

## 1. General points

The terms and conditions of these rules apply to the cashback promotion related to the subscription of a new life insurance contract Uppie (hereinafter referred to as “the Promotion”), organised by Keytrade Bank, the Belgian branch of Arkéa Direct Bank S.A. (France), with its registered office at Boulevard du Souverain 100, 1170 Brussels, and registered under company number 0879.257.191 (hereinafter “the Bank”).

The Promotion relates to branch 23 Uppie Star life insurance policies and branch 21 Uppie Moon life insurance policies entered into between a policyholder (hereinafter “the Policyholder”), a customer of the Bank (the “Client”), and AG Insurance SA, a Belgian insurer with its registered office at Boulevard E. Jacquain 53, 1000 Brussels (hereinafter “the Insurer”), under the terms and conditions set out below.

Before recommending an Uppie life insurance policy, which is the subject of the Promotion, an analysis of the Policyholder’s desires and needs, knowledge, experience, financial situation and investment objectives is carried out.

## 2. Limited-time promotion: €50 cashback when taking out a new Uppie life insurance policy

The Promotion described below runs from 02/11/2022 to 02/12/2022, inclusive (hereinafter the “Promotion period”), on the initiative of the Bank.

Subject to the conditions specified in Article 4 and the restrictions set out in Article 5, the Promotion consists of giving €50 cashback to Customers who take out an Uppie life insurance policy during the Promotion period.

The payment of the cashback of €50 is subject to the condition that a Uppie insurance product is actually taken out by the Policyholder during the Promotion period and that one or more minimum gross premiums of €50 (including entry fees and taxes) are effectively paid by the Policyholder at the latest one month after the end of the Promotion period (up to 02/01/2023, inclusive), an amount of €50 will be refunded to an active current account of the Policyholder with the Bank when all the conditions specified in the rules have been met.

Policies taken out after 02/12/2022 and before 02/11/2022 will not be included in the Promotion.

## 3. Communications about the promotion

Communications about the “€50 cashback when taking out Uppie Star or Uppie Moon life insurance via Keytrade Bank” promotion are via an email sent at the start of the promotion, via a banner placed on the Bank’s website and via any other channel that the Bank deems useful.

## 4. Terms and conditions of the Promotion and how it works

The Promotion concerns the payment of €50 cashback to the Policyholder for the subscription of a new Uppie Star or Uppie Moon life insurance policy under the conditions specified in Article 2.

The Policyholder will receive the €50 cashback by 02/03/2023 at the latest.

This cashback is only applicable if all the terms and conditions described in these rules are met, in particular:

- The Policyholder must have a bank account with the Bank and must take out a new Uppie Star or Uppie Moon life insurance policy.
- The policy must be taken out during the Promotion period (from 02/11/2022 to 02/12/2022, inclusive). Policies taken out before or after the Promotion period are not eligible for the Promotion.
- The Policyholder must pay a gross premium of at least €50 (including entry fees and taxes) on their Uppie life insurance policy at the latest one month after the end of the Promotion period (up to 02/01/2022, inclusive).

## 5. Restrictions and limitations on the Promotion

This Promotion is not valid for companies, non-profit organisations, investment clubs, joint ownerships, condominiums and unincorporated associations.

The Promotion is reserved exclusively for Customers who take out an Uppie Star or Uppie Moon life insurance policy during the Promotion period.

The €50 cashback will not be paid if the Uppie Star or Uppie Moon life insurance policy is cancelled within 30 days of its subscription.

The Bank reserves the right not to pay or recover the cashback if all the terms and conditions described in these rules are not met.

## 6. Personal data

Personal data will be processed by the Bank, in its role as controller, when processing your request and as part of the Promotion, as well as for the purposes described in the [Privacy Policy](#) available at [www.keytradebank.be](http://www.keytradebank.be).

Please read this [Policy](#) for more detailed information about how your personal data are collected, saved and processed, as well as about your right of access, correction or objection.

## 7. Complaints

In accordance with Article 15 of the Bank's [General Terms and Conditions](#), the Customer must submit any disputes or complaints regarding any fact listed in said Article 15 in the framework of this Promotion to the Bank, on penalty of forfeiture of the Customer's right to bring a complaint, by sending an email to [qualitycare@keytradebank.com](mailto:qualitycare@keytradebank.com) within five days of the date on which the Customer became aware of the fact or is presumed to have become aware of it, or within any other longer timeframe as authorised by the applicable rules.

If a complaint is not dealt with to a Customer's full satisfaction or if they have not received a response within a reasonable timeframe (30 days), the Customer may send the complaint to the financial conflicts Ombudsman: Ombudsfm Northgate II, le Roi Albert II, 8, boîte 2, 1000 Brussels Tel.: +32 2 545 77 70 Fax: +32 2 545 77 79 [ombudsman@ombudsfm.be](mailto:ombudsman@ombudsfm.be)

The Customer may file their complaint online at [www.ombudsfm.be](http://www.ombudsfm.be). This option is reserved exclusively for Customers who are private individuals.

## 8. Acceptance of the Rules

For the Policyholder, the subscription of a new Uppie Star or Uppie Moon life insurance policy during the Action period presupposes acknowledgement and acceptance of these rules.

In the event of any contradiction between the [General Terms and Conditions](#) and these Rules, the latter shall take precedence.

## 9. Other provisions

9.1. At any time, the Bank reserves the right to change the Rules of this Promotion and in particular to cancel the promotion in full or in part for legal and/or technical reasons (servers or databases) and/or suspicion of fraud and/or abuse or proven fraud and/or abuse. The Bank cannot be held responsible for the Promotion being cancelled or changed, except for loss resulting directly from criminal intent or gross misconduct by the Bank.

In the event of a change to the rules or cancellation of the promotion, the Bank will inform its customers via the channels through which the rules for the Promotion were communicated.

9.2 The Bank may also exclude a participant and, in such cases, refuse to pay out the bonus or recover a bonus which has been paid out, by debiting the account(s) held by the Customer with the Bank, specifically. This can be done without prior notice, should there be suspicion of fraud and/or abuse or proven fraud and/or abuse, or should there be an infringement of these Rules. This is done pursuant to the Bank's [General Terms and Conditions](#). In such cases, Customers may not assert any right or pursue any remedy against the Bank.

9.3. Under no circumstances and on no legal basis may Customers hold the Bank liable for damages or losses of any kind suffered, including technical failures or faults, or Internet traffic slowdowns. This also applies to exclusions from the Promotion. This restriction does not apply to a loss resulting directly from gross or wilful misconduct by the Bank or one of its agents, representatives or members of staff.

9.4. These terms and conditions are subject to Belgian law. Should there be a dispute, the law courts of Brussels (and, in particular, the magistrate's court in the jurisdiction where the Bank is located) shall have sole jurisdiction. If the judge declares that a provision of these Rules is invalid or unenforceable, that decision will not affect the validity or the enforceability of the other provisions. If necessary, a valid replacement provision, which is similar in terms of content, shall be added.