

## RULES OF THE SPONSORSHIP OFFER

### ARTICLE 1 - Organization

Financière des Paiement Électroniques, SAS, 1 Place des Marseillais 94220 Charenton-Le-Pont, France. FPE is authorized as a payment institution by the *Autorité de Contrôle Prudentiel et de Résolution* ("ACPR") under number 16598, acting in Belgium via its Belgian branch with registered office at Rue Royale 144-146 1000 Brussels, registered with the Banque-Carrefour des Entreprises under VAT company number BE0763.878.661 RPM Brussels and under number 964 with the Banque Nationale de Belgique (hereinafter "**Nickel**") is organizing a sponsorship operation (hereinafter the "**Sponsorship Operation**") accessible on the following page <https://nickel.eu/en-be/Member-get-member> (hereinafter the "**Site**").

For the purposes of these Regulations :

**"Nickel Customer"** means any natural person holding a payment account in euros, without overdraft authorization, to which is attached one and only one Mastercard international payment card, with systematic balance inquiry, the NICKEL Card, the MY NICKEL Card, the NICKEL PREMIUM Card or the NICKEL METAL Card (hereinafter, the "**Card**") in accordance with the Nickel General Terms and Conditions (as defined below).

**"Godchild"** means any third party, natural person, not already a Nickel Customer, whose contact details have been communicated to Nickel by a Sponsor under the conditions set out in article 4 of these Rules.

**"Nickel Offer"** means the opening of a payment account in euros, without overdraft authorization, to which is attached one and only one Mastercard international payment card, with systematic balance inquiry, the NICKEL Card, the MY NICKEL Card, the NICKEL PREMIUM Card or the Nickel METAL Card.

**"Sponsor"** means any Nickel Customer to whom the Sponsorship Operation has been presented, communicating the details of a third party natural person likely to be interested in Nickel products and services under the conditions set out in article 4 of these Rules.

**"Point Nickel"** means any retailer registered in Belgium in the name of Nickel by the Autorité de Contrôle Prudentiel et de Résolution (ACPR), which applies to open a Nickel payment account, activates the Card, issues the IBAN, receives cash deposits and responds to cash withdrawal requests from Nickel Customers.

Any term not expressly defined in these Regulations shall have the definition given to it in the current general terms and conditions of use accessible at the following URL: [https://nickel.eu/sites/default/files/General-Terms-and-Conditions\\_BE\\_en.pdf](https://nickel.eu/sites/default/files/General-Terms-and-Conditions_BE_en.pdf) (hereinafter referred to as the "**Nickel General Terms and Conditions**").

These Rules are available free of charge for the duration of the Sponsorship Operation on the Site and may be sent free of charge by e-mail on request.

### ARTICLE 2 - Duration



The Sponsorship Operation begins on September 20, 2023 and ends on October 6, 2023 (inclusive). Only complete referrals, i.e. those meeting all the conditions set out in article 4 below, will be counted.

### **ARTICLE 3 - Conditions of participation in the Sponsorship Operation**

The Refer a Friend Operation is limited to Nickel customers who are natural persons of legal age on the date the Refer a Friend Operation is launched.

The Sponsorship Operation is limited to Belgium.

The prize attached to the Sponsorship Operation as described in Article 5 cannot be combined with other Nickel promotional offers.

The number of referrals is unlimited, but only the first 50 referrals will be reimbursed 5 EUR per referral. In the case of the competition, all referrals will be taken into account for the calculation of the sponsor with the highest number of referrals.

Godchildren of Nickel customers who own or sell Nickel Points may not subscribe to the Nickel Service at their Godparent's Nickel Point.

### **ARTICLE 4 - Conditions of the Sponsorship Operation**

A sponsorship will be considered valid and therefore recorded by Nickel as soon as it meets the following conditions (the date of registration of the Subscriber's application by electronic means being taken as proof, hereinafter the "**Subscription Date**"):

1. Each Sponsor must be a Nickel Customer of legal age for the duration of the Sponsorship Operation and remain so until the Endowment Date (defined below);
2. Each Sponsor must have sent the personalized sponsorship code to each Referred Friend;
3. Each Godchild must subscribe to the Nickel Offer between September 20, 2023 and October 6, 2023 (inclusive) by entering the code provided by their Sponsor in the online subscription process;
4. The identity document of the Godchild must be validated before the end date of the Sponsorship Operation;
5. Each Godchild must not be a Nickel customer or beneficiary of any other current Nickel promotional offer;
6. Each Godchild whose Sponsor owns or sells a Point Nickel must not subscribe to the Nickel Offer at said Point Nickel.

### **ARTICLE 5 - Payout of the Sponsorship Operation**

5.1 For all referrals validated in accordance with the terms and conditions set out in article 4, each Referrer will receive an amount of 5 euros which will be paid directly into the Nickel payment account held by the Referrer within a period starting 3 working days after the end date of the Referral Operation and no later than 1 month after the end date of the Referral Operation (hereinafter the actual payment date constituting the "**Payout Date**").

5.2 For each sponsorship validated in accordance with the terms and conditions set out in article 4, each Godchild will receive an amount of 5 euros which will be paid directly into the newly opened Nickel payment account within a period starting 3 working days after the end date of the Sponsorship Operation and no later than 1 month after the end date of the Sponsorship Operation (hereinafter the actual payment date constituting the "**Payout Date**").

## **ARTICLE 6 - Modification of the Rules**

6.1 Nickel reserves the right to cancel, postpone, extend, shorten or modify all or part of this Sponsorship Operation if circumstances so require, without any liability whatsoever, and participants in the Sponsorship Operation shall not be entitled to claim any compensation whatsoever.

6.2 Each modification will be announced on the Site together with the modified Regulations.

6.3 All cases not provided for in these Rules shall be the sole responsibility of Nickel.

## **ARTICLE 7 - Force Majeure**

7.1 Nickel shall not be held liable if, for any reason beyond its control and/or in the event of force majeure, the Sponsorship Operation is shortened, modified, postponed or cancelled, without any compensation being due to participants in the Sponsorship Operation.

7.2 Nickel shall not be held liable if, for any reason beyond its control, technical malfunctions, computer bugs or any other technical problem affects the smooth running of the Sponsorship Operation.

## **ARTICLE 8 - Personal data**

8.1 The data collected as part of the Sponsorship Operation is processed electronically. It is used by Nickel for the purposes of managing the Sponsorship Operation. The Godfather acknowledges that Nickel may use his first and last names for the sole purpose of sending communications to any Godchild he has sponsored as part of the Refer a Friend Operation.

8.2 Nickel may, subject to the explicit and prior consent of the participant in the Sponsorship Operation, use and communicate said information to partners in the context of commercial operations, whether joint or not, in particular for direct marketing operations.

8.3 In accordance with the General Data Protection Regulation (known as "GDPR"), each participant in the Sponsorship Operation has a right of access as well as a right to additional information, rectification and opposition on the data concerning him/her, used by Nickel and its service providers for the management of his/her account and his/her information on the services as well as for any direct marketing operations carried out by Nickel.

To exercise their rights under the GDPR, each Participant in the Sponsorship Operation, must send a letter with their name, first name, and copy of their ID to:

Financière des Paiements Electroniques (FPE)  
SPONSORSHIP OPERATION  
Rue Royale 144-146  
1000 Brussels

or send an e-mail to [personaldata@nickel.eu](mailto:personaldata@nickel.eu).

## **ARTICLE 9 - Nickel's liability**

9.1 Nickel's liability is strictly limited to the payment of the Endowment in accordance with the conditions set out in article 5.

9.2 You are expressly reminded that the Internet is not a secure network. Nickel may not be held liable for any damage caused to participants in the Sponsorship Operation, to their computer equipment and to the data stored therein, or for any consequences that may arise from this on their personal or professional activity.

9.3 Nickel disclaims all liability in the event of malfunction of the Internet network, telephone lines or reception equipment preventing the proper conduct of the Sponsorship Operation.

9.4 Nickel may cancel all or part of the Sponsorship Operation if it appears that fraud has occurred in any form whatsoever, in particular computer fraud in connection with participation in the Sponsorship Operation or the determination of the winners. In such an event, Nickel reserves the right not to award the Prizes to any fraudsters and/or to prosecute the perpetrators of any fraud or attempted fraud before the competent courts.

9.5 Nickel may, at any time, in particular for technical, updating or maintenance reasons, interrupt access to the Site. Nickel shall in no event be liable for such interruptions or their consequences.

9.6 In the event of closure of the Nickel account of the Godson, either at the initiative of the Godson himself, or at the initiative of Nickel in the event of serious and reprehensible behaviour on the part of the Godson, during the 12 months following its effective opening, Nickel reserves the right to deduct from the said account the amount corresponding to the Dotation from which he benefited within the framework of the Sponsorship Operation.

9.7 In the event of fraud or non-compliance with the terms and conditions of the Referral Operation by the Referrer, or in the event of closure of the Referrer's account at Nickel's initiative for serious and reprehensible behaviour within 12 months of the end of the Referral Operation, Nickel reserves the right to deduct from the Referrer's account the amount corresponding to any Endowment from which he/she has benefited within the framework of the Referral Operation.

## **ARTICLE 10 - Applicable law and jurisdiction**

10.1 These Regulations are governed by Belgian law.

10.2 In the event of a dispute or claim, for any reason whatsoever, requests must be sent to Nickel within 2 months of the close of the Sponsorship Operation as the case may be (as evidenced by the postmark) at the following address:

Financière des Paiements Electroniques (FPE)  
SPONSORSHIP OPERATION  
Rue Royale 144-146  
1000 Brussels

10.3 Any dispute arising in connection with these Rules which cannot be settled amicably shall be submitted to the competent courts of Brussels.