

## "OPERA" Regulations

### 1. Background

The "Banque Raiffeisen s.c." (i.e. Raiffeisen Bank, a cooperative company) having its registered office at 4, rue Léon Laval L-3372 Leudelange, and the different "Caisses Raiffeisen s.c." (i.e. Raiffeisen Funds, cooperative companies) (hereinafter jointly referred to as "Raiffeisen") make their eligible clients benefit from a set of tariff conditions (hereinafter the "OPERA benefits").

The OPERA benefits come into force on 1<sup>st</sup> July 2014.

### Art. 2 Eligibility

Any natural person aged 18 or above, who is a shareholder of a "Caisse Raiffeisen s.c." (i.e. Raiffeisen Fund, a cooperative company) or of "Raiffeisen Members s.c." automatically benefits from the OPERA benefits, unless instructed otherwise in writing.

Raiffeisen reserves the right to grant the OPERA benefits to clients who are natural persons aged 18 or above and who are not shareholders of a "Caisse Raiffeisen" or "Raiffeisen Members s.c.".

The OPERA benefits cannot be combined with other preferential conditions offered by Raiffeisen, except the "Green Study Code" or "Green Code Job" conditions. Raiffeisen employees and Raiffeisen retired employees are not eligible for OPERA benefits.

### Art. 3 Terms of discharge

The participant may lose any right to benefit from OPERA benefits after losing their capacity as shareholder of a "Caisse Raiffeisen" or of "Raiffeisen Members s.c.". Raiffeisen reserves the right to exclude clients from receiving the OPERA benefits.

### Art. 4 Content

OPERA benefits include:

- the award and use of OPERA points according to Article 5,
- preferential rates on selected products and services.

### Art. 5 OPERA points

#### Accumulated OPERA points

The participant accumulates OPERA points based on the quarterly average balances recorded on certain accounts and products. OPERA points are calculated and awarded automatically at the beginning of the next quarter. The calculation method of OPERA points is defined by Raiffeisen and can be adapted at any time and without notice, subject to compliance with any legal constraints. A statement of products and accounts that are eligible for the awarding of OPERA points as well as a simulation tool to calculate points are available on the website "www.raiffeisen.lu".

#### Converting OPERA points

One (1) OPERA point corresponds to EUR 0.01. This conversion rate may be amended at any time without notice or notification for all points accumulated from the time when the change occurred, while complying with potential legal deadlines.

#### Using OPERA points

Accumulated OPERA points can be used to:

- pay fees for the following cards in full or in part: V PAY, VISA Classic, MasterCard Gold or VISA Premier,
- deposit funds on a Green Code Kids savings account or a Green Code 12-18 savings account (minimum amount: EUR 25) or an R-PlanInvest contract (minimum amount: EUR 50),

- c) contribute, by depositing funds, to a donation made each year by Raiffeisen to a charity organisation. The name of the recipient charity will be announced on the website " www.raiffeisen.lu".
- d) be redeemed against cinema tickets. The availability of cinema tickets is subject to the conditions in force in the context of "Green Code Job" and "Green Code Study" benefits, and is reserved for clients participating in the "Green Code Job" and "Green Code Study" conditions.

In the absence of other instructions from the participant, OPERA points will be used to cover the payment of card fees in full or in part, as specified under point a).

The use of points set out under a) must be carried out on one of the holder's accounts.

OPERA points cannot give rise to any exchange, refund, credit or payment of monetary value other than those specified in these Regulations.

#### Viewing the number of OPERA points

If there was an activity on the point counting system, the participant receives a quarterly statement with the number of accumulated and available points and the activity relating to points awarded and used in the previous quarter. If there was no activity, the participant receives an annual extract. The number of points can also be viewed on Raiffeisen.net.

#### Validity of OPERA points

If no activity was recorded for a period exceeding 36 months, Raiffeisen reserves the right to draw the accumulated points away without notice, cash payment or compensation. In case of death of the participant, the accumulated points can be transferred to heirs already enjoying the OPERA benefits.

In all other cases (termination of membership and restitution of the share, death of the participant and leaving no heirs already benefiting from the OPERA benefits, participant excluded from the membership), Raiffeisen reserves the right to transfer the accumulated points in accordance with the provisions of OPERA benefits, or, if such transfer is not possible, to make a donation to a charity of its choice.

#### Claims

Any complaint or request for rectification shall be sent to Raiffeisen by the participant within 90 days from the date when the last statement of points was obtained.

### **Art. 6 OPERA benefits - tariff conditions**

The tariff conditions applicable within the framework of OPERA benefits can be found on " www.raiffeisen.lu".

### **Art. 7 Personal data protection**

Raiffeisen processes and collects personal data of the participant in accordance with European and Luxembourg legislation.

This processing is subject to the provisions of the General terms and conditions governing relations between Banque Raiffeisen and affiliated Caisses Raiffeisen and their clients.

### **Art. 8 Approval of the regulations**

Participating in the OPERA benefits automatically implies the approval of these regulations.

### **Art. 9 Amendment of regulations and OPERA benefits**

Participants can find the current version of the regulations on the website "[www.raiffeisen.lu](http://www.raiffeisen.lu)". Raiffeisen reserves the right to amend the regulations unilaterally at any time.

The terms of the OPERA benefits may be changed or deleted at any time without notice, subject to compliance with any potential legal constraints. In the absence of written opposition, each adaptation and/or amendment of these regulations shall be deemed to be approved. Any amendments made to the regulations come into force upon their publication. It is the participants' responsibility to regularly view the regulations published on the website "[www.raiffeisen.lu](http://www.raiffeisen.lu)".

### **Art. 10 Governing law and jurisdiction**

Relations between Raiffeisen and the participant are exclusively subject to Luxembourg law. The Courts of the Grand Duchy of Luxembourg shall have sole jurisdiction in the event of any dispute. Raiffeisen may, however, bring the dispute before any other court which, failing the election of the above jurisdiction, would normally be competent.