2. us being located in the UK.

## 15. How we may use your personal information

15.1. **Key information regarding how we will use your personal information.** We will use the personal information you provide to us:

15.1.1. to supply your order to you;

15.1.2. to process your payment for your order; and

15.1.3. if you agreed to this during the order process, to inform you about similar Products that we provide, but you may stop receiving these at any time by contacting us.

15.2. **Privacy Notice.** Full details on how we use your personal information can be found in our [Privacy Notice](#). You consent to such processing by using our Site and placing orders for Products.

## 16. Other important terms

16.1. **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these Terms of Sale to another organisation. We, in particular, may engage third-party carriers to deliver, or make available for collection, the Products which you order. Such transfers will not affect your rights under these Terms of Sale.

16.2. **You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these Terms of Sale to another person if we agree to this in writing. However, you may transfer the extended rights under Section 10.2.4 (Extended rights offered by ALDI) to a person who has acquired the Product. We may require the person to whom such rights are transferred to provide reasonable evidence that they are now the owner of the relevant Product.

16.3. **Nobody else has any rights under this contract.** These Terms of Sale are not intended to benefit, or be enforceable by, any third party (except as explained in Section 16.2 above). Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these Terms of Sale.

16.4. **The laws which apply to this contract and where you may bring legal proceedings.** These Terms of Sale are governed by English law and you can bring legal proceedings in respect of your order in the English courts. If you live in Scotland you can bring legal proceedings in respect of your order in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of your order in either the Northern Irish or the English courts.

If you placed your order prior to the 14th November 2016, please use these [Terms of Sale](#).

If you placed your order between 14th November 2016 and 22nd March 2017, please use these [Terms of Sale](#).

If you placed your order between the 22nd March 2017 and the 29th March 2017, please use these [Terms of Sale](#).

If you placed your order between the 29th March 2017 and the 2nd October 2017, please use these [Terms of Sale](#).

If you placed your order between the 2nd October 2017 and the 20th October 2017, please use these [Terms of Sale](#).

If you placed your order between the 21st October 2017 and the 30th April 2018, please use these [Terms of Sale](#).

If you placed your order between the 1st May 2018 and the 8th December 2022, please use these [Terms of Sale](#).

If you placed your order between the 9th December 2022 and 26th April 2023, please use these [Terms of Sale](#).

## 17. May Bank Holiday

17.1. All offers subject to availability.

17.2. Selected items available online or in store. Visit <https://www.aldi.co.uk/c/specialbuys/reduced> for more details.

# Content Management Policy

## Contents

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## 1. Introduction

1.1. This Content Management Policy sets out the terms between you and us under which you may submit content and reviews (meaning text, images, audio material, video material and audio-visual material) to our website [www.ALDI.co.uk](http://www.ALDI.co.uk) and our associated domains (our "Site"). This Policy applies to all users of, and visitors to, our Site.

1.2. This Content Management Policy does not require that the reviews posted on our Site are all positive. We simply wish to ensure that it is appropriate for our visitors and reflect the genuinely-held views of our customers.

1.3. Your use of our Site means that you accept, and agree to abide by this Content Management Policy, which supplements our [Terms of Use](#).

## 2. Who we are

2.1. We are ALDI Stores Limited. We are registered in England & Wales under registration number 02321869. Our registered address is Holly Lane, Atherstone, Warwickshire, CV9 2SQ. Our VAT number is GB813053468.

## 3. Contacting Us

3.1. We welcome questions and comments regarding this Content Management Policy. If you would like to contact us please refer to the "[Contact Us](#)" page of our Site.

## 4. Changes to this Content Management Policy

4.1. We may revise this Content Management Policy at any time by amending this page. We recommend that you check this page from time to time to take notice of any changes we make, as they are binding on you if you continue to use our Site after such a change has been made.

This Content Management Policy was last updated on 8 July 2022.

## 5. Reviews

5.1. Registered users of our Site may post reviews of our products using the review functionality provided on our Site. Please note we only accept reviews from registered users as this helps to ensure that people post their reviews responsibly.

5.2. Reviews posted to our Site will be moderated (either by us or by a third-party acting on our behalf) before publication to try and ensure compliance with this Content Management Policy.

5.3. We aim to publish reviews within 48 hours of their submission, but we reserve the right not to publish or to remove any posting you make if, in our opinion, your review does not comply with our [Terms of Use](#) or this Content Management Policy.

## 6. Content Standards

6.1. Content must:

- be accurate (where it states facts);
- accord with generally accepted standards of etiquette and taste;
- be genuinely-held (where it states opinions); and
- comply with applicable law in the UK and in any country from which it is posted.

6.2. Content must not:

- refer to ALDI Products other than, where applicable, the product under review;

- refer to ALDI's competitors, non-ALDI products, or the wider ALDI brand;
- constitute spam;
- give the impression of a connection between you and ALDI if this is not the case;
- relate to a product which you are not personally old enough to review (i.e. while accounts can be set up by a user who is 14 years old such users should not comment on products which have a higher minimum age of purchase, such as alcohol);
- consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage;
- promote or depict, obscene or sexually explicit material, violence or discrimination based on any characteristic;
- infringe any third party's legal rights (including any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right);
- be submitted in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- be submitted using an account which has been set up using incorrect or materially inaccurate information;
- be submitted using another user's account;
- be libellous, defamatory, maliciously false, harassing, embarrassing or threatening;
- impersonate any person, or misrepresent their identity or affiliation with any person (including discrediting, removing or falsifying author credits from any content uploaded);
- be, or have ever been, the subject of any threatened or actual legal proceedings or other similar complaint;
- advocate, promote, or incite any party to commit, or assist any unlawful or criminal act such as copyright infringement or computer misuse;
- be fraudulent, have a fraudulent purpose or effect, be in contempt of any court, or in breach of any court order; or
- endorse, or imply ALDI's endorsement of, any political party.

## 7. After submitting your review

7.1. We reserve the right to edit or remove any review submitted to our Site, stored on our servers, or hosted or published on our Site (whether or not made in compliance with this Content Management Policy), for any reason and without notice.

7.2. By submitting your e-mail address in connection with any content you submit on the Site, you agree that ALDI and its selected third party service providers may use your e-mail address to contact you about that content and/or for related administrative purposes.

Further details can be found in our [Privacy Notice](#), which sets out the terms on which we process any personal data we collect from you, or that you provide to us.

## 8. Breach of this Content Management Policy

8.1. We will determine, at our absolute discretion, whether there has been a breach of this Content Management Policy through your use of our Site.

8.2. When a breach of this Content Management Policy has occurred, we may take such action as we deem appropriate.

8.3. Failure to comply with this Content Management Policy constitutes a breach of the [Terms of Use](#) upon which you are permitted to use our Site, and may result in our taking all or any of the actions listed in those [Terms of Use](#).

## 9. Questions about content

9.1. We will use reasonable efforts to moderate and remove content posted to our Site which violates this Content Management Policy. However, comments relating to you or your business may still be posted on our Site. You may feel that such comments are critical, defamatory or otherwise unlawful. Please refer to the "[Contact Us](#)" page of our Site if you would like to contact us to discuss any of the content on our Site.

## 10. Law and jurisdiction

10.1. This Content Management Policy is governed by English law and you can bring legal proceedings in respect of it in the English courts. If you live in Scotland you can bring legal proceedings in respect of it in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of it in either the Northern Irish or the English courts.

# Terms and Conditions For the Aldi Testers Club (The "Panel")

This page (together with the documents referred to on it) tells you the terms on which you may participate in the Testers Club (the "Terms"). Please read these Terms and the associated Privacy Notice carefully before you agree to participate in the Testers Club as they will govern your conduct as a member of the Testers Club (a "Member").

Please note that, first and foremost, these Terms are not intended to require you to write positive reviews about every product which you receive. We want the Testers Club to reflect the real views of real people.

These Terms, and the associated [Privacy Notice](#), were last updated on 6 February 2018.

## 1. Information about us

We are ALDI Stores Limited ("ALDI"). We are a company registered in England and Wales under company number 2321869. Our registered office is at Holly Lane, Atherstone, Warwickshire, CV9 2SQ. Our VAT number is GB813053468.

## 2. Contacting us

If you have any questions about the Testers Club please contact us via <https://the-aldi-testers-club.aldi.co.uk/support/contact>.

### 3. How the Testers Club works

As a Member you will receive:

- a. emails inviting you to sign up and select products on a first-come-first-served basis; and
- b. if available, occasional ALDI products to test and review (based on the preferences which you express when signing up to be a Member).

### 4. What you will need to do

You will be required to actively participate in Testers Club activities while you remain a Member. This will include:

- a. submitting the requested content of you testing and reviewing the products provided through the ALDI website;
- b. following all other reasonable instructions we give you in respect of the Testers Club and its activities; and
- c. meeting such deadlines for submitting content or other information as we may reasonably set from time to time.

### 5. Publicity

You acknowledge and agree that your details may be used in the ways described in the attached "Privacy Policy for ALDI Testers Club".

### 6. Content of reviews

You agree that:

- a. when producing reviews you will act in good faith, and in particular, ensure that such reviews reflect your honestly held opinions; and
- b. you will follow all reasonable procedural, legal and regulatory compliance requirements which we set from time to time. This might include requirements:
  - i) imposed to comply with Advertising Standards Authority's or other regulatory guidance relating to the advertisement or promotion of regulated products (such as baby formula); and
  - ii) imposed to disclose the relationship between us. This might require, for example, reviews including tags such as "#Ad", "#Spon" or "#ALDITestersClub".

### 7. Products

You will be permitted to keep the products which you receive in connection with the Testers Club.

## 8. Payment

Save for the provision of the products, you will not receive any form of additional payment from us as a result of or in connection with the Testers Club or the content which you provide.

## 9. Content requirements

Your reviews must comply with our Terms of Use and Content Management Policy. These can be found at <https://www.aldi.co.uk/corporate/terms-and-conditions>. We reserve the right to remove any reviews which are found to be, or which ALDI reasonably believes to be, in breach of these Terms, the Terms of Use or our Content Management Policy.

## 10. Choosing to leave the Testers Club

You may withdraw from the Testers Club at any time and for any reason. Simply contact us using the details under the “Contacting us” section at the top of these terms.

## 11. Restrictions on membership of the Testers Club

We reserve the right to:

- a. remove you from the Testers Club if we consider that your behaviour is in breach of these Terms;
- b. remove you from the Testers Club once you have been a Member for at least three months (to give more people the chance to become Members);
- c. appoint additional Members at any time; and
- d. close the Testers Club at any time and for any reason.

## 12. Intellectual property

You hereby agree to:

- a. assign to us, absolutely with full title guarantee, your rights, title and interest in and to any intellectual property rights in or connected with the Testers Club;
- b. waive absolutely any moral rights arising under the Copyright, Designs and Patents Act 1988 in relation to such rights or content and, so far as is legally possible, any broadly equivalent rights any territory of the world; and
- c. if we request that you do so, enter into a more detailed agreement in respect of the assignment of the intellectual property and similar rights created in respect of your association with the Testers Club.

## 13. General

- a. Product Terms and Conditions: The Terms of Use for our website, including our Terms of Sale and Content Management Policy, can be found at <https://www.aldi.co.uk/corporate/terms-and-conditions> (the "Standard Terms"). The Standard Terms will apply to your use of our website and the delivery of any products provided to you in connection with the Testers Club. In the event that there is a conflict between the Standard Terms and these Terms, these Terms will apply.
- b. Liability: If we fail to comply with these Terms we will be responsible for the loss or damage which you suffer which is a foreseeable result of our breach of the Terms or our negligence. However, we will not be responsible for loss or damage which is not foreseeable or which is outside of our reasonable control.
- c. Discretion: Where these Terms refer to our exercise of any discretion such discretion shall be absolute and no correspondence shall be entered into regarding any associated decisions.
- d. Entire Agreement: These Terms (together with the documents referred to in them) constitute the entire agreement between us in relation to the Testers Club, and supersede and extinguish all previous agreements in respect of the Testers Club.
- e. Transferability: You may not transfer your membership of the Testers Club to another individual.
- f. Variation: We may make changes to these Terms (including the attached Privacy Notice) at any time by giving you five days' written notice. You agree that you will be bound by such changes if you continue to be a Member after the expiry of that notice period.
- g. Applicable Law and Jurisdiction: These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England. The parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any such dispute or claim.

# Terms and Conditions of Use For Aldi Physical Gift Cards (UK) - Website Terms

## 1. Introduction

- 1.1. We are ALDI Stores Limited (Company No: 2321869) (ALDI). Our registered office is at Holly Lane, Atherstone, Warwickshire, CV9 2SQ.
- 1.2. These terms set out the basis on which you may use ALDI Gift Cards. They do not affect your legal rights.
- 1.3. Use of an ALDI Gift Card constitutes your acceptance of these terms.

## 2. Using your Aldi Gift Card

### 2.1. ALDI Gift Cards:

- (a) should be treated as you would treat cash;



- (b) can be used in any ALDI store in the United Kingdom;
- (c) can be combined with other ALDI Gift Cards;
- (d) can be given freely to any other person (who ALDI will then consider the proper bearer of that ALDI Gift Card);
- (e) are only valid for five years from the date they are purchased (any amount left on an ALDI Gift Card after this date shall be forfeited without notice to you);
- (f) have no value until a balance is loaded to them by ALDI (ALDI may load such balances at its discretion and set minimum and maximum amounts for such balances);
- (g) purchased in the UK cannot be used in ALDI's stores in the Republic of Ireland; and (h) purchased in the Republic of Ireland cannot be used in ALDI's stores in the UK.

2.2. If the value of a purchase you make with an ALDI Gift Card is:

- (a) greater than the balance of the ALDI Gift Card being used, you will need to pay the difference by alternative means; or
- (b) less than the balance of the ALDI Gift Card being used, the remaining balance will remain on the ALDI Gift Card.

2.3. You can check the initial and subsequent balances for ALDI Gift Cards at checkouts in-store.

2.4. If any item purchased with an ALDI Gift Card is subsequently refunded or exchanged for an item of a lower value, ALDI may add any money owed to you to the remaining balance on an ALDI Gift Card and/or provide you with paper gift vouchers of an equivalent value.

### 3. Restrictions on the use of your Aldi Gift Card

3.1. ALDI Gift Cards:

- (a) cannot be exchanged for cash, change, vouchers or alternative gift cards;
- (b) cannot be returned or refunded, except in accordance with your legal rights (for example in the event they are faulty because they were not made to a satisfactory quality); and
- (c) are not a cheque guarantee, credit or charge card.

3.2. ALDI Gift Cards cannot be used for the purchase of:

- (a) ALDI or third party gift cards;
- (b) lottery tickets, scratchcards or related material; or
- (c) anything through ALDI's website(s).

3.3. ALDI reserves the right to refuse to accept an ALDI Gift Card which ALDI believes has been duplicated or which ALDI otherwise suspects to be connected with fraudulent or malicious activity.

### 4. Legal

4.1. ALDI will not:

- (a) be liable for lost or stolen ALDI Gift Cards (or any amounts held on such cards);

(b) keep money deposited on ALDI Gift Cards separate from its own funds; or

(c) pay interest on ALDI Gift Card balances.

4.2. ALDI Gift Card balances are not covered by the Financial Services Compensation Scheme or the Financial Ombudsman Service. Such sums may be lost in the unlikely event that ALDI becomes insolvent.

4.3. Subject to your legal rights as a consumer, ALDI reserves the right to:

(a) amend these terms and conditions at any time; and

(b) take such actions in respect of the use and sale of ALDI Gift Cards that it, in its discretion, deems necessary to protect its commercial interests (including the cancellation or suspension of ALDI Gift Cards).

4.4. ALDI Gift Cards and these terms are governed by English Law and the non-exclusive jurisdiction of the English Courts is applicable to any dispute in relation to these terms and/or the ALDI Gift Cards.

# Terms and Conditions of Use For Aldi Digital Gift Cards

**Version 1:** 7 May 2020

## 1. Introduction

1.1. The ALDI company you deal with depends on the denomination of your ALDI Digital Gift Card:

(a) if it is pound sterling (£), we are ALDI Stores Limited (registered in England and Wales with Company No: 2321869). Our registered office is at Holly Lane, Atherstone, Warwickshire, CV9 2SQ;

and (b) if it is euro (€), we are ALDI Stores (Ireland) Limited (Company No: 294035). Our registered office is at 67-68 Fitzwilliam Square Dublin 2.

1.2. These terms set out the basis on which you may use ALDI Digital Gift Cards. They do not affect your legal rights.

1.3. Use of an ALDI Digital Gift Card constitutes your acceptance of these terms.

## 2. Using your Aldi Digital Gift Card

2.1. You should print a copy of your Digital Gift Card and present it to the cashier at the checkout.

2.2. ALDI Digital Gift Cards:

(a) are provided in such denominations as are communicated at the time of purchase;

(b) should be treated as you would treat cash (each Digital Gift Card contains a unique 28 digit barcode and 4 digit pin, and the total value of each card can only be redeemed once);

(c) can be combined with other ALDI Gift Cards;

(d) can be given freely to any other person (who ALDI will then consider the proper bearer of that ALDI Digital Gift Card);

(e) are only valid for five years from the date they are purchased (any amount left on an ALDI Digital Gift Card after this date shall be forfeited without notice to you);

(f) in pound sterling denominations (£) can only be used in ALDI's stores in the UK;

and (g) in euro (€) denominations can only be used in ALDI's stores in the Republic of Ireland.

2.3. If the value of a purchase you make with an ALDI Digital Gift Card is:

(a) greater than the balance of the ALDI Digital Gift Card being used, you will need to pay the difference by alternative means;

or (b) less than the balance of the ALDI Digital Gift Card being used, the remaining balance will remain on the ALDI Digital Gift Card.

2.4. You can check the balance of ALDI Digital Gift Cards at checkouts in-store.

2.5. If any item purchased with an ALDI Digital Gift Card is subsequently refunded or exchanged for an item of a lower value, ALDI will refund any money owed to you.

### 3. Restrictions on the use of your Aldi Digital Git Card

3.1. ALDI Digital Gift Cards:

(a) cannot be exchanged for cash, change, vouchers or alternative gift cards;

(b) cannot be returned or refunded, except in accordance with your legal rights;

and (c) are not a cheque guarantee, credit or charge card.

3.2. ALDI Digital Gift Cards cannot be used for the purchase of:

(a) ALDI or third party gift cards;

(b) lottery tickets, scratchcards or related material;

or (c) anything through ALDI's website(s).

3.3. ALDI reserves the right to refuse to accept an ALDI Digital Gift Card which ALDI believes has been duplicated or which ALDI otherwise suspects to be connected with criminal, fraudulent or malicious activity.

### 4. Legal

4.1. ALDI will not:

(a) be liable for lost or stolen ALDI Digital Gift Cards (or any amounts held on such cards);

(b) keep money deposited on ALDI Digital Gift Cards separate from its own funds;

or (c) pay interest on ALDI Digital Gift Card balances.

4.2. ALDI Digital Gift Card balances are not covered by the UK's Financial Services Compensation Scheme or Financial Ombudsman Service or any compensation scheme in the Republic of Ireland. Such sums may be lost in the unlikely event that ALDI becomes insolvent.

4.3. Subject to your legal rights as a consumer, ALDI reserves the right to:

(a) amend these terms and conditions at any time;

and (b) take such actions in respect of the use and sale of ALDI Digital Gift Cards that it, in its discretion, deems necessary to protect its commercial interests (including the cancellation or suspension of ALDI Digital Gift Cards).

4.4. The laws applicable to any dispute in relation to these terms and/or your ALDI Digital Gift Card depend on the denomination of your ALDI Digital Gift card:

(a) if you have a pound sterling (£) ALDI Digital Gift Card, it is English Law and the non-exclusive jurisdiction of the English Courts;

and (b) if you have a euro (€) ALDI Digital Gift Card, it is Irish Law and the non-exclusive jurisdiction of the Irish Courts.

## Terms and Conditions for the Aldi Golden Giveaway Promotion

Aldi Stores Ltd, Holly Lane, Atherstone, Warwickshire, CV9 2SQ is the promotor of this Promotion ("Aldi")

### How to enter:

1. From 1 November 2021 (the "**Starting Date**"), while stocks last, Aldi is selling Golden Giveaway Bars of Dairyfine Milk Chocolate in Great Britain. Twenty-five Golden Giveaway Bars of Dairyfine Milk Chocolate Golden Giveaway Bar 800g contain winning "**Tickets**". Of these, five are worth £10,000 each and twenty are worth £5,000.
2. To enter the Promotion you must buy a bar of Dairyfine Milk Chocolate (available in most Aldi stores). If the chocolate bar that you purchase contains a Ticket, you will be eligible to claim the value of the cash prize written on it (the "**Prize**"). Maximum of 3 800g bars per customer.
3. To claim the Prize you need to follow the instructions at [aldi.co.uk/goldengiveaway](https://www.aldi.co.uk/goldengiveaway) by **11.59pm on 24 January 2022** (the "**Closing Date**") which will require you to provide Aldi with a) your name and contact details; b) your date of birth; c) the unique reference code on your winning Ticket; d) a photo of your winning Ticket; and e) and proof of purchase. You will then be required to send your original winning Ticket to Aldi, and will be sent a stamped addressed envelope for that purpose. You must claim your prize and Aldi must have received your details and your original winning Ticket by the Closing Date for your claim to be valid.
4. If you share any image or representation of a Ticket or the unique reference code on a Ticket on social media or otherwise online your claim will become invalid.
5. By entering the Promotion, you confirm that you have read, and agree to be bound by, these Terms and Conditions and by the decisions of Aldi, which are final in all matters relating to

the Promotion. Failure to do so will result in forfeiture of the Prize. No correspondence will be entered into.

6. Aldi is not responsible for any lost, late, incomplete, invalid, unintelligible or misdirected claims for Prizes, which will be disqualified. No responsibility can be accepted for any technical failures of any kind or any unauthorised intervention in any part of the entry process, nor for any technical or human error, which may occur in the administration of the Promotion.
7. Aldi reserves the right to disqualify you if it has reasonable grounds to believe you have breached any of these Terms and Conditions or have behaved dishonestly or illegally.

#### **Eligibility:**

8. The Promotion is open to all residents of Great Britain over the age of 18, except employees of:

(a) Aldi; or

(b) any entity (including any of their parent and/or affiliate companies) involved or associated with the Promotion or the Prizes, including but not limited to the printer of Tickets and the supplier of Dairyfine Milk Chocolate; or

(c) any of Aldi's agencies (including any of their parent and/or affiliate companies); or

the immediate family (spouse, parents, siblings and children) and other household members of any such employee described in clauses 8(a) to (c) above.

9. In claiming a Prize, you confirm that you are eligible to do so. Aldi may require you to provide proof that you are eligible to claim the Prize. Aldi reserves the right to verify entrants' eligibility.
10. Each winner's name and county will be made available to anyone sending a stamped self-addressed envelope to Aldi at **Aldi Store Ltd, Holly Lane, Atherstone, Warwickshire, CV9 2SQ**, within 3 months of the Closing Date, marked "Golden Giveaway – winner details request".

#### **Data protection and publicity:**

11. Any personal data relating to entrants will be used solely in accordance with current UK data protection legislation and, subject to clause 10 above, will not be disclosed to any third party without the individual's prior consent, other than is absolutely necessary so as to provide the Prize.
12. By claiming a Prize, you warrant that all information submitted by you is true, current and complete.

13. Aldi may request that winners participate in publicity arising from the Promotion. You are under no obligation to participate and may decline this request. Participation is at the winner's discretion.

**General:**

14. Aldi reserves the right to amend or withdraw this Promotion if circumstances arise which are beyond its control.

15. Aldi reserves the right to disqualify any individual it finds to be tampering with the operation of the Promotion or in an unsportsmanlike, disruptive or illegal manner. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal or civil law and, should such an attempt be made, Aldi reserves the right to seek damages from any such person to the fullest extent permitted by law. Aldi's failure to enforce any of these Terms and Conditions shall not constitute a waiver of that provision.

16. Except where prohibited, you agree that:

(a) any and all claims brought by you in relation to this Promotion, and any consequential judgments or awards, shall be limited to actual out-of-pocket costs incurred, including costs associated directly with entering this Promotion; and

(b) under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim, indirect, punitive, incidental or consequential damages or any rights to have damages otherwise increased.

17. To the extent permitted by law, Aldi is not liable for any injury or damage to persons or property, which may be caused, directly or indirectly, from your participation in this Promotion.

18. If a discrepancy between these Terms and Conditions and the details in any promotional material arises, the details in these Terms and Conditions will prevail.

19. All issues and questions (whether contractual or non-contractual) concerning the construction, validity, interpretation and enforceability of these Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby agree to the exclusive jurisdiction of the English courts.