

OFFICIAL RULES OF THE “FLYING BLUE AWARD MILES” LOYALTY PROGRAM

SECTION 1. THE ORGANIZER AND OFFICIAL RULES OF THE “FLYING BLUE AWARD MILES” LOYALTY PROGRAM

The “FLYING BLUE AWARD MILES” loyalty program is organized and conducted by Banca Transilvania

S.A., headquartered at 8 G. Baritiu St., Cluj-Napoca, recorded with the Trade Registry of the Cluj Court under no. J12/4155/1993, Tax Registration Number 5022670 and Personal Data Operator no. 3772/3776.

By participating in the “Flying Blue Award Miles” loyalty program, participants agree to follow and comply with all the provisions, terms and conditions of these Rules and of the applicable legislation. The Official Rules are accompanied by the General Business Conditions of Banca Transilvania, which were received in advance and accepted by each participant in the loyalty program “Flying Blue Award Miles”.

The official rules of the “Flying Blue Award Miles” loyalty program are accessible free of charge, being available at www.bancatransilvania.ro/flyingblue

SECTION 2. TERMS AND DEFINITIONS

Flying Blue Program – loyalty program offered by the airline companies AIR FRANCE, KLM and TAROM, based on the Flying Blue award miles accumulation scheme.

Flying Blue Account – Mile account opened as part of the Flying Blue loyalty program for each Flying Blue member (it is part of the Flying Blue registration) and is subject to the terms and conditions of the respective program and is independent of Banca Transilvania.

Flying Blue Number- unique program registration number allocated in the Flying Blue Program (it is the number of the Flying Blue account), which is subject to the terms and conditions of the respective program and is independent of Banca Transilvania.

SECTION 3. PROGRAM PLACE AND DURATION

The loyalty program takes place in all retailer locations which accept Visa cards for payment, on the territory of Romania or abroad (including websites that accept online payment with Visa cards).

The loyalty program starts on December 09, 2014 and will take place for an indefinite period of time. Banca Transilvania reserves the right to decide at any time to terminate the loyalty program, in which case such a decision would be communicated to the participants at least 30 days prior to the termination date, and the notice would be displayed on the website, at www.bancatransilvania.ro/flyingblue.

SECTION 4. CONDITIONS FOR PARTICIPATION

The “Flying Blue Award Miles” loyalty program is addressed to all retail customers with home address/residence in Romania, who own one of the following credit cards issued by Banca Transilvania:

- BT Flying Blue Classic Card
- BT Flying Blue Premium Card

At the same time, holding such a card is subject to membership in the Flying Blue program and implicitly to owning a Flying Blue number assigned as part of this program. The customer will provide the Flying Blue number to the Bank, when a Flying Blue Classic/Premium Flying Blue credit card is requested.

SECTION 5. PROGRAM MECHANISM

5.1 Banca Transilvania will grant Flying Blue Miles to customers holding BT Flying Blue Classic and BT Flying Blue Premium cards, when these are used for purchases at retailers, as follows:

- for the **BT Flying Blue Classic Card**:

- 1000 Award Miles for the very first time the card is used for a payment to a merchant
- 1 Award Mile for every 4 lei spent on payment transactions performed at merchants in Romania
- 1.5 Award Miles for every 4 lei spent on transactions at Air France/KLM/Tarom
- 1.5 Award Miles for every 4 lei spent on transactions performed abroad
- At different points in time, at certain intervals and/or as part of special promotions

- for the **BT Flying Blue Premium Card**:

- 2000 Award Miles for the very first time the card is used for a payment to a merchant
- 1.5 Award Miles for every 4 lei spent on payment transactions performed at merchants in Romania
- 2 Award Miles for every 4 lei spent on transactions at Air France/KLM/Tarom o 2.5 Award Miles for every 4 lei spent on transactions performed abroad
- At different points in time, at certain intervals and/or as part of special promotions

The following are taken into account and therefore generate Award Miles: online payment transactions, including installment transactions.

The number of Award Miles granted to a client monthly on each of the categories: first purchase, payments to Air France/KLM/Tarom, and payments to other merchants, will be rounded down, so that the customer receives a whole number of Award Miles for each separate category.

Special Launch Offer:

Instead of the standard offer for the first card purchase transaction mentioned above, the first 1000 customers (total BT Flying Blue Classic and BT Flying Blue Premium card) will benefit of the following Launch Offer:

- for the BT Flying Blue Classic Card:

- 10000 Award Miles for the very first time the card is used for a payment to a merchant, provided that this first purchase transaction is done within 1 month after the card has been issued

- for the BT Flying Blue Premium Card:

- 15000 Award Miles for the very first time the card is used for a payment to a merchant, provided that this first purchase transaction is done within 1 month after the card has been issued

The Launch Offer is only valid for the main card and can only be offered on no more than one of the products (BT Flying Blue Classic card or BT Flying Blue Premium card- whichever has been issued first). The additional cards will receive the standard offer at first card purchase transaction.

5.2. The Flying Blue Award Miles awarded by Banca Transilvania based on the above-described algorithm will be credited by Flying Blue to the Flying Blue account of the account holder. In case a card account held by Banca Transilvania for BT Flying Blue Classic Card/ BT Flying Blue Premium Card has several cards attached, the miles earned in relation to all payment transactions performed with all the cards attached to the respective account will be credited to the Flying Blue account of the BT Flying Blue Classic Card/BT Flying Blue Premium Card account holder.

5.3. Flying Blue miles shall be credited monthly to the Flying Blue account of the BT Flying Blue Classic Card/ BT Flying Blue Premium Card account holder, during the month following the one when the transactions were carried out with the card that generated the respective miles. If, for some reason, Flying Blue miles cannot be credited to a customer's account in a particular month, a new attempt will be made in the following month, provided that the failure causing problem has been resolved in the meantime. Such reasons may be, but are not limited to the following: the Flying Blue number was miscommunicated to the bank/ canceled/ does not exist,

the client holds several Flying Blue accounts, there are communication errors between Banca Transilvania and

Flying Blue, etc. Banca Transilvania will not be liable for any consequences arising from the client's incorrect communication of the Flying Blue number.

5.4. The Flying Blue Award Miles granted by Banca Transilvania in accordance with the provisions of this Regulation shall have a validity period of 20 months with extension option, on condition of performing a payment using the BT Flying Blue Classic Card/ BT Flying Blue Premium Card. The extension is performed for periods of 20 months and takes place automatically, when the Flying Blue account is credited with the Award Miles related to card transactions performed using the BT Flying Blue Classic Card/BT Flying Blue Premium Card.

At the same time, by making a payment by BT Flying Blue Classic Card/ BT Flying Blue Premium Card, when the miles are credited to the Flying Blue account for a certain transaction, the 20-month validity extension is performed for the entire balance of the Flying Blue account belonging to the card account holder, not just for the miles granted by the Bank (except for the level type miles).

5.5. The use of Flying Blue Award Miles is not subject to these official rules and shall comply with the terms and conditions of the Flying Blue program.

SECTION 6. CHECKING INFORMATION ABOUT THE NUMBER OF FLYING BLUE MILES GRANTED BY BANCA TRANSILVANIA

Clients have the opportunity to check the number of Flying Blue Award Miles granted by the Bank, in the following ways:

- a) on the credit card account statement of the participant to the loyalty program, sent monthly by the Bank to the account holder;
- b) by contacting the Call Center at one of the following phone numbers: 0800 80 2273 or 0040 264 594337;
- c) on the www.flyingblue.com web site, by accessing the Flying Blue account, via the methods set according to the Flying Blue Program.

Banca Transilvania does not have access and will not provide information regarding the Award Miles earned by the customer in the Flying Blue program other than those granted by the Bank, nor with respect to the Award Miles used/remaining mile balance or other details related to the Flying Blue account of the customer.

SECTION 7. TAXES AND CHARGES

Any gains resulting from granted miles represent gross individual income resulting from promotional campaigns, legally covered by article 75 of Law 571/2003 regarding the Fiscal Code. Miles obtained during the promotional campaign are not subject to tax, being considered non-taxable income as a result of being offered as bonus with the purpose of increasing sales. Any other obligations of fiscal or any other nature, related to such income, are to be exclusively handled by the participant.

SECTION 8. PROTECTION OF PERSONAL DATA

8.1 The Organizer undertakes to respect the provisions of Law No. 677/2001 on the protection of personal data stored for the duration of the Campaign. The Organizer undertakes to maintain the confidentiality of the personal data of the participants/winners of this campaign and to use it in accordance with the present official rules and the legislation in force.

8.2. The campaign participants, retail clients, benefit from all the rights stipulated by Law no. 677/2001 on the protection of personal data stored for the duration of the Campaign:

- the right to information (art. 12), the right of access to data (art. 13), the right of intervention regarding the data (art. 14), the right to opposition (art. 15), the right of not being subject to an individual decision (art. 17) and the right to address a court of law (art. 18).

8.3. In order to fulfill Banca Transilvania's obligations arising from this agreement, the Bank will communicate to Air France and KLM the following information regarding holders of Flying Blue Classic and Premium Flying

Blue credit cards:

- the Flying Blue number provided by the client to the Bank
- the date when the relationship with the bank started, in terms of the BT Flying Blue Classic Card/ BT Flying Blue Premium Card/-s attached to the customer account
- the type of credit card/-s BT Flying Blue Classic/BT Flying Blue Premium attached to the customer account
- the number of Award Miles awarded as a result of holding and using the credit card/-s BT Flying Blue Classic/ BT Flying Blue Premium attached to the customer account
- when applicable, the date when the relationship with the bank ended, in terms of the BT Flying Blue Classic/ BT Flying Blue Premium card/-s attached to the customer account

SECTION 9. LITIGATIONS

9.1 Any dispute arising between the Organizer and the participants to the loyalty program "Flying Blue Award Miles" will be resolved amicably or, when this is not possible, the dispute will be resolved by the competent Romanian courts.

9.2 The governing law for these Rules is the Romanian law.

SECTION 10. OTHER PROVISIONS OF THE OFFICIAL RULES

10.1 Banca Transilvania reserves the right to modify the Official Rules. Any modifications arising during the Program will enter into force only after being posted on the website www.bancatransilvania.ro/flyingblue Changes to the Official Rules shall also be available to customers via the monthly statement issued for the card account.

