

REGULAMENTUL PROGRAMULUI RAIFFEISEN SMART MARKET

SECTIUNEA 1. ORGANIZATORUL SI REGULAMENTUL OFICIAL AL PROGRAMULUI

- 1.1. Programul "SMART MARKET"** este organizat si desfasurat de **RAIFFEISEN BANK S.A.**, societate administrata in sistem dualist, persoana juridica romana, cu sediul in Bucuresti, Cladirea Sky Tower, Calea Floreasca nr. 246 C, sector 1, cod postal 034476, inregistrata in Registrul Bancar nr. RB-PJR-40-009/1999, numar de ordine in Registrul Comertului J 40/44/1991, Cod unic de inregistrare 361820, Cod de inregistrare in scopuri de TVA RO361820, capital social in suma de 1.200 mil, integral varsat, reprezentata prin **Doina Matei** in calitate de Manager Servicii de Marketing si prin **Bogdan Abrudan** in calitate de Manager Dezvoltare Business Clienti Persoane Fizice, denumita in continuare "Banca" sau „Organizator”.
- 1.2. Programul "SMART MARKET"** se adreseaza unei anumite categorii de clienti Raiffeisen Bank, astfel cum sunt acestia identificati de Organizator (definit in continuare) in SECTIUNEA 3 CONDITII DE PARTICIPARE. Programul permite participantilor sa obtina reduceri sub forma de cashback sau alte forme de reduceri (de tipul vouchere/ coduri de reducere, puncte sau premii) pentru cumparaturile efectuate de acestia in Aplicatie pentru produsele Raiffeisen Bank sau ale partenerilor inrolati in **Programul "SMART MARKET"** care furnizeaza Oferte (astfel cum sunt definite in continuare).
- 1.3.** Prin participare la **Programul „SMART MARKET”**, Participantii declara ca vor respecta termenii si conditiile prezentului Regulament Oficial (denumit in continuare „Regulament”) si legislatiei aplicabile, potrivit celor mentionate in cuprinsul sau si confirma mandatul acordat Organizatorului.

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- 1.4. Regulamentul este completat de prevederile Termenilor si conditiilor Aplicatiei Smart Market, ale Politicii de confidentialitate Smart Market, ale Politicii de cookies Smart Market, precum si ale Conditiiilor Generale Bancare pentru Persoane Fizice semnate cu Raiffeisen Bank.
- 1.5. Regulamentul este disponibil in mod gratuit oricarui Participant in Aplicatia Raiffeisen Smart Market, in orice unitate a Bancii la cerere, in timpul programului de lucru cu clientii afisat, precum si pe <https://www.raiffeisen.ro/persoane-fizice/in-spriijinul-tau/informatii-utile/campanii-promotionale/>

SECTIUNEA 2. ARIA SI PERIOADA DE DESFASURARE

2.1 Programul se desfasoara exclusiv prin Aplicatia mobila Raiffeisen Smart Market (denumita in continuare "**Aplicatia**").

2.2 Programul are durata nedeterminata. Banca are dreptul sa decida in orice moment incetarea Programului, decizie ce va fi comunicata Utilizatorilor cu cel putin 30 de zile inainte de data incetarii, prin email, SMS, notificare in Aplicatie sau pe site-ul www.raiffeisen.ro.

Dupa incetarea Programului, indeplinirea conditiilor mentionate in prezentul Regulament nu mai confera dreptul la beneficiile acestuia.

2.3 Potrivit liberei decizii a Organizatorului, Programul poate fi mediatizat in scopul informarii publicului, inclusiv prin intermediul unor materiale publicitare si/sau cu rol informativ. Informatiile pe care astfel de materiale le pot contine vor fi interpretate in conformitate cu prevederile prezentului Regulament.

SECTIUNEA 3. CONDITII DE PARTICIPARE

Raiffeisen Bank S.A. • Administrația Centrală • Clădirea Sky Tower, Calea Floreasca nr. 246 C, sector 1, București • Cod 014476 • România • Telefon: +40 21 306 1000 • Fax: +40 21 230 0700 • E-mail: centrala@raiffeisen.ro • www.raiffeisen.ro • C.U.I. 361820 • Număr de înregistrare în Registrul Comerțului J40/44/1991 • Identificator unic la nivel european (EUID) ROONRC.J40/44/1991 • Număr de înregistrare în Registrul Bancar RB-PJR-40-009/1999 • Decizia ASF nr. A/75/30.01.2014 completată de Decizia ASF nr. A/239/27.03.2014, înregistrată în Registrul Public al ASF sub nr. PJR01INCR/400009 • Înregistrată în Registrul ANSPDCP de evidență a prelucrărilor de date cu caracter personal cu nr. 1967 pentru scopul activității bancare și cu nr. 189 pentru scop de marketing, reclamă și publicitate • Cod de înregistrare fiscală RO361820 • Capital Social 1.200 mil. Lei • Societate administrată în sistem dualist • Cod BIC RZBRROBU • Raiffeisen Direct: *2000, cu tarif normal în rețelele Vodafone, Orange, Telekom România Mobile.

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Pentru înregistrarea în **Programul „Smart Market”** participanții trebuie să îndeplinească cumulativ următoarele condiții (denumit în continuare „Participantul”):

- a) Să fie client persoană fizică al Raiffeisen Bank înregistrat/ înrolat în sistemele Bancii
- b) Să fie titularul unui cont curent cu card de debit activ sau al unui card de credit activ emis de Banca;
- c) Să aibă 18 ani impliniți la data înrolării în Aplicație;
- d) Să dețină un cont activ neblocaț al serviciului Raiffeisen Online sau Smart Mobile;
- e) Să aibă datele actualizate și aprobate în sistemele bancii (KYC actualizat);
- f) Să își descarce ultima variantă a Aplicației Raiffeisen Smart Market din App Store sau Google Play Store pe telefonul mobil deținut de acesta:
 - conectat la internet
 - fără access root sau jailbreak
 - securizat - Screen lock cu PIN sau parolă și/sau biometrie
 - cu un sistem de operare iOS sau Android (versiunea compatibilă a sistemului de operare este indicată pe site-ul Bancii, pagina Smart Market);
- g) Să se înroleze în Aplicație, parcurgând cu succes pașii necesari (parcurgând Politica de confidențialitate și Politica de cookies, introducând adresa de email și ultimele 3 cifre ale telefonului mobil declarate în relația cu Banca, completând codul OTP primit prin SMS pe nr de telefon declarat în relație cu Banca și confirmând că a citit și este de acord cu Termenii și condițiile Aplicației) și primind mesajul de confirmare că i s-a creat contul în Smart Market;
- h) Să respecte Termenii și condițiile Smart Market disponibili la înrolare, precum și în setările Aplicației.

SECTIUNEA 4. MECANISMUL DE PARTICIPARE IN CAMPANIILE DISPONIBILE IN APLICATIE

4.1. Pentru a participa la o campanie si a castiga Recompense, un client trebuie sa indeplineasca cumulativ urmatoarele conditii:

- a. Se inregistreaza in Aplicatie urmand modalitatea descrisa la pct. 3.g.
- b. Se inscrie intr-o campanie publicata in Aplicatie, in conditiile specifice aferente respectivei campanii descrise in prezentul Regulament si in detaliile descrise in campania din Aplicatie; in acest sens, o activeaza apasand butonul „Activeaza”, ceea ce genereaza inregistrarea clientului in campanie si mutarea campaniei in sectiunea „Campaniile mele” pentru a-i putea urmari statusul si progresul.
- c. Indeplineste conditiile campaniei descrise in Aplicatie, in functie de mecanismele detaliate la Pct. 4.3.
- d. Dupa validarea automata a indeplinirii conditiilor campaniei, Participantul primeste recompensa in contul sau Smart Market si o poate vizualiza in sectiunea „Recompensele mele”, in functie de tipologia acesteia: cashback, vouchere, puncte sau premii (detaliate la SECTIUNEA 5).

4.2. Participantii pot beneficia de campanii si oferte organizate si recompensate de:

- Banca – pentru produsele si serviciile sale financiar-bancare
- Parteneri – la produsele si serviciile acestora. Lista completa a partenerilor se regaseste pe <https://www.raiffeisen.ro/doc/smart-market-parteneri.pdf>

4.3. Mecanismul campaniilor disponibile in Raiffeisen Smart Market:

a) Campanii cu recompense instant:

- Participantii care sunt eligibili pentru campanie, o vizualizeaza in sectiunea „Descopera”;
- Dau click pe ea, pentru a vizualiza detaliile si conditiile detaliate, ce completeaza acest Regulament;
- O activeaza apasand butonul „Activeaza” in perioada de valabilitate a campaniei si in limita stocului disponibil (prin activarea ei, campania dispare din sectiunea „Descopera” dar poate fi vizualizata in sectiunea „Campaniile Mele” – „Finalizate” pana la expirarea perioadei de valabilitate a campaniei);
- Primesc instant recompensa si o vizualizeaza in sectiunea „Recompensele mele”;
- Optional, daca si-au exprimat consimtamantul pentru primirea notificarilor de tip push conform celor descrise in Termenii si conditiile Smart Market si in Politica de confidentialitate, vor primi o notificare care ii anunta in momentul in care au primit recompensa;
- Utilizeaza recompensa conform sectiunii 5 de mai jos si conditiilor mentionate in detaliile acesteia din Aplicatie.

b) Campanii cu recompense garantate cu conditie de tranzactionare/ achizitie

Participantii care sunt eligibili pentru campanie:

- O vizualizeaza in sectiunea „Descopera”;
- Dau click pe ea, pentru a vizualiza detaliile si conditiile detaliate, ce completeaza acest Regulament;

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- O activeaza apasand butonul „Activeaza” (prin activarea ei, campania dispare din sectiunea „Descopera” dar poate fi vizualizata in sectiunea „Campaniile Mele” – „Active”, unde ii pot urmari statusul si progresul);
- Indeplinesc conditiile campaniei, descrise in detaliile acesteia din Aplicatie: efectueaza una sau mai multe tranzactii sau achizitioneaza un produs participant in campanie, conform conditiilor acesteia, in termenul de valabilitate al campaniei si in limita stocului de recompense disponibil;

Dupa ce conditia este validata in sistemele bancii, statusul campaniei se actualizeaza in Aplicatie in sectiunea „Campaniile mele”; tot atunci, participantii primesc recompensa campaniei - de tip „voucher”, „cashback” sau „puncte” si o vizualizeaza in sectiunea „Recompensele mele”;

- Optional, daca si-au exprimat consimtamantul pentru primirea notificarii de tip push conform celor descrise in Termenii si conditiile Smart Market si in Politica de confidentialitate, vor primi o notificare pe telefon care ii anunta in momentul in care au primit recompensa;
- Beneficiaza si utilizeaza recompensa conform sectiunii 5 de mai jos si conditiilor mentionate in detaliile acesteia din Aplicatie, in limita stocului de premii disponibile mentionate in detaliile campaniei.

c) Campanii cu premii prin tragere la sorti

Participantii care sunt eligibili pentru campanie:

- O vizualizeaza in sectiunea „Descopera”;

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- Dau click pe ea, pentru a vizualiza detaliile si conditiile detaliate, ce completeaza acest Regulament;
- Se inscriu in tragerea la sorti apasand butonul „Activeaza” (prin activarea ei, campania se muta din sectiunea „Descopera” in sectiunea „Campaniile Mele” – „Active”, unde ii pot urmari statusul si progresul);
- Daca este cazul (exista o alta conditie a campaniei decat activarea ei), indeplinesc conditiile campaniei, descrise in detaliile acesteia din Aplicatie: efectueaza una sau mai multe tranzactii sau achizitioneaza un produs participant in campanie, conform conditiilor acesteia si in termenul de valabilitate al campaniei;
- La finalul perioadei de desfasurare a campaniei, lista tuturor participantilor eligibili care au indeplinit conditiile campaniei, intra automat in tragerea la sorti conform Regulamentului campaniei care va completa acest Regulament General. Data, detaliile extragerii si Regulamentul vor fi comunicate in detaliile campaniei din Aplicatie;
- Castigatorii extrasii vor fi anuntati telefonic, prin call center Raiffeisen Bank sau prin Aplicatie/ email/ SMS, caz in care vor fi informati despre modalitatea de a intra in posesia premiului;
- Beneficiaza si utilizeaza recompensa conform sectiunii 5 si conditiilor mentionate in detaliile acesteia din Aplicatie;
- Pentru aceste campanii, Regulamentul actual va fi completat de mecanismul si Regulamentul specific campaniei respective, afisate in Aplicatie.

d) Campanii „Invita un prieten”/ „Member get Member”:

- Fiecare client Raiffeisen Bank/ Participant Smart Market are alocat automat un COD NUMERIC UNIC de invitatie de participare

la Programul „Smart Market”, vizibil in sectiunea “Profilul meu” in intervalul in care Banca organizeaza o campanie de acest tip;

- Utilizatorul acceseaza “Profilul meu”, sectiunea “Invita-ti prietenii”;
- Isi vizualizeaza codul unic de invitatie si il distribuie mai departe unuia sau mai multor prieteni, in perioada campaniei:
 - fie selectand canalul de transmitere pe care il doreste din lista afisata conform sistemului de operare al telefonului (prin SMS, e-mail, platformele de socializare detinute etc);
 - fie copiind codul si trimittandu-l manual pe canalul dorit, in afara Aplicatiei (ex: email, SMS, iMessage, platformele de socializare detinute etc);
- Prietenul/ invitatul primeste direct de la utilizator codul unic al acestuia, precum si linkul de descarcare a Aplicatiei;
- Invitatul descarca sau acceseaza Aplicatia (daca o are descarcata dar nu s-a inrolat inca), si se inroleaza conform Sectiunii 3.g. in termenul campaniei, in termenul campaniei “Invita un prieten” - pana la finalul lunii in curs sau conform indicatiilor din Aplicatie, daca difera;
- In ultimul pas al procesului de inrolare, in ecranul “Ai un cod de invitatie?”, introduce codul unic primit si il valideaza (atentie, este singurul moment/ ecran in care poate introduce acest cod in Aplicatie);
- Daca este codul corect si finalizeaza cu succes inrolarea, ambii utilizatori vor primi automat 50 puncte in contul Smart Market (si invitatul si utilizatorul care l-a invitat folosind acelasi cod); acestia vor fi notificati si printr-un mesaj de tip push, daca au activata optiunea de a primi push notifications;
- Daca nu se valideaza codul unic introdus ca fiind corect, utilizatorul va primi un mesaj de eroare si va putea sa incerce sa il reintroduca;

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Un utilizator nu are un numar limitat de prieteni catre care poate distribui codul de invitatie.

Codul unic de invitat poate fi utilizat si introdus o singura data de un client, doar la finalul fluxului de inrolare, in ecranul "Ai un cod de invitatie?". Daca utilizatorul nou inrolat nu l-a introdus in acest ecran, nu mai are optiunea de a-l introduce ulterior si automat nu mai pot primi recompensa nici el, nici utilizatorul care l-a invitat.

Informatii specifice cu privire la recompensa primita de fiecare din cei 2 utilizatori, vor fi incluse si in Aplicatie sub functionalitatea „Invita un prieten”. In cazul in care alte conditii vor fi aplicabile functionalitatii „Invita un prieten”, acestea vor fi incluse in Aplicatia Smart Market.

Perioada de validitate a codului de invitatie odata primit (termenul in care un client il poate utiliza la inrolare pentru a primi recompensa) de la momentul in care l-a primit prin SMS/ email/alte canale conform descrierii de mai sus, va fi pana in ultima zi a lunii, sau asa cum se va mentiona in Regulament si in Aplicatie. Daca acest cod nu va fi utilizat si validat la inrolare in acea perioada, el va expira, si nici utilizatorul invitat, nici cel care l-a invitat nu vor putea beneficia de recompensa.

e) Campanii de loializare

Banca poate organiza cu anumite ocazii sau evenimente, campanii de loializare a clientilor, cu premii instant. Astfel, utilizatorii:

- Vizualizeaza campania direct in sectiunea „Campaniile Mele” – „Finalizate” pana la expirarea perioadei de valabilitate a campaniei;
- Primesc instant recompensa si o vizualizeaza in sectiunea „Recompensele mele”;
- Optional, daca si-au exprimat consimtamantul pentru primirea notificarilor de tip push conform celor descrise in Termenii si

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conditiile Smart Market si in Politica de confidentialitate, vor primi o notificare care ii anunta in momentul in care au primit recompensa;

- Utilizeaza recompensa conform Sectiunii 5 si conditiilor mentionate in detaliile acesteia din Aplicatie.

SECTIUNEA 5. VALIDARE SI ACORDARE RECOMPENSE

5.1. Fiecare Participant care indeplineste conditiile mentionate in Sectiunile 3 si 4 din prezentul Regulament, este automat inscris in Campaniile Promotionale activate de acesta si va fi premiat dupa validarea indeplinirii conditiilor de la Art. 4, in functie de tipologia de mecanism si de recompensa aferenta campaniei:

5.1.1. Puncte Smart Market:

Sunt punctele de loialitate castigate de utilizatorii Aplicatiei care indeplinesc cu succes o campanie Raiffeisen cu acest tip de recompensa, conform mecanismelor din Sectiunea 4, si al carui quantum poate fi vizualizat in sectiunea „Recompense”.

Valoarea unui punct Smart Market este de 1 leu. Aceste puncte sunt valabile si pot fi valorizate doar prin Aplicatia Smart Market, dupa cum urmeaza:

- Fiecare campanie cu puncte ce a fost finalizata cu succes de un utilizator, ii aduce acestuia quantumul de puncte mentionat in mecanismul si detaliile campaniei din Aplicatie;
- Utilizatorii pot acumula mai multe puncte, prin finalizarea cu succes a mai multor campanii, si le pot vizualiza balanta si istoricul lor in ecranul „Recompense” si „Profilul meu”;
- Pentru conversia punctelor cumulate in Aplicatie, utilizatorul trebuie sa atinga unul din cele 4 praguri disponibile: 50 puncte, 100 puncte, 300 puncte sau 500 puncte;

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- In momentul in care atinge unul din cele 4 praguri de mai sus, are optiunea de a-si converti punctele intr-unul din vouchere speciale disponibile, selectand optiunea „Foloseste” punctele din sectiunea „Profilul meu” sau „Recompense” >> „Puncte”, si alegandu-si voucherele eligibile pentru fiecare prag, in limita stocului disponibil, astfel:
 - Pragul 1 (50 puncte): 1 voucher de 50 lei la unul din comerciantii disponibili in aceasta sectiune, in limita stocului disponibil;
 - Pragul 2 (100 puncte): 1 voucher de 100 lei la unul din comerciantii disponibili in aceasta sectiune; sau orice combinatie de 2 vouchere de 50 lei din cele de la punctul mai sus ce insumeaza 100 lei, in limita stocului disponibil;
 - Pragul 3 (300 puncte): 1 voucher de 300 lei la unul din comerciantii disponibili in aceasta sectiune; sau orice combinatie de vouchere din cele de la pct. 1 sau 2 de mai sus, ce insumeaza 300 lei, in limita stocului disponibil;
 - Pragul 4 (500 puncte): 1 voucher 500 lei la unul din comerciantii disponibili in aceasta sectiune; sau orice combinatie de vouchere din cele de la pct. 1, 2 sau 3 de mai sus, ce insumeaza 500 lei, in limita stocului disponibil.
- Dupa selectia si confirmarea conversiei punctelor in voucherul(ele) dorit(e), utilizatorul va putea sa isi vada voucherul(ele) in sectiunea „Recompense” >> „vouchere”, pe care le va putea utiliza la partenerii care le-au emis, conform descrierii din SECTIUNEA 5.1.2.

Conditii de oferire si utilizare puncte:

- Valoarea punctelor va fi validata si calculata numai luand in considerare urmatoarele conditii:

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- Sunt respectate toate condițiile campaniei înscrise în Regulament și detaliile campaniei;
- Dacă există o condiție de tranzacționare, se verifică dacă suma este plătită cu cardul eligibil campaniei cu puncte, al cărui titular este utilizatorul;
- Dacă tranzacția care a generat recompensa, a fost decontată, nu a fost anulată/ invalidată, nu s-a făcut returul produselor, sau nu s-a refuzat livrarea acestora de către utilizator sau Comerciant;
- Dacă tranzacția care generează recompensa este efectuată pentru plata completă a produselor/ serviciilor achiziționate; recompensa nu se aplică plăților efectuate parțial de către utilizatori (de ex: o plată parțială cu cardul eligibil campaniei al cărui titular este utilizatorul etc.), și nu se aplică produselor/ serviciilor care nu intra în promoție, conform Regulamentului și detaliilor campaniei afișate în Aplicație.
- Utilizatorul nu poate opta pentru contravaloarea punctelor în bani sau utilizarea lor în afara Aplicației Smart Market;
- Punctele nu sunt transmisibile;
- În cazul în care decontarea tranzacțiilor aferente primirii recompensei, se va face cu întârziere, se va înregistra la rândul ei și o întârziere de înregistrare, validare precum și transferare a recompenselor;
- Termenul de valabilitate al punctelor este înscris în Aplicație, în detaliile recompenselor oferite în campanie;
- În cazul închiderii Programului Smart Market, a închiderii contului Smart Market de către utilizator/ Banca, sau a expirării punctelor, punctele cumulate în contul virtual Smart Market nu vor mai putea fi utilizate iar contravaloarea lor nu va mai putea fi transferată către utilizator.

5.1.2. Vouchere:

Sunt cupoane/ vouchere electronice, pe care le primesc utilizatorii Aplicatiei care indeplinesc cu succes o campanie cu vouchere, conform mecanismelor din SECTIUNEA 4 si care pot fi vizualizate sau descarcate in dispozitivul mobil, din sectiunea „Recompense”

Acestea contin urmatoarele informatii: campania in urma caruia au fost castigate, conditiile de utilizare (perioada valabilitate, locatii sau comercianti la care pot fi utilizate, conditii speciale), valoarea; optional pot contine un element de identificare pentru recunoasterea lor la comercianti (cod de bare/ cod numeric/ cod QR).

Voucherele disponibile in Aplicatie pot fi de mai multe tipuri si implicit pot avea mai multe mecanisme de utilizare:

a) Voucher cu discount (reducere):

Valoarea voucherului castigat va fi cea mentionata in Aplicatie, in detalierea mecanismului campaniei si a voucherului castigat; aceasta poate fi exprimata in valoare absoluta in lei sau in procent ce se va scadea din valoarea cumparaturii careia i se aplica.

Pentru utilizarea unui voucher si primirea unei recompense, pasii necesari ce trebuie parcursi de un utilizator sunt:

- Primirea voucherului in urma finalizarii cu succes a unei campanii cu recompensa de tip voucher sau a conversiei unui numar de puncte detinut pentru un voucher disponibil (conform SECTIUNII 5.1.1.), in termenul de valabilitate al campaniei si in limita stocului de recompense disponibile.
- Vizualizarea detaliilor voucherului in sectiunea “Recompense” >> “Vouchere” >> “Active”.

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- Deschiderea voucherului electronic prin click pe bannerul reprezentativ (din sectiunea „Recompense” >> ”Vouchere” >> ”Disponibile”) si eventual descarcarea voucherului pdf in dispozitivul mobil detinut de utilizator:
 - Functie optionala – pentru voucherele cu cod de bare/ cod numeric/ QR;
 - Functie obligatorie de accesare si vizualizare/ descarcare – pentru voucherele fara cod de bare/ cod numeric/ QR, ce in loc de acest cod in ecranul de detalii, afiseaza iconita specifica fisierelor de tip pdf si buton ”Deschide voucher”;
- Utilizarea la urmatoarea vizita/ tranzactie la comerciantul care a oferit voucherul, in perioada valabilitatii voucherului si a conditiilor mentionate in detaliile acestuia – in conditiile in care acesta poate fi utilizat doar intr-o locatie fizica/ magazin fizic:
 - In cazul unui voucher cu cod de bare/ cod numeric/ QR: afisarea vanzatorului/ reprezentantului a voucherului din Aplicatie (sectiunea ”Recompense” >> ”Vouchere” >> ”Disponibile” >> detalii voucher) sau din telefon daca a fost salvat anterior; nu este necesara printarea voucherului sau trimiterea acestuia, insa codul trebuie sa fie vizibil si lizibil de catre vanzator/ sistemul de scanare;
 - In cazul unui voucher tip .pdf fara cod de bare/ cod numeric/ QR: afisarea vanzatorului/ reprezentantului a voucherului .pdf din Aplicatie (sectiunea ”Recompense” >> ”Vouchere” >> ”Disponibile” >> detalii voucher >> buton ”Salveaza voucher”) sau din telefon daca a fost salvat anterior; nu este necesara printarea voucherului sau trimiterea acestuia, insa codul trebuie sa fie vizibil si lizibil de catre vanzator/ sistemul de scanare al comerciantului;

- Sau utilizarea la urmatoarea tranzactie online/ achizitie online/ aplicare pentru produs online pe site-ul comerciantului care a oferit voucherul, in perioada valabilitatii acestuia – in conditiile in care acesta poate fi utilizat doar online, pe website-ul comerciantului:
 - In cazul unui voucher cu cod de bare/ cod numeric/ QR: inserarea codului prezent pe voucher; nu este necesara printarea voucherului sau trimiterea acestuia;
 - In cazul unui voucher tip .pdf cu cod de bare/ cod numeric / QR in scris pe acesta: inserarea pe site-ul comerciantului in campul specific, a codului in scris pe vocherul pdf din Aplicatie (sectiunea "Recompense" >> "Vouchere" >> "Disponibile" >> detalii voucher) sau din telefon daca a fost salvat anterior; nu este necesara printarea voucherului sau trimiterea acestuia;
 - In cazul unui voucher tip pdf fara cod de bare/ cod numeric / QR in scris pe acesta: utilizarea acestuia pe site-ul comerciantului, conform indicatiilor si mecanismului specific aceluia comerciant, in scris in detaliile voucherului;
- Primirea recompensei sub forma de discount (suma fixa sau procent) din respectiva tranzactie/ achizitie la comerciant, conform informatiilor inscrise pe voucher si in Regulament.

b) **Voucher cu premiu/ beneficiu gratuit**

Valoarea voucherului castigat va fi cea mentionata in Aplicatie, in detalierea mecanismului campaniei si a recompensei/ voucherului castigat.

Pentru utilizarea unui voucher si primirea unei recompense, pasii necesari ce trebuie parcursi de un utilizator sunt:

- Primirea voucherului in urma finalizarii cu succes a unei campanii cu recompensa de **tip voucher**, in termenul de valabilitate al acesteia si in limita stocului de recompense disponibile;

- Vizualizarea detaliilor voucherului in sectiunea "Recompense" >> "Vouchere" >> "Active";
- Deschiderea voucherului electronic prin click pe bannerul aferent acestuia (din sectiunea „Recompense” >> ”Vouchere” >> "Disponibile") si eventual descarcarea voucherului pdf in dispozitivul mobil detinut de utilizator:
 - Functie optionala – pentru vouchere cu cod de bare/ cod numeric/ QR;
 - Functie obligatorie de accesare si vizualizare/ descarcare – pentru vouchere fara cod de bare/ cod numeric/ QR, ce in loc de acest cod in ecranul de detalii, afiseaza iconita specifica fisierelor de tip pdf si buton "Deschide voucher";
- Utilizarea la urmatoarea vizita la comerciantul care a oferit voucherul, in perioada valabilitatii voucherului si a conditiilor mentionate in detaliile acestuia – in conditiile in care acesta poate fi utilizat doar intr-o locatie fizica/ magazin fizic/ agentie Raiffeisen:
 - In cazul unui voucher cu cod de bare/ cod numeric/ QR: prezentarea vanzatorului/ reprezentantului partenerului sau al bancii, a voucherului din Aplicatie (sectiunea "Recompense" >> "Vouchere" >> "Disponibile" >> detalii voucher) sau din telefon daca a fost salvat anterior; nu este necesara printarea voucherului sau trimiterea acestuia, insa codul trebuie sa fie vizibil si lizibil de catre vanzator/ sistemul de scanare;
 - In cazul unui voucher tip pdf cu sau fara cod de bare/ cod numeric/ QR: prezentarea vanzatorului/ reprezentantului partenerului sau a bancii, a voucherului pdf din Aplicatie (sectiunea "Recompense" >> "Vouchere" >>

- "Disponibile" >> detalii voucher >> buton "Salveaza voucher") sau din telefon daca a fost salvat anterior; nu este necesara printarea voucherului sau trimiterea acestuia, insa codul trebuie sa fie vizibil si lizibil de catre reprezentantul/ sistemul de scanare al partenerului/ al bancii;
- Sau utilizarea la urmatoarea vizita online pe site-ul comerciantului care a oferit voucherul, in perioada valabilitatii acestuia – in conditiile in care acesta poate fi utilizat doar online, pe website-ul comerciantului:
 - In cazul unui voucher cu cod de bare/ cod numeric/ QR: inserarea codului prezent pe voucher; nu este necesara printarea voucherului sau trimiterea acestuia;
 - In cazul unui voucher tip pdf cu cod de bare/ cod numeric/ QR in scris pe acesta: inserarea pe site-ul comerciantului in campul specific, a codului in scris pe voucherul pdf din Aplicatie (sectiunea "Recompense" >> "Vouchere" >> "Disponibile" >> detalii voucher) sau din telefon daca a fost salvat anterior; nu este necesara printarea voucherului sau trimiterea acestuia;
 - In cazul unui voucher tip pdf fara cod de bare/ cod numeric/ QR in scris pe acesta: utilizarea acestuia pe site-ul comerciantului, conform indicatiilor si mecanismului specific aceluia comerciant, in scris in detaliile voucherului;
 - Primirea recompensei sub forma de premiu sau produs/ serviciu gratuit, conform informatiilor inscrise pe voucher si completate optional, intr-un act aditional suplimentar;

Conditii primire si utilizare vouchere:

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- Utilizarea voucherului si codului trebuie sa respecte conditiile si indicatiile inscrise in detaliile voucherului si in Regulament;
 - Utilizarea voucherului trebuie facuta direct la comerciantul partener, exceptie daca voucherul mentioneaza alte conditii. Tranzactiile efectuate de o companie care intermediaza vanzarea respectivelor produse si/sau servicii nu vor oferi dreptul de a beneficia de suma aferenta voucherului (de ex.: agregatoare de oferte, agentii/ companii care intermediaza serviciile partenerului etc.);
 - Voucherele trebuie utilizate in termenul de valabilitate mentionat pe acestea sau in ecranul cu detaliile lor;
 - Voucherele nu sunt transmisibile catre alte persoane;
 - Utilizatorii nu au optiunea de a primi contravaloarea acestora in bani;
 - Voucherul va fi validat si acordat numai luand in considerare urmatoarele conditii:
 - Sunt respectate toate conditiile campaniei inscrise in Regulament si detaliile campaniei;
 - Daca exista conditie de tranzactionare, se verifica daca suma este platita cu Cardul eligibil campaniei, al carei titular este utilizatorul;
 - Daca tranzactia care a generat recompensa a fost decontata, nu a fost anulata, invalidata, nu s-a facut returul produselor sau nu s-a refuzat livrarea acestora de catre utilizator sau Partener;
- Daca tranzactia care genereaza recompensa este efectuata pentru plata completa a produselor/ serviciilor achizitionate; recompensa nu se aplica platilor efectuate partial de catre utilizatori (de ex: o plata partiala cu cardul eligibil campaniei al carei titular este utilizatorul etc.) sau produselor/ serviciilor care nu intra

in promotie, conform Regulamentului si detaliilor campaniei afisate in Aplicatie.

- In cazul in care decontarea tranzactiilor aferente primirii recompensei se va face cu intarziere, se va inregistra la randul ei si o intarziere de inregistrare, validare precum si transferar a recompenselor.
- In cazul in care intre momentul activarii sau finalizarii unei campanii si momentul primirii recompensei, are loc inchiderea Programului Smart Market sau a contului Smart Market de catre utilizator/ banca, voucherele aferente sau contravaloarea lor nu va mai putea fi transferata catre utilizator.

5.1.3. Cashback:

Este recompensa obtinuta in urma finalizarii cu succes a unei campanii cu cashback conform. SECTIUNII 4, in urma careia utilizatorul va primi inapoi suma de bani aferenta campaniei, descrisa in detaliile acesteia din Aplicatie.

Valoarea cashback-ului castigat va fi cea mentionata in Aplicatie, in detalierea mecanismului campaniei si a recompensei castigate. Aceasta poate fi exprimata in valoare absoluta in lei sau in procent din valoarea tranzactiei eligibile pentru aceasta recompensa.

Pentru primirea unei recompense de tip cashback, trebuie sa se indeplineasca cumulativ urmatoorii pasi:

- Finalizarea cu succes a unei campanii cu recompensa de tip cashback, in termenul de valabilitate al acesteia si in limita stocului de recompense disponibile;
- Validarea si decontarea tranzactiei care a generat cashback-ul.

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- Primirea cashback-ului virtual in contul Smart Market al utilizatorului, ce poate fi vizualizat in sectiunea "Recompense" / tab „Cashback” (unde utilizatorul poate consulta istoricul primirii cashback-ului, precum si balanta totala a cashback-ului virtual de la momentul respectiv care urmeaza sa ii fie transferat in contul curent);
- Cel tarziu in a patra zi lucratoare a fiecărei luni, valoarea acumulata de utilizator in contul de cashback virtual pana in ultima zi calendaristica a lunii precedente, i se va transfera automat in contul curent in lei deschis la Raiffeisen Bank pe numele participantului;
- In momentul transferului cashback-ului in contul curent al utilizatorului, balanta cashback-ului din Aplicatie (ecranul "Recompense" sau "Profilul meu") va fi ajutata prin scaderea sumei transferate in contul curent;
- Valoarea sumei aferente recompenselor de tip cashback va fi validata si calculata numai luand in considerare urmatoarele conditii:
 - Sunt respectate toate conditiile campaniei inscrise in Regulament si detaliile campaniei.
 - Suma este platita cu Cardul eligibil campaniei cu cashback, al carei titular este utilizatorul si este decontata la data calcularii si validarii cashback-ului;
 - Daca tranzactia care a generat recompensa nu a fost anulata sau invalidata, nu s-a facut returul produselor sau nu s-a refuzat livrarea acestora de catre utilizator sau Comerciant;
 - Daca tranzactia care genereaza recompensa este efectuata pentru plata completa a produselor/ serviciilor achizitionate; recompensa nu se aplica platilor efectuate partial de catre utilizatori (de ex: o plata partiala cu Cardul eligibil campaniei al carei titular este

- utilizatorul etc.) sau produselor/ serviciilor care nu intra in promotie, conform Regulamentului si detaliilor campaniei afisate in Aplicatie;
- Pentru transferarea cashback-ului castigat, prin acceptarea Termenilor si conditiilor, utilizatorul permite accesul si creditarea contului bancar in lei cu card de debit atasat al carui titular este (cel mai recent cont de acest tip, deschis in relatie cu Banca). La momentul transferului cashback-ului in acest cont, trebuie sa fie permisa creditarea si accesarea acestuia, altfel cashback-ul nu va fi transferat si va fi anulat (Banca va incerca o singura data creditarea contului clientului).
 - Cashback-ul este nominal si ii apartine utilizatorului in calitate de persoana fizica. Asta inseamna ca acesta nu va putea indica alte persoane sau un cont bancar diferit de cel mentionat mai sus pentru transferarea cashback-ului;
 - In cazul in care decontarea tranzactiilor aferente primirii recompensei se va face cu intarziere, se va inregistra la randul ei si o intarziere de inregistrare, validare precum si transferare a recompenselor;
 - In cazul inchiderii Programului Smart Market, a inchiderii contului Smart Market de catre utilizator/ banca, sau a inchiderii contului curent eligibil pentru cashback, cashback-ul virtual cumulat in contul virtual Smart Market nu va mai putea fi transferat iar contravaloarea lui nu va mai putea fi transferata catre utilizator.
 - Valoarea maxima a cashback-ului lunar acordat de Organizator unui utilizator, este de 600 lei.

5.2. Valoarea fiecărei recompense va fi indicată în Aplicatie fie în suma fixă, fie ca procent din valoarea cumparaturilor. Valoarea totală a recompenselor oferite Participantilor din Smart Market în urma

finalizarii campaniilor vor fi suportate de Organizatorul care a initiat campania (Comerciantul/ Partenerul sau Raiffeisen Bank).

5.3. Recompensele vor fi acordate de Organizator in termen de maxim 3 (trei) zile lucratoare de la data validarii eligibilitatii participantului si indeplinirii conditiilor campaniilor, cu exceptia campaniilor cu Regulament sau Act Aditional distinct, in care este mentionat alt termen si care va completa prezentul Regulament.

5.4. Valabilitatea recompenselor este cea inscrisa in Aplicatie, in detaliile aferente fiecarei recompense castigate.

5.5. Recompensele nu pot fi cedate de utilizatori altor persoane si nu pot fi inlocuite cu alte bunuri sau servicii.

5.6. In situatia descoperirii de catre Organizator a unei/ unor fraude sau fapte al caror scop este acela de a incasa recompensa, fara insa a indeplini integral conditiile mentionate in prezentul Regulament, in Termenii si conditiile Aplicatiei, sau in detaliile campaniilor si recompenselor din Aplicatie (de exemplu dar fara a se limita la acestea: tranzactia care a generat recompensa a fost anulata, livrarea sau primirea produselor comandate a fost refuzata/ anulata, produsul achizitionat a fost returnat, Banca sau utilizatorul au descoperit o fraudă), se va proceda dupa cum urmeaza:

- daca fapta este descoperita anterior acordarii recompensei, atunci Organizatorul are dreptul sa invalideze indeplinirea conditiilor campaniei si recompensa nu mai este acordata;
- daca fapta este descoperita ulterior acordarii recompensei, Organizatorul are dreptul sa solicite returnarea acesteia, iar Participantul se obliga sa restituie recompensa primita. In acest sens, Participantul fie permite accesul la contul bancar in lei sau contul Aplicatiei in care s-a oferit recompensa (permisiune acordata implicit prin acceptarea Termenilor

si conditiilor Aplicatiei), fie returneaza individual recompensa sau contravaloarea sa, conform indicatiilor primite de Organizator.

5.7. Organizatorul isi rezerva dreptul de a modifica prezentul Regulament oricand pe parcursul derularii Programului.

5.8. In cazul in care, in urma campanii nu se acorda tot stocul de premii, premiile ramase se vor intoarce in proprietatea organizatorului campaniei care le-a pus la dispozitie (Banca/ Partenerul).

SECTIUNEA 6. COMERCIANTII PARTENERI

6.1. Campaniile si ofertele disponibile in Aplicatie pot fi organizate de Raiffeisen Bank sau de Partenerii sai, pentru care acestia detin responsabilitatea deplina pentru Programul "Smart Market".

6.2. Cumparaturile la Comerciantii parteneri sunt guvernate de termenii comerciali aplicabili respectivelor campanii si industrii si/ sau de regulile si reglementarile aplicabile Comerciantilor parteneri si campaniilor lor.

6.3 Organizatorul isi declina responsabilitatea cu privire la calitatea produselor si/sau a serviciilor furnizate de Comerciantii parteneri prin Oferte sau cu privire la informatiile incluse in alte oferte publicate in Aplicatie, pe website-urile acestora si in ale materiale promotionale.

6.4 Reclamatiiile cu privire la un produs si/sau serviciu, precum si returul produselor sunt guvernate de regulile Comerciantilor parteneri. In situatia in care un participant returneaza un produs catre un Comerciant Partener in conformitate cu politica de returnari si de garantie a acestuia, se pot individualiza 2 situatii:

6.4.1 Participantul nu a primit recompensa, caz in care aceasta nu va mai fi oferita participantului; similar, daca tranzactia nu a condus la indeplinirea criteriilor in vederea accesarii recompensei, aceasta nu va putea fi accesata.

6.4.2 Participantul a primit recompensa, caz in care aceasta sau contravaloarea acesteia va fi returnata Organizatorului. In acest sens, Participatul fie permite accesul la contul bancar in lei sau contul Aplicatiei in care s-a oferit recompensa (permisiune acordata implicit prin acceptarea Regulamentului si Termenilor si conditiilor Aplicatiei), fie returneaza individual recompensa sau contravaloarea sa, conform indicatiilor primite de Organizator. Similar, daca tranzactia nu a condus la indeplinirea criteriilor in vederea primirii recompensei, aceasta nu va putea fi accesata si valorificata la Partener.

SECTIUNEA 7. INTREBARI SI RECLAMATII PRIVIND PROGRAMUL "SMART MARKET"

7.1. Pentru orice problema legata de Campaniile si recompensele ale c arui Titular este Banca, sau legate de functionarea Aplicatiei, utilizatorii ne pot contacta prin:

- o Apel la *2000 (numar cu tarif normal, apelabil din orice retea de telefonie mobila din Romania), disponibil 24/7.
- o Apel la 004.021.306.3002 (numar cu tarif normal, apelabil din orice retea, din Romania si din strainatate) disponibil 24/7.
- o Email la centrala@raiffeisen.ro

Un operator va fi disponibil pentru a raspunde intrebărilor utilizatorilor si clientilor (luni - vineri 8:00 - 22:00, sambata 9:00 - 17:30). In cazul in care solicitarea utilizatorilor necesita mai multe investigatii interne, Banca va inregistra sesizarea si va raspunde solicitarilor in maxim 45

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de zile. Daca cererea este inregistrata in afara orelor de program, de sarbatori nationale nelucratoare sau in weekend, operatorul o va prelucra incepand cu prima zi lucratoare.

7.2. Pentru orice problema sau neclaritate legata de campaniile, recompensele Partenerilor prezentate in Aplicatie, precum si de produsele/ serviciile achizitionate de la acestia (ex: primire recompensa, calitate produse/ servicii, retur, status comanda, status retragere din achizitie), utilizatorii trebuie sa se adreseze direct acestuia, conform SECTIUNII 6.

Daca totusi utilizatorul decide sa se adreseze Bancii cu privire la o nemultumire sau o neclaritate referitoare la unul dintre Comercianti, Banca va transmite solicitarea catre Comerciantul in cauza in vederea oferirii raspunsului, motiv pentru care Banca va fi nevoita sa transmita datele de contact ale utilizatorului catre Comerciant pentru identificarea acestuia, conform Politicii de Confidentialitate, sau va solicita Utilizatorului sa se adreseze Comerciantului. In toate aceste cazuri, raspunderea finala pentru a solutiona aceste cereri va fi a Comerciantului iar termenul de comunicare a raspunsului de catre Banca este de 45 de zile de la momentul inregistrarii ei.

SECTIUNEA 8. TAXE SI IMPOZITE AFERENTE

8.1. Organizatorul fiecărei campanii (Banca/ Partenerul) se obliga sa calculeze, sa retina, sa vireze si sa plateasca din suma bruta a fiecarui premiu acordat impozitul final datorat pentru veniturile din premii obtinute de fiecare Participant castigator, in conformitate cu prevederile Legii Nr. 227/2015 privind Codul Fiscal, cu modificarile si completarile ulterioare.

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8.2. Orice alte obligatii de natura fiscala sau de orice alta natura, in legatura cu acestea, sunt in sarcina exclusiva a Participantilor castigatori.

8.3. Prin simpla participare la Program si in Campaniile promotionale incluse in Program, Participantii castigatori declara ca sunt de acord cu mecanismul de impozitare aplicat de Organizator.

SECTIUNEA 9. LITIGII

9.1. Prin participarea la Program si in Campaniile promotionale incluse in Program, participantii sunt de acord sa respecte si sa se conformeze tuturor prevederilor, termenilor si conditiilor Aplicatiei si prezentului Regulament.

9.2. Eventualele neintelegeri aparute intre Organizatori si Participantii la Campanie se vor rezolva pe cale amiabila sau, in cazul in care aceasta nu va fi posibila, litigiile vor fi solutionate de instantele judecatoresti competente.

SECTIUNEA 10. INTRERUPEREA, MODIFICAREA SI SUSPENDAREA/ INCETAREA PROGRAMULUI

10.1. Organizatorul are dreptul de a modifica prezentul Regulament oricand pe parcursul derularii Programului, urmand ca modificarile sa fie actualizate in Aplicatia Raiffeisen Smart Market si pe site-ul www.raiffeisen.ro, cu minim 30 zile inainte.

Participarea la Programul Smart Market dupa perioada prevazuta la paragraful anterior prezuma acceptarea modificarilor de catre

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Participant, Regulamentul astfel modificat fiind opozabil și pe deplin aplicabil acestuia.

Banca are dreptul să decida în orice moment suspendarea sau încetarea Programului, decizie ce va fi comunicată cu cel puțin 30 de zile înainte de data încetării, iar anunțul va fi afișat pe site-ul www.raiffeisen.ro

10.2. Organizatorul nu este răspunzător față de Utilizatori pentru neîndeplinirea oricărei obligații în cazul intervenției unui caz de forță majoră/ caz fortuit și în general, în cazul unui eveniment care este dincolo de controlul său, cât și pentru modul de operare, de conexiunea altor rețele naționale și/sau străine și pentru consecințele activităților și acțiunile lor în general. Caz de forță majoră/ de caz fortuit poate fi, de exemplu dar nu limitativ: stare de război (fie declarat sau nu), conflict armat, revoluție, insurecție, acțiuni sau amenințări militare sau teroriste, sabotaj, tulburări civile, greve sau alte acțiuni în câmpul muncii, legi, regulamente, decizii sau directive, catastrofe naturale, cutremur, incendiu, explozie, tulburări solare sau meteorologice, pandemii, urgențe publice sau orice altă întâmplare, care este dincolo de controlul Bancii. Într-un astfel de caz, Organizatorul va anunța Participanții prin intermediul Raiffeisen Smart Market și pe site-ul www.raiffeisen.ro, cu minim 24 (douăzeci și patru) de ore înainte de suspendarea/ încetarea efectivă sau, dacă acest lucru nu este posibil, cel mai târziu, la data suspendării/ încetării Programului.

10.3. În orice situație de forță majoră sau caz fortuit care împiedică sau întârzie, total sau parțial, executarea Regulamentului și continuarea Programului, Organizatorul va fi exonerat de răspunderea privind

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indeplinirea obligatiilor sale pentru perioada in care aceasta indeplinire va fi impiedicata.

SECTIUNEA 11. PRELUCRAREA DATELOR PERSONALE. UTILIZAREA TEHNOLOGIEI SIMILARE COOKIE-URILOR

Banca prelucreaza datele cu caracter personal ale Participantilor conform celor descrise in cadrul Politicii de confidentialitate a Smart Market, disponibila Utilizatorilor in procesul de inrolare in Smart Market si ulterior, in cadrul Aplicatiei, precum si la urmatorul link: <https://www.raiffeisen.ro/persoane-fizice/in-sprijinul-tau/sfaturi-utile/smart-market-ghid/politica-confidentialitate/>

Smart Market utilizeaza o tehnologie similara cookie-urilor (SDK), astfel cum se descrie in cadrul Politicii de cookies, disponibila Utilizatorilor in procesul de inrolare in Smart Market si ulterior, in cadrul Aplicatiei, precum si la urmatorul link: <https://www.raiffeisen.ro/doc/smart-market-politica-utilizare-sdk.pdf>

SECTIUNEA 12. CONTESTATII

Cererea scrisa a Participantilor la Program si campaniile din Program, in vederea sesizarii cu privire la nerespectarea prevederilor prezentului Regulament (in legatura cu acordarea Recompensei) trebuie transmisa la adresa de email centrala@raiffeisen.ro in termen de maxim 30 zile calendaristice dupa incheierea campaniei, orice sesizare in acest sens, depusa dupa trecerea termenului de mai sus, nu va fi luata in considerare. Intervalul urmator de 45 zile calendaristice de la primirea

sesizarii este destinat solutionarii eventualelor contestatii care ar putea fi formulate conform celor mentionate anterior.

SECTIUNEA 13. ALTE REGLEMENTARI

13.1 Regulamentul Campaniei este disponibil pe intreaga perioada de desfasurare a Programului cu titlu gratuit, in Aplicatia Raiffeisen Smart Market si pe <https://www.raiffeisen.ro/doc/smart-market-regulament.pdf>

13.2. In caz de tentativa sau fraudă a sistemului, abuz sau orice acte indreptate impotriva si la adresa Organizatorului sau a Partenerilor acestuia, Organizatorul isi rezerva dreptul de a lua toate masurile necesare pentru remedierea situatiei si tragerea la raspundere in conditiile legii a celor vinovati, inclusiv dar fara a se limita la descalficarea participantilor din Program.

13.3. Organizatorul nu isi asuma raspunderea pentru imposibilitatea participarii in Program sau la campaniile din Aplicatie, din cauza unor erori de software sau datorita unor cauze care nu depind direct de Organizator, cum ar fi defectiuni tehnice ale furnizorului de servicii de internet, defectiuni tehnice legate de dispozitivul detinut de utilizator etc.

13.4. Organizatorul nu isi asuma raspunderea pentru campaniile, ofertele si produsele/serviciile oferite de Participantii Comercianti inclusi in Program.

13.5. Organizatorul va lua toate masurile necesare pentru desfasurarea Programului si Campaniilor in conditiile normale conform celor prezentate, insa nu isi asuma raspunderea pentru eventualele nemulumiri sau contestatii.

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13.6. Organizatorul nu va fi responsabil pentru nicio pierdere, dauna, prejudiciu direct sau indirect pe care acesta sau utilizatorul nu a putut să o prevadă în limite rezonabile la data la care utilizatorul a început să folosească Aplicația sau care se află sub controlul Organizatorului. Totodată, Organizatorul nu va fi responsabil de prejudicii rezultate din executarea unor plăți neautorizate generate de expunerea dispozitivului mobil al utilizatorului la viruși și/sau alte aplicații/ programe, precum și de furtul acestuia.

13.7. De asemenea, Organizatorul nu va fi responsabil pentru următoarele pierderi/ daune: nicio pierdere sau dauna morală sau patrimonială, cauzată de nerespectarea Regulamentului și Termenilor și condițiilor; pierderea sau coruperea conținutului datelor utilizatorului, dacă pierderea sau coruperea respectivă nu este cauzată de Banca sau nu se află sub controlul acesteia.

REGULATION OF THE SMART MARKET PROGRAMME

SECTION 1. ORGANIZER AND OFFICIAL REGULATION OF THE PROGRAMME

- 1.1. The **"SMART MARKET" programme** is organized and implemented by **RAIFFEISEN BANK S.A.**, a company managed under a dual-tier system, Romanian legal entity, with the seat in Bucharest, Sky Tower Building, 246C Calea Floreasca, District 1, postal code 034476, entered in the Banking Register under no. RB-PJR-40-009/1999, order number in the Trade Register J 40/44/1991, Single Code of Registration 361820, registration code for tax VAT purposes RO361820, with a share capital of 1,200 mil. fully paid-up, duly represented by **Doina Matei** as Marketing Manager and by **Bogdan Abrudan** as Retail Business Development Manager, hereinafter referred to as "Bank" or "Organizer".
- 1.2. **The "SMART MARKET" program** is intended to a given category of Raiffeisen Bank clients, as these are identified by the Organizer (defined below) in SECTION 3 PARTICIPATION CONDITIONS. The programme allows the participants to obtain cashback or other discounts (such as vouchers/discount codes, points or prizes) for their purchases made in Application for the products of Raiffeisen Bank or of the partners that signed up for the **"SMART MARKET" Programme** that post Offers (as defined below).
- 1.3. By taking part in the **"SMART MARKET" Programme**, Participants hereby declare that they shall comply with the terms and conditions of this Official Regulation (hereinafter referred to as "Regulation") and the applicable law, according to the provisions thereof, and confirm the mandate given to the Organizer.
- 1.4. The Regulation is supplemented by the provisions of the Terms and Conditions of the Smart Market application, the Smart Market

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Privacy Policy, the Smart Market Cookie Policy, as well as of the Retail Banking General Conditions signed with Raiffeisen Bank.

1.5. The Regulation is available free of charge to any Participant in the Raiffeisen Smart Market Application, in any unit of the Bank, at request, during the displayed public working hours, as well as at <https://www.raiffeisen.ro/doc/smart-market-regulament.pdf> /

SECTION 2. IMPLEMENTATION AREA AND PERIOD

2.1 The Programme is run exclusively via the Raiffeisen Smart Market Mobile Application (hereinafter referred to as the "**Application**").

2.2 The Programme is open-ended. The Bank has the right to decide at any time to terminate the Programme, which decision shall be given notice of to Users at least 30 days before the effective termination date, by email, text message, Application notice or on the website www.raiffeisen.ro.

After the end of the Programme, the benefits thereof can no longer be enjoyed even when the conditions laid down hereunder are met.

2.3 At the Organizer's discretion, the Programme may be advertised for public information, including through advertising and/or information materials. The information such materials could contain shall be against the provisions of this Regulation.

SECTION 3. PARTICIPATION CONDITIONS

For register with the **Smart Market Programme**, participants are required to cumulatively meet the following conditions (hereinafter referred to as the "Participant"):

Raiffeisen Bank S.A. • Administrația Centrală • Clădirea Sky Tower, Calea Floreasca nr. 246 C, sector 1, București • Cod 014476 • România • Telefon: +40 21 306 1000 • Fax: +40 21 230 0700 • E-mail: centrala@raiffeisen.ro • www.raiffeisen.ro • C.U.I. 361820 • Număr de înregistrare în Registrul Comerțului J40/44/1991 • Identificator unic la nivel european (EUID) ROONRC.J40/44/1991 • Număr de înregistrare în Registrul Bancar RB-PJR-40-009/1999 • Decizia ASF nr. A/75/30.01.2014 completată de Decizia ASF nr. A/239/27.03.2014, înregistrată în Registrul Public al ASF sub nr. PJR01INCR/400009 • Înregistrată în Registrul ANSPDCP de evidență a prelucrărilor de date cu caracter personal cu nr. 1967 pentru scopul activității bancare și cu nr. 189 pentru scop de marketing, reclamă și publicitate • Cod de înregistrare fiscală RO361820 • Capital Social 1.200 mil. Lei • Societate administrată în sistem dualist • Cod BIC RZBRROBU • Raiffeisen Direct: *2000, cu tarif normal în rețelele Vodafone, Orange, Telekom România Mobile.

For English, please scroll down

- a) Is a retail client of Raiffeisen Bank registered/entered in the Bank's systems
- b) Is the holder of at least one current account with an active debit card or an active credit card issued by the Bank;
- c) Has turned the age of 18 on the date of signing up for the Application;
- d) Holds an active unblocked account of the Raiffeisen Online or Smart Mobile service;
- e) Has their data updated and approved data in the Bank's systems (updated KYC);
- f) Downloads the latest version of the Raiffeisen Smart Market Application from App Store or Google Play Store, on the their mobile device:
 - connected to Internet
 - without root access or jailbreak
 - secured by Screenlock with PIN or password and/or biometrics
 - with an iOS or Android operating system (the compatible version of the operating system is indicated on the Bank's website, Smart Market page);
- g) signs up for the Application, undergoing the steps needed (reading the Privacy Policy and the Cookie Policy, entering the email address and the last 3 digits of the mobile phone declared to the Bank, filling in the OTP code received by text message on the phone number declared to Bank, and confirming that they have read and agreed to the Terms and Conditions of the Application), and receives the confirmation message that their account has been successfully created in Smart Market;
- h) Complies with the Smart Market Terms and Conditions available at the time of signing up, as well as in the Application's settings.

SECTION 4. MECHANICS FOR PARTICIPATING IN THE CAMPAIGNS AVAILABLE IN THE APPLICATION

4.1. In order to take part in a campaign and earn Rewards, a client is required to cumulatively meet the following conditions:

- a. Signs up for the Application following the method described at paragraph 3.g.
- b. Signs up for a campaign published in the Application, subject to the specific conditions of the said campaign described in this Regulation and in the details of the campaign available in the Application; in this regard, they activate the campaign by clicking on the "Activate" button, which generates the client's registration with the campaign and movement of the campaign in "My Campaigns" section where its status and progress can be followed up;
- c. Meets the conditions of the campaign described in the Application, depending on the mechanics detailed at paragraph 4.3
- d. Having been automatically validated as meeting the campaign's conditions, the Participant receives the reward in their Smart Market account and can view it in the "My Rewards" section, depending on its type: cashback, voucher, points or prize (as detailed in SECTION 5).

4.2. Participants can benefit from campaigns and offers organized and rewarded by:

- The Bank - for its financial and banking products and services
- Partners - for their respective products and services, pursuant to SECTION 6. The full list of partners is available at <https://www.raiffeisen.ro/doc/smart-market-parteneri.pdf>

4.3. Mechanics of the campaigns available in Raiffeisen Smart Market:

a) Campaigns with Rewards awarded instantly:

- The Participants who are eligible for the campaign can view it in "Discover" section;
- They can click thereon to view the details and the detailed terms that supplement this Regulation;
- They activate it by clicking on the "Activate" button during the campaign's period and subject to availability (by activating it, the campaign disappears from "Discover" section, but this can be still viewed in "My Campaigns - "Completed" section until the expiry of the campaign's validity term);
- They receive the Reward instantly, and view it in the "My Rewards" section;
- Optionally, when they have consented to receiving push notifications as described in the Smart Market Terms and Conditions and the Privacy Policy, they shall receive a notification advising them when they have the reward;
- They use the reward pursuant to SECTION 5 below and the conditions indicated in its details in the Application.

b) Campaigns with rewards guaranteed by a trading/purchase conditions

The campaign-eligible participants:

- View it in "Discover" section;
- Can click thereon to view the details and the detailed terms that supplement this Regulation;
- Activate it by clicking on the "Activate" button (by activating it, the campaign disappears from "Discover" section, but this can be

still viewed in "My Campaigns" – „Active" section where they can follow up on its status and progress);

- Meet the campaign's conditions, as described in its details in the Application: Perform one or more transactions or purchase a product participating in the campaign, according to its conditions, during the validity period of the campaign and subject to the reward availability;

Once the condition has been validated in the Bank's systems, the campaign status is updated in the Application in "My Campaigns" section; also, the Participants receive the campaign reward - "voucher", "cashback" or "points" and can view it in "My Rewards" section;

- Optionally, when they have consented to receiving push notifications as described in the Smart Market Terms and Conditions and the Privacy Policy, they shall receive a notification on their phone advising them when they have the reward;
- Benefit of, and use, the Reward pursuant to SECTION 5 below and the conditions indicated in its details in the Application, subject to the availability of the prizes reference is made to in the campaign's details.

c) Campaigns with raffled prizes

The campaign-eligible participants:

- View it in "Discover" section;
- Can click thereon to view the details and the detailed terms that supplement this Regulation;
- Enter the raffle by clicking on the "Activate" button (by activating it, the campaign disappears from "Discover" section in "My Campaigns" – „Active" section, where they can follow up on its status and progress);

For English, please scroll down

- If applicable, meet the campaign's conditions, as described in its details in the Application: Perform one or more transactions or purchase a product participating in the campaign, according to its conditions, during the validity period of the campaign.
- In the end of the campaign's period, all eligible participants who met the conditions of the campaign automatically enter the raffle and winners are drawn according to the Campaign's Regulation that supplements this General Regulation. The date and details of the raffle shall be made known the campaign's details in the Application.
- The drawn winners shall be announced by phone by the Raiffeisen Bank call center or via the Application/email/ text message, when they are provided information about how they can collect their prize.
- Benefit of, and use, the Reward pursuant to SECTION 5 below and the conditions indicated in its details in the Application.
- For these campaigns, the current Regulation shall be supplemented with the mechanics and the Regulation specific to that, as displayed in the Application.

d) Member Get Member campaigns:

- Each Raiffeisen Bank client/Smart Market Participant is automatically assigned an UNIQUE NUMERIC CODE to be used to make an invitation to the *Smart Market Programme*, visible in "My Profile" section, during the time period when the Bank organizes such a campaign
- The User accesses "My Profile", "Invite Your Friends" section
- They view their unique invitation code and forward it to one or more friends during the campaign's period:

For English, please scroll down

- either by selecting the desired submission channel from the list displayed according to the phone's operating system (by text message, email, social media, etc.);
- either by copying the Code and sending it manually on the desired channel, outside the Application (e.g.: email, text message, iMessage, social media, etc.).
- The friend/person invited receives the unique code directly from the User, together with a link the Application can be downloaded from
- The invitee downloads the Application (or opens it when they have already downloaded it, but not signed up for it), and signs up according to SECTION 3.G., during the validity terms of "Invite a friend" Campaign, the term made known in this regard, - before the end of the running month or according to the instructions in Application, when this is different.
- In the last step of the sign up process, in "Do you have an invitation code?" screen, they enter the unique Code received and validate it (pay attention that this is the only time/screen when/where they can enter this code in the Application).
- If the code is correct and the sign up process is successfully completed, both users shall automatically receive 50 points into their respective Smart Market accounts (meaning both the invitee and the user who invited them using the same code); they shall be notified by means of a push message, provided that they have opted in to receive push notifications.
- When the unique code entered is not validated as correct, the user shall receive an error message and can try to re-enter it.

An user is not set any limit as to the number of friends they can send the invitation Code to.

The unique invitee code can be used and entered only one time by a client and only in the end of the sign up enrolment flow, in "Do you have

For English, please scroll down

an invitation code?" screen. When the newly registered user does not enter it in this screen, they no longer have the possibility to enter it later and, as such, neither them, nor the participating user who invited them shall receive the reward.

Specific information about the reward received by each of the two users shall be included also in the Application under "Member Get Member" function. Should additional terms be applicable to "Member Get Member" function, these shall be included in the Smart Market Application.

The validity period of the invitation code once received (which a client can use it to sign up to receive the reward), as of the time when they received it via text message/email/other channels as described above, shall be until the last day of the month, or as indicated in the Regulation and in the Application. Should this code not be used and validated for signing up during that period, this shall expire, and neither the invitee, nor the inviting user shall collect the reward.

e) Loyalty campaigns

The Bank can organize client customer loyalty campaigns, with instant prizes, on certain occasions/events. Thus, the users:

- View the campaign directly in "My Campaigns" - "Completed" section until the expiry of the campaign's validity term;
- They receive the Reward instantly, and view it in the "My Rewards" section;
- Optionally, when they have consented to receiving push notifications as described in the Smart Market Terms and Conditions and the Privacy Policy, they shall receive a notification advising them when they have the reward;

For English, please scroll down

- Use the reward pursuant to SECTION 5 and the conditions indicated in its details in the Application.

SECTION 5. REWARD VALIDATION AND GRANTING

5.1. Each Participant who meets the conditions laid down in SECTIONS 3 and 4 of this Regulation is automatically entered in the Promotional Campaigns they activated and shall be awarded prizes once they are validated as meeting the conditions in SECTION 4, depending on the type of the reward awarded in that campaign:

5.1.1. Smart Market Points:

These are the loyalty points earned by the users of the Application who successfully complete a Raiffeisen campaign awarding this type of reward, according to the mechanics described in SECTION 4; its amount can be viewed in "Rewards" section.

The value of one Smart Market point is RON 1. These points are valid and can be only used in the Smart Market Application, as follows:

- Each campaign awarding points that has been successfully completed by an user brings them the amount of points set out in the mechanics and the campaign's details in the Application;
- Users can earn more points by successfully completing more campaigns, and can view their balance and history in "Rewards" and "My Profile" screens;
- In order to redeem the points collected in the Application, the user is required to reach one of the 4 available thresholds: 50 points, 100 points, 300 points or 500 points;
- When they reach one of the 4 thresholds above, they can opt to redeem their points for one of the special vouchers available, selecting the option "Redeem" points in "My profile" or "Rewards"

section/"Points" tab, and choosing the eligible vouchers for each threshold, subject to their availability, as follows:

- Threshold 1 (50 points): 1 x RON 50 voucher with one of the Merchants available in this section, subject to their availability;
- Threshold 2 (100 points): 1 x RON 100 voucher with one of the Merchants available in this section; or any combination of 2 x RON 50 vouchers above, summing up RON 100, subject to their availability;
- Threshold 3 (300 points): 1 x RON 300 voucher with one of the Merchants available in this section; or any combination of vouchers of those at paragraphs 1 or 2 above, summing up RON 300, subject to their availability;
- Threshold 4 (500 points): 1 x RON 500 voucher with one of the Merchants available in this section; or any combination of vouchers of those at paragraphs 1, 2 or 3 above, summing up RON 500, subject to their availability.
- Having expressed their choice and confirmed redemption of the points for the desired voucher(s), the user can view their voucher(s) in "Rewards" section/"Vouchers" tab, and use them with the partners who issued them, as described in SECTION 5.1.2.

Conditions for offering and using the points:

The amount of the Points shall only be validated and calculated if the following conditions are met:

- All Campaign terms written in the Regulation and Campaign details are observed;
- When a trading condition is applicable, it shall be checked whether the amount was paid with the Card eligible for the Points-awarding Campaign, the holder of which is the User;

- Whether the Reward-generating transaction has been settled, has not been cancelled/rendered invalid, the products have not been returned, or their delivery has not been refused by the User or Merchant.
- Whether the Reward-awarding transaction was performed for full payment of the purchased products/services; the Reward does not apply in case of partial payments made by Users (e.g.: a partial payment made with the Campaign-eligible Card the holder of which is the User, etc.), or the products/services that fall outside the promotion, according to the Regulations and the Campaign's details displayed in the Application.
- The User may not claim the cash consideration of the Points, nor can they use them outside the Smart Market Application;
- Points cannot be transferred;
- When settlement of transactions entitling to the Reward is delayed, Reward registration, validation and transfer shall be subject to the same delay;
- The validity term of the points is written in the Application, in the details about the points offered in campaigns
- When the Smart Market Programme is closed, the Smart Market account is closed by the user/the Bank or the points expire, the points collected in the Smart Market virtual account can no longer be used and their cash consideration shall not be transferable to the user.

5.1.2. Vouchers:

There are electronic coupons/vouchers, which the users of the Application who successfully complete a voucher-awarding Campaign receive according to the mechanics described in SECTION 4 and which can be viewed or downloaded to the mobile device, in "Rewards" section.

For English, please scroll down

These contain the following information: the campaign further which this was awarded, user conditions (validity period, locations or Merchants it can be used with, special terms), amount; optionally it can also contain an identification element for their recognition by Merchants (barcode/numeric code/QR code).

The vouchers available in the Application can be of several types and, as such, are subject to different mechanics:

a) Voucher with discount:

The amount of the voucher earned shall be that indicated in the Application, in the details of the campaign's mechanics and the reward/voucher earned; this can be expressed in an absolute amount in RON, or as a percentage to be subtracted from the amount of the purchase it applies to.

To use a voucher and receive a reward, an user is required to take the following steps:

- Receipt of the voucher further to successful completion of a Voucher-awarding Campaign and/or redeeming a number of Points held for an available Voucher (pursuant to SECTION 5.1.1), during its validity period and subject to the availability of the Rewards.
- View the details of the voucher in "Rewards" section >> "VOUCHERS" >> "Active"
- Opening the electronic Voucher by clicking on its banner (from the section "Rewards" >>"Vouchers">>"Available") and possibly downloading the Voucher in .pdf on their mobile device:
 - Optional function - for barcode/numeric/QR code vouchers;
 - Mandatory access and view/download function - for Vouchers without barcode/numeric/QR code, which instead of

- this code, in the details screen, displays the icon specific to .pdf files and the "Open Voucher" button;
- Using it in the next visit/transaction to the Merchant offering the Voucher, during the validity term of the Voucher and subject to the terms indicated in its details - when this can only be used in a physical location/physical store:
 - For a barcode/numeric/QR code voucher: displaying to the seller/representative the Voucher in the Application 2 (section "Rewards" >> "Vouchers" >> "Available">> Voucher details) or from the phone, if previously saved; printing out or sending of the Voucher is not necessary; however, the code must be visible and legible by the seller/scanning system;
 - For a Voucher type .pdf without barcode/numeric/QR code: displaying to the seller/representative the .pdf Voucher in the Application (section "Rewards" >> "Vouchers" >> "Available" >> Voucher details >> "Save Voucher" button) or from the phone, if previously saved; printing out or sending of the Voucher is not necessary; however, the code must be visible and legible by the seller's/Merchant's scanning system;
 - Or using it in the next online transaction/purchase/online application on the website of the Merchant offering the Voucher, during the validity term thereof
 - when this case be used only online, on the Merchant's website:
 - For a barcode/numeric/QR code voucher: entering the code on the voucher; printing out or sending the Voucher is not necessary;
 - For a .pdf type Voucher with barcode/numeric/QR code written on it: entering the code written on the .pdf Voucher in the Application in the specific filed on the Merchant's website (section "Rewards" >> "Vouchers" >> "Available" >> Voucher

- details) or from the phone, if previously saved; printing out or sending of the Voucher is not necessary;
- For a Voucher type .pdf without barcode/numeric/QR code written thereon: using it on the Merchant's website, according to the instructions and scheme to that Merchant, written in the Voucher's details;
- Receiving the Reward as a (fixed or percentage) discount from the respective transaction/purchase made with the Merchant, according to the information written on the Voucher and in the Regulation.

b) **Voucher with free prize/benefit**

The amount of the voucher earned shall be that indicated in the Application, in the details of the campaign's mechanics and the reward/voucher earned.

To use a voucher and receive a reward, an user is required to take the following steps:

- Receiving the Voucher further to successful completion of a **Voucher**-awarding Campaign, during its validity period and subject to the availability of the Rewards.
- View the details of the voucher in "Rewards" section >> "VOUCHERS" >> "Active"
- Opening the electronic Voucher by clicking on its banner (from the section "Rewards" >>"Vouchers">>"Available") and possibly downloading the Voucher in .pdf on their mobile device:
 - Optional function - for barcode/numeric/QR code vouchers;
 - Mandatory access and view/download function - for Vouchers without barcode/numeric/QR code, which instead of this code, in the details screen, displays the icon specific to .pdf files and the "Open Voucher" button;
- Using it in the next with to the Merchant offering the Voucher, during the validity term of the Voucher and subject to the terms

indicated in its details - when this can only be used in a physical location/physical store/Raiffeisen agency:

- For a barcode/numeric/QR code voucher: displaying to the seller/representative of the Partner or the Bank the Voucher in the Application (section "Rewards" >> "Vouchers" >> "Available" >> Voucher details) or from the phone, if previously saved; printing out or sending of the Voucher is not necessary; however, the code must be visible and legible by the seller/scanning system;
- For a Voucher type .pdf with or without barcode/numeric/QR code: displaying to the seller/representative of the Partner or the Bank the Voucher in the Application (section "Rewards" >> "Vouchers" >> "Available">> Voucher details >> "Save Voucher" button) or from the phone, if previously saved; printing out or sending of the Voucher is not necessary; however, the code must be visible and legible by the seller/the scanning system of the Partner/the Bank;
- Or using it in the next online visit to the website of the Merchant offering the Voucher, during the validity term thereof - when this case be used only online, on the Merchant's website:
 - For a barcode/numeric/QR code voucher: entering the code on the voucher; printing out or sending the Voucher is not necessary;
 - For a .pdf type Voucher with barcode/numeric/QR code written on it: entering the code written on the .pdf Voucher in the Application in the specific filed on the Merchant's website (section "Rewards" >> "Vouchers" >> "Available" >> Voucher details) or from the phone, if previously saved; printing out or sending of the Voucher is not necessary;
 - For a .pdf type Voucher without barcode/numeric/QR code written on it: using it on the Merchant's website, according to

the instructions and scheme to that Merchant, written in the Voucher's details;

- Receiving the reward as prize or free product/service, according to the information written on the Voucher and provided, optionally, in a supplementary addendum;

Conditions for receiving and using the vouchers:

- The use of voucher and the code must be in compliance with the conditions and instructions written in the Voucher's details and the Regulation;
- The voucher shall be used directly with the Partner, unless the voucher indicates otherwise. Transactions performed by a company intermediating the sale of the respective products and/or services shall not entitle to the amount of the Voucher (e.g.: offer aggregators, agencies/companies intermediating the services of the Partner, etc.).
- Vouchers must be used before their respective expiry date written thereon or shown in the screen with their details.
- Vouchers cannot be transferred to other persons.
- Users may not claim their consideration in cash.
- The Voucher shall be validated and granted only subject to the following conditions:
 - All Campaign terms written in the Regulation and Campaign details are observed.
 - When a trading condition is applicable, it shall be checked whether the amount was paid with the card eligible for the Campaign, the holder of which is the User.
 - Whether the Reward-generating transaction has been settled, has not been cancelled/rendered invalid, the products have not been returned, or their delivery has not been refused by the User or Partner.

For English, please scroll down

- Whether the Reward-awarding transaction was performed for full payment of the purchased products/services; the Reward does not apply in case of partial payments made by Users (e.g.: a partial payment made with the Campaign-eligible card the holder of which is the User, etc.), or the products/services that fall outside the promotion, according to the Regulations and the Campaign's details displayed in the Application.
- When settlement of transactions entitling to the Reward is delayed, Reward registration, validation and transfer shall be subject to the same delay.
- When, during the time when a campaign is activated or completed, and the time when the reward is received, the Smart Market Programme is closed or the Smart Market account is closed by the user/the Bank, the related vouchers or their consideration can no longer be transferred to the user.

5.1.3. Cashback:

It is the Reward obtained further to successful completion of a Cashback-awarding Campaign pursuant to SECTION 4, after which the User shall receive back the amount of money related to the Campaign, as described in its details in the Application.

The amount of the Cashback shall be that indicated in the Application, in the details of the campaign's mechanics and the reward earned. This can be expressed in an absolute amount in RON or as a percentage of the amount of the transaction eligible for this reward.

To receive a cashback reward, the following steps must be cumulatively completed:

For English, please scroll down

- Successful completion of a Cashback-awarding Campaign, during its validity period and subject to the availability of the Rewards.
- Validation and settlement of the Cashback-awarding transaction.
- Receiving the virtual cashback in the user's Smart Market account, which can be viewed in "Rewards" section/"Cashback" tab (where the user can see the history of received cashback, as well as the total balance of the then virtual cashback due to be transferred into the current account)
- No later than the fourth working day of each month, the value accrued by the user in their virtual cashback account until the last calendar day of the previous month shall be automatically transferred into their current account in RON having attached a debit card opened with Raiffeisen Bank.
- When the Cashback is transferred into the User's current account, the Cashback balance in the Application (the "Rewards" or "My Profile" screen) shall be adjusted by subtracting the amount transferred in the current account
- The amount of the Cashback Rewards shall only be validated and calculated if the following conditions are met:
 - All Campaign terms written in the Regulation and Campaign details are observed.
 - The amount is paid with the Card eligible for the Cashback Campaign, the holder of which is the User, and is settled on the Cashback calculation and validation date
 - Whether the Reward-generating transaction has not been cancelled/rendered invalid, the products have not been returned, or their delivery has not been refused by the User or Merchant.
 - Whether the Reward-awarding transaction was performed for full payment of the purchased products/services; the

Reward does not apply in case of partial payments made by Users (e.g.: a partial payment made with the Campaign-eligible card the holder of which is the User, etc.), or the products/services that fall outside the promotion, according to the Regulations and the Campaign's details displayed in the Application.

- In order to transfer the earned Cashback, by accepting the Terms and Conditions, the User allows access and crediting of their bank account in RON, having attached a debit card, the holder of which they are (the most recent account of this type, opened with the Bank). At the time when the Cashback is transferred into this account, its crediting and accessing must be allowed, otherwise the Cashback shall not be transferred and shall be cancelled (the Bank shall make only one attempt to credit the Client's account).
- The Cashback is nominal and belongs to the User as individual. This means that they may not indicate persons or bank accounts, other than those above, for the Cashback transfer.
- When settlement of transactions entitling to the Reward is delayed, Reward registration, validation and transfer shall be subject to the same delay.
- When the Smart Market Programme is closed, the Smart Market account is closed by the user/the Bank or the current account eligible for Cashback is closed the virtual Cashback accrued in the Smart Market virtual account can no longer be transferred, and its consideration shall not be transferred to the user any longer.
- The maximum amount of the monthly cashback granted by the Organizer to a user is RON 600.

5.2. The amount of each reward shall be indicated in the Application either as a fixed amount or as a percentage of the amount of the purchases. The total amount of the rewards offered to the Smart Market Participants after completion of the campaigns shall be borne

For English, please scroll down

by the Organizer that initiated the campaign (Merchant /Partner or Raiffeisen Bank)

5.3. The rewards shall be granted by the Organizer within maximum 3 (three) working days of the date when participant's eligibility and compliance with the conditions of the campaigns are validated, save for the campaigns with a stand-alone Regulation or Addendum which sets out a different term and supplements this Regulation.

5.4. The validity of the rewards is the that shown in the Application, in the details related to each reward earned.

5.5. Rewards may not be assigned by the users to any other persons and may not be replaced by other goods or services.

5.6. Should the Organizer finds any fraud or acts intended to collect the reward without meeting all the conditions laid down in this Regulation, in the Terms and Conditions of the Application, or in the details of the campaigns and rewards in the Application (for instance, but not limited to: the Reward-awarding transaction was cancelled, its delivery was refused, or the purchased product was returned; the product purchased was returned; the Bank or the user discovered a fraud), it shall be proceeded as follows:

- when the act was discovered before granting the reward, then the Organizer has the right to invalidate compliance with the campaign's conditions and the reward shall no longer be awarded;
- when the act is discovered after granting the reward, the Organizer has the right to claim its return, and the Participant undertakes to return the reward thus received. In this regard, the Participant shall either allow access to their back account in RON or the account of the Application the reward was offered to (a permission which is implicitly granted by accepting the Terms

For English, please scroll down

and Conditions of the Application), or return the reward or its consideration, according to the Organizer's instructions.

5.7. The Organizer reserves the right to amend this Regulation at any time during the Programme's implementation.

5.8. When, further to a campaign, the entire inventory of prizes is not awarded, the remaining prizes shall return to the property of the campaign's Organizer that made them available (the Bank/Partner).

SECTION 6. MERCHANT PARTNERS

6.1. The campaigns and offers available in the Application can be organized by Raiffeisen Bank or by its Partners, in respect of which the latter are fully responsible under the Smart Market Programme.

6.2. The purchases made from Partners are governed by the commercial terms applicable to those campaigns and industries and/or the rules and regulations applicable to the Merchant Partners and their campaigns.

6.3 The Organizer disclaims any liability for the quality of the products and/or services provided by the Partner through Offers or for the information included in other offers published in the Application, on their websites and in their promotional materials.

6.4 Any complaints concerning a product and/or service, as well as product returns are governed by the rules of the Partners. When a participant returns a product to a Partner in accordance with the latter's return and warranty policy, two situations can be identified:

For English, please scroll down

6.4.1 The Participant has not received the reward, in which case this shall no longer be offered to the participant; similarly, if the transaction did not lead to meeting the criteria to access the reward, this shall not be accessible.

6.4.2 The participant has received the reward, in which case this or its consideration shall will be returned to the Organizer. In this regard, the Participant shall either allow access to their back account in RON or the account of the Application the reward was offered to (a permission which is implicitly granted by accepting the Regulation and the Terms and Conditions of the Application), or return the reward or its consideration, according to the Organizer's instructions. Similarly, if the transaction did not lead to meeting the criteria to receive the reward, shall will not be accessible and used with the Partner.

SECTION 7. QUESTIONS AND COMPLAINTS ABOUT THE SMART MARKET PROGRAMME

7.1 For any matters related to the Campaigns and Rewards the Holder of which is the Bank, or in connection with operation of the Application, users can contact us by:

- Calling *2000 (charged the normal rate applicable in any network, in Romania) available 24/7.
- Calling 0040213063002 (charged the normal rate applicable in any network, in Romania and abroad) available 24/7.
- E-mail to centrala@raiffeisen.ro

An operator shall be available to answer the questions of Users and Clients (Monday - Friday 08:00 AM - 10:00 PM, Saturday 09:00 AM - 05:30 PM). If an user's request requires additional internal investigations, the

For English, please scroll down

Bank shall register the report and respond thereto in not more than 45 days. If the request is filed outside the working hours, on non-working national holidays or on weekends, the operator shall process it starting with the first working day.

7.2. For any issue or ambiguity related to the campaigns, the rewards of the Partners presented in the Application, as well as the products/services purchased therefrom (e.g.: reward collection, product/service quality, returns, order status, purchase withdrawal status), they are required to approach the Merchant concerned directly, pursuant to SECTION 6.

However, when the User decides to report to the Bank a complaint or ambiguity regarding one of the Merchants, the Bank shall forward this to the Merchant concerned for the latter to come up with an answer; this shall require the Bank to disclose the contact date of the User to the Merchant for their identification, according to the Privacy Policy, or shall direct the User to approach the Merchant. In all these cases, the ultimate responsibility for settling these requests shall rest with the Merchant, which has available 45 days of their registration to come up with an answer.

SECTION 8. RELATED TAXES AND DUTIES

8.1. The Organizer of each campaign (the Bank/Partner) undertakes to calculate, withhold, transfer and pay, from the gross amount of each prize awarded, the final tax on prize income obtained by each winning Participant, in accordance with the provisions of Law no. 227/2015 on the Tax Code, as subsequently amended and supplemented.

8.2. Any other tax or other liabilities in connection therewith rest exclusively with the winning Participants.

For English, please scroll down

8.3. By simply taking part in the Programme and in the Promotional Campaigns included in the Programme, the winning Participants hereby declare that they agree with the taxation mechanism applied by the Organizer.

SECTION 9. DISPUTES

9.1. By taking part in the Programme and in the Promotional Campaigns included in the Programme, the Participants hereby agree to abide by, and comply with, all the provisions, terms and conditions of the Application and this Regulation.

9.2. The potential disagreements occurred between Organizers and the Participants in the Campaign shall be settled amicably or, failure this, shall be referred for settlement to the courts of jurisdiction.

SECTION 10. INTERRUPTION, MODIFICATION AND SUSPENSION/TERMINATION OF THE PROGRAMME

10.1. The Organizer has the right to amend this Regulation at any time during the Programme's implementation, and any such amendments shall be updated in the Raiffeisen Smart Market application and on the website www.raiffeisen.ro, at least 30 days in advance.

Participation in the "Smart Market" Programme after the period set out at the previous paragraph implies acceptance by the Participants of such amendments, and the Regulation thus amended shall be fully enforceable against them.

The Bank has the right to decide at any time to suspend or terminate the Programme, which decision shall be given notice of to at least 30

For English, please scroll down

days before such termination, and the notice shall be displayed on the website www.raiffeisen.ro

10.2. The Organizer shall not be liable to Users for the failure of any obligation in case of a force majeure event/unforeseeable circumstance and in general, in case of any event beyond its control, or for the operation, connectivity of other domestic and/or foreign networks, and the consequences of their activities and actions, in general. Force majeure/unforeseeable circumstances include, but are not limited to: state of war (whether declared or not), armed conflict, revolution, insurrection, military or terrorist actions or threats, sabotage, civil unrest, strikes or other labour actions, laws, regulations, decisions or directives, natural disasters, earthquake, fire, explosion, solar or meteorological disturbances, pandemics, public emergencies or any other occurrence that is beyond the Bank's control. In such a case, the Organizer shall give notice to the Participants, via Raiffeisen Smart Market and on the website www.raiffeisen.ro, at least 24 (twenty-four) hours in advance, of the effective suspension/termination or, if this is not possible, by the latest on the effective date when the Programme is to be suspended/terminated.

10.3. In any case of force majeure or unforeseeable circumstances that prevent or delay, in full or in part, implementation of the Regulation and continuation of the Programme, the Organizer shall be released of liability as to performance of its obligations during the period when such performance is prevented.

SECTION 11. PERSONAL DATA PROCESSING. USER OF THE COOKIE-SIMILAR TECHNOLOGY

The Bank processes the personal data of Participants according to the provisions of the Smart Market Privacy Policy, available to the Users

For English, please scroll down

when signing up for Smart Market and subsequently, in the Application, as well as at the following link <https://www.raiffeisen.ro/persoane-fizice/in-sprijinul-tau/sfaturi-utile/smart-market-ghid/politica-confidentialitate/>

Smart Market uses a cookie-similar technology (SDK), as described in the Cookie Policy, available to Users in the Smart Market signing up process and subsequently, in the Application, as well as at the following link: <https://www.raiffeisen.ro/doc/smart-market-politica-utilizare-sdk.pdf>

SECTION 12. CHALLENGES

The written application of the Participants in the Programme and the Programme's campaigns reporting breaches of the provisions of this Regulation (in connection the award of the Reward) shall be sent to the email address centrala@raiffeisen.ro in not more than 30 calendar days of the end of the campaign. Any such report filed after the expiry of the term above shall be disregarded. The 45-calendar period following the receipt of the report is reserved for the settlement of any challenges that can be filed according to the above.

SECTION 13. OTHER REGULATIONS

13.1 The Campaign Regulation is available throughout the entire implementation period of the Programme, free of charge, in the Raiffeisen Smart Market application and on <https://www.raiffeisen.ro/doc/smart-market-regulament.pdf>

For English, please scroll down

13.2. For any attempt or fraud against the system, abuse or actions against the Organizer or its partners, the Organizer reserves the right to take all necessary measures to address the situation and prosecute the perpetrators, including, but without limitation to, disqualification of the Participants from the Programme.

13.3. The Organizer denies any liability for the impossibility to participate in the Programme or the campaigns in the Application due to software errors or causes beyond the control of the Organizer, such as technical failures of the internet service provider, technical failures of the user's devices, etc.

13.4. The Organizer denies any liability for the campaigns, offers and products/services offered by the Merchants included in the Programme.

13.5. The Organizer shall take all necessary measures to implement the Programme and the Campaigns under normal conditions, as show above, but it does not assume any liability for the potential grievances or challenges

13.6. The Organizer shall not be liable for any indirect damage that the Bank or the User could not reasonably foresee on the date on which the User started using the Application or which are beyond the Organizer's control. Furthermore, the Organizer shall not be liable either for any losses resulting from making any unauthorized payments further to exposure of the User's device to any viruses and/or other applications/programs, as well as its theft.

13.7. Also, the Organizer shall not be liable for any of following losses /damages: any moral or financial loss or damage caused by non-compliance with the Regulation and the Terms and Conditions; any loss

For English, please scroll down

or corruption of the User's data, when such loss or corruption is not caused by the Bank or is beyond its control.