

# Member gets member conditions

## > 1. General

The conditions defined in these rules shall apply to the "Member gets Member" promotion (hereafter the "Rules"). This campaign is organized by Keytrade Bank, the Belgian branch of Arkéa Direct Bank SA (France), with its registered office at Boulevard du Souverain/Vorstaan 100, 1170 Brussels, and registered under company number 0879.257.191 (hereafter: the "Bank").

## > 2. Temporary action: invite friends to become a client during the promotion period

The promotion described here will run from 01/09/2021 to 30/09/2021 inclusive (hereafter the "promotion period") at the Bank's initiative. Subject to the restrictions defined in Article 4 of these Rules, the promotion gives the Bank's clients the opportunity to encourage one or more friends to become a Bank client during the period of the promotion.

A premium of €50 will be awarded to both the godfather client and the new client (godchild), provided that a bank account is actually opened by the godchild using the promotional code of their godfather client during the promotion period.

For the godfather client, the €50 premium will be paid into their current account at the Bank if all conditions mentioned in Article 4 are met. For the godchild, the premium of €50 will be automatically paid into their Bank current account when all conditions mentioned in Article 4 are met.

The application form for the godchild to open a bank account must be completed correctly, including the promotion code, and must be received by the Bank between 01/09/2021 and 30/09/2021. Any requests to open a bank account that reach the Bank after 30/09/2021 will not qualify.

After the Bank has received the request, the godchild has maximum 10 weeks to send missing or requested documents to the Bank. If this takes more than 10 weeks on the godchild's side, the promotional code shall no longer be valid.

## > 3. Communications regarding the promotion

The godfather promotion will be communicated to the Bank's clients by an e-mail sent out at the beginning of the promotion, by a banner on the Bank's transaction website and through any other channel the Bank considers useful. The Bank is not responsible for any communications regarding the promotion which do not originate from the Bank.

## > 4. Conditions and processes for the promotion

### 4.a For the godfather client

The day this promotion begins, the client will receive an e-mail suggesting to invite one or more friends to become a client of the Bank. The e-mail will contain a link to a website from which invitations can be sent by e-mail containing the client's personal promotional code, or from which the promotional code can be shared on social media (WhatsApp, Twitter, Facebook or LinkedIn). This e-mail will contain the godfather client's first name and a personalized message.

The godchild must state the promotional code clearly on the application form to open their bank account. If they fail to do so, then the €50 premium will not be awarded.

The promotional code allows the Bank to link the godfather client and the godchild. By participating in this promotion, the client agrees to their first name being included in the e-mail sent to their godchild(ren).

This €50 premium will be repeated for each of the number of friends that become clients, up to a maximum of 10 friends and so with a maximum total premium of €500 (see Article 5 of the Rules below).

In accordance with the Banks' Terms and Conditions and its confidentiality obligations (Art. 20) in particular, the Bank will not pass the personal details of godchildren who opened a bank account using a client's promotional code onto the godfather client. The Bank will also refrain from passing on godfathers' details (except for the first name) to godchildren clients.

### 4.b For the godchild

The godchild can become a client of the Bank through an invitation sent by e-mail on behalf of the client-godfather, and receive a premium of €50 in their current account. To do so, the godchild must apply for a new bank account with the Bank within the period stated in the invitation from the godfather client, and must use the personal promotional code from the godfather client.

- If the banking relationship is established using the link in the godfather's e-mail, the godfather client's promotional code will automatically be included on the online application form.
- If the banking relationship is established using the online application form on the website [keytradebank.be](https://keytradebank.be), the godfather client's promotional code needs to be entered on the first page of the online application form.

The godchild needs to do minimum 5 banking transactions during the first 3 months of his banking relationship before the €50 premium will be paid. By banking transactions we mean:

- any transfer of at least € 1 from the new Keytrade Bank current account to another (external or internal) bank account;
- any transfer of at least €1 from a (external or internal) bank account to the new Keytrade Bank current account, including standing orders;
- payments of at least € 1 made from the Keytrade Bank current account with a debit card;
- ash withdrawals at an ATM with the debit card linked to the Keytrade Bank current account.

All banking relationship applications must first be accepted by the Bank. See also Article 5 of these Rules.

#### 4.c Payment of the €50 premium

Within the limit of the maximum amount defined in Article 5 of these Rules, the godfather client will receive a premium of €50 in their current account with the Bank, provided that the Bank regards the procedure for opening a bank account by the "godchild" as being complete, it is confirmed using the promotional code within the required dates and the godchild has executed minimum 5 banking transactions within the first 3 months of his banking relationship. The ultimate date on which the godfather will receive the €50 premium is 15/03/2022.

The godchild receives a premium of €50 on the current account with the Bank, provided that the Bank regards the procedure for opening a bank account by the godchild as being complete, it has been validated by the personal promotion code of the client-godfather within the specified period and at least 5 banking transactions were executed during the first 3 months of the banking relationship. Subject to the conditions set out in Article 4.b, each godchild will receive a premium of €50 on his current account opened with the Bank before 15/03/2022

#### 4.d. Validity of the link

Access from the link to a web page allowing the godfather client to issue invitations including their personal promotional code will be valid from the date the initial email is sent by the Bank, and will be valid for the full duration of the godfather promotion running from 01/09/2021 to 30/09/2021.

### > 5. Limits to the promotion

The godfather promotion is intended for and restricted to the Bank's existing clients.

Godfather clients can share the personal promotion code to an unlimited number of people, but the Bank will pay out a maximum of €500 in premiums to each godfather client. Clients will therefore receive no more premiums if they have successfully invited more than 10 friends to enter into a client relationship with the Bank.

For example: If one friend signs up, the godfather client will receive a €50 premium; if two friends sign up, the godfather client will receive a €100 premium; if three friends all sign up, the godfather client will receive €150; if 10 friends all sign up, the godfather client will receive €500. However, if 11 friends all sign up, the godfather client will also receive €500 (this is the maximum amount).

If the godfather client has several accounts<sup>1</sup> with Keytrade Bank, he will be given the choice on which current account for which specific bank relationship the full sum of godchild premiums from this promotion should be paid.

For example: Client A has three banking relationships

- A personal account
- A joint account with their partner
- An account for which he is representative

If a new client applies to the Bank through client A under the godfather promotion, client A will receive 1 x €50 per godchild (and not 3 x €50 because they have three bank accounts).

Client A will be given the choice on which current account he wishes the premiums to be paid.

A godchild who opens an account with several account holders, representatives or proxy holders will only be awarded one €50 premium, paid into the current account of the newly-established banking relationship.

To take advantage of this promotion the godchild must be considered a "new client". Anyone establishing an initial banking relationship with the Bank will be considered a "new client". A person who has already opened a bank account or has terminated a banking relationship with the Bank within the last four years, regardless of the type of banking relationship, may not take part in this promotion as a godchild.

A godchild may only be paid one premium for creating a new banking relationship. Once they have become a client they can participate in the godfather promotion themselves as a godfather client, and invite one or more friends to become clients of the Bank, provided this is done within the promotional period. This can be done through the banner on the Bank's transaction page.

If a godchild is proposed by several clients at the same time, the promotional code used by the godchild shall determine who the godfather is to whom the €50 premium will be paid.

This promotion cannot be combined with other new account promotions.

This offer is not valid for companies, non-profit organizations, investment clubs, joint ownerships, co-ownerships and associations without legal form. In other words, the godfather can only invite a friend through an individual or joint banking relationship and also the godchild can only participate in this action by opening an individual or joint banking relationship.

The Bank reserves the right to refuse to establish a banking relationship in accordance with Article 4.2 of its [General Terms and Conditions](#).

### > 6. Personal data

Personal data are processed by Keytrade Bank, the Belgian branch of Arkéa Direct Bank S.A. (France), for the processing of your request and in the context of the offer, as well as for the purposes described in the [Privacy Policy](#) available on [www.keytradebank.be](http://www.keytradebank.be). For more information about the collection, storage and processing of your personal data, as well as your right to consultation, rectification and opposition, please read to the policy.

<sup>1</sup> - The client can only participate in this promotion with an account on which he is a (co-) account holder or legal representative.

### > 7. Complaints

In accordance with Article 15 of the Bank's [General Terms and Conditions](#), the Client must notify the Bank of all complaints or disputes relating to anything listed in said Article 15 relating to this promotion, by sending an e-mail to [qualitycare@keytradebank.com](mailto:qualitycare@keytradebank.com) within 5 days from the day on which the Client became aware of the fact or is assumed to have become aware of the fact, or within any other longer period permitted by the applicable rules, at the risk of forfeiting their right to dispute.

If the Client considers the Bank's response to be unsatisfactory, or does not receive a response within a reasonable period (30 days), the Client may pass their complaint onto Ombudsfm, the Ombudsman in financial conflicts :

Ombudsfm

North Gate II, Boulevard du Roi Albert II/Koning Albert II-iaan 8 box 2, 1000 Brussels

Tel.: +32 2 545 77 70

Fax: +32 2 545 77 79

[ombudsman@ombudsfm.be](mailto:ombudsman@ombudsfm.be)

The Client may submit their complaint via [www.ombudsfm.be](http://www.ombudsfm.be). This option is available solely to private clients.

### > 8. Acceptance of the Rules

For the godfather, sharing his personal promotion code implies knowledge and acceptance of these Rules. The application for the opening of a Keytrade Bank current account during the period of the offer presupposes the knowledge and acceptance of these Regulations by the new client. An application submitted by a legal representative of a minor also implies acceptance of these Rules.

Furthermore, the Bank's [General Terms and Conditions](#) apply to this promotion. In the event of a conflict between the General Terms and Conditions and these Rules, the latter will take precedence.

### > 9. Other

9.1. The Bank reserves the right to amend the Rules for this promotion at any time, and especially reserves the right to partially or completely terminate the promotion for legal and/or technical reasons (e.g. servers, database) and/or any suspicion or proof of fraud and/or abuse. The Bank will not be held liable for the termination or amendment of the promotion, other than for damages directly resulting from willful default or gross negligence on the part of the Bank.

9.2 The Bank may also exclude a participant and in that case refuse to pay out a premium, or demand return of any premium paid, including by debiting the amount from the account(s) that the Client (whether godfather or godchild) holds with the bank, without any prior notification, if there is suspicion or proof of fraud and/or abuse, or in the case of non-compliance with these Rules, under the Bank's [General Terms and Conditions](#). The Client cannot enforce any rights or claims against the Bank.

9.3 The Bank may under no circumstances and on no legal basis be made liable by a Client for any losses of damage suffered of any kind whatsoever, including due to technical interruptions or breakdowns, delays in internet traffic.

This also applies to exclusions from the promotion. This limitation will not apply to damages that are a direct consequence of willful default or gross negligence on the part of the Bank or one of its appointees, agents or employees.

9.4 These provisions are subject to Belgian law. In the event of a dispute, the courts of Brussels (and in particular the Justices of the Peace in the jurisdiction where the Bank's corporate headquarters are located) have exclusive jurisdiction.

If a judge rules that a provision of these Rules is invalid or cannot be enforced, this will have no effect on the validity or enforceability of the other provisions. If necessary, it will be replaced by a valid, comparable condition.