

# Terms and conditions of the Promotion “Plan Actíivate”

## TERMS AND CONDITIONS OF THE PROMOTION

The company BANCO BILBAO VIZCAYA ARGENTARIA, S.A., with registered address in Bilbao at Plaza de San Nicolás nº 4, and Tax ID number (CIF) A48265169 (“BBVA”) organizes this promotion known as the “PLAN ACTIVATE” (the “Promotion”), which will be governed by the following terms and conditions (the “Terms and Conditions”).

### 1. What does this Promotion consist of?

This Promotion is designed to encourage the download and use of the BBVA mobile application, the use of the (debit or credit) card (hereinafter, the “Card”) for those customers who have registered with BBVA via [www.bbva.es](http://www.bbva.es), [m.bbva.es](http://m.bbva.es) or BBVA’s mobile applications.

If you satisfy the requirements of the promotion, you’ll receive a bonus of € 5,00 in your account.

### 2. Who is the promotion intended for?

The Promotion is intended for individuals who are over 18 years of age on the start date of the Promotion, and who have been selected by BBVA to take part in this promotion.

This promotion is only open to customers who receive the invitation to participate through BBVA’s communication channels: mobile, email or private area in the BBVA app or website.

### 3. What do you have to do participate in the promotion?

Sign this promotion application form before June 30, 2026. The promotion ends on this date. (Validity Period).

### 4. Who is excluded from participating in this Promotion?

You are ineligible to take part in this Promotion if, between the Validity Period and the payment date of the bonus, you owe BBVA any payable and required amount. In such cases, you will have to rectify the situation before you can receive the Bonus. If you have not settled your debt by the date that the Bonus is to be deposited, you will not receive the Bonus.

You can take part in this Promotion provided you have not previously benefited from any other promotion for direct depositing your paycheck, pension or unemployment benefit at BBVA, or any other promotion providing an incentive to use a debit or credit card or pay bills by direct debit.

You will be excluded from participating in this Promotion if you contributed to organizing it or if you are an active employee, or one that has retired early, of BBVA or any of its Group companies.

### 5. What requirements must you meet to participate in and take advantage of the Promotion?

To take part in the Promotion, the customer must:

- have registered as a BBVA customer through [www.bbva.es](http://www.bbva.es), [m.bbva.es](http://m.bbva.es) or BBVA’s mobile apps.
- and have received the communication from BBVA inviting them to take part in the Promotion.



## 6. What steps do you need to follow in order to participate in the Promotion?

If you meet the requirements to participate in the Promotion and receive the bonus described in clause 7, you have to take the following steps:

- Be sure you have the BBVA app installed on your smartphone. If not, you have to download it from the official stores; Google Play Store and the App Store for Android and iOS devices, respectively.
- Open the invitation you have received on your cell phone or at your email address to participate in the Promotion;
- Click on the link in the invitation and enter your login credentials (username and password) into the application;
- Accept these Terms and Conditions;
- Activate your card within 30 days of receiving the invitation if you did not do so before receiving the invitation.

## 7. How will you be notified of the Prize?

The notification of the bonus will be sent no later than six months after you have fulfilled the conditions specified in these Terms and Conditions. The notification will be delivered through the payment of the Bonus into the BBVA Account, labeled as "Commercial Promotion Bonus".

## 8. What does accepting the Terms and Conditions entail?

Accepting these Terms and Conditions entails full agreement with them, as well as acceptance of BBVA's criteria for resolving any disputes that may arise from their interpretation. Participants are required to follow any instructions that BBVA may provide, as applicable.

BBVA reserves the right to disqualify you in its sole discretion if you manipulate or try to manipulate the Promotion or if you violate any of the Terms and Conditions.

BBVA can adopt the necessary measures to resolve any disputes or conflicts that may arise throughout the course of the Promotion, provided that these are fair and do not unduly disadvantage you.

If you do not meet the previously applicable conditions of participation or you do not meet all the requirements set out in the Terms and Conditions, you will not have the right to receive the Bonus.

## 9. What happens if you do not meet the requirements of the Promotion?

If you don't meet the requirements set out in these Terms and Conditions, including those obligations that remain in force after the bonus is deposited, the Promotion will be canceled and, in the event that you have already received the Bonus, you will be obliged to return it.

BBVA will charge, as a penalty, the amount of the Bonus to the account in which the bonus had been deposited. This charge will be posted regardless of the balance you have in your account.

If there is insufficient balance, the charge for the penalty will cause an overdraft. If you violate any of its Terms and Conditions, the Promotion will be automatically canceled, even if you fulfill the same terms and conditions at a later time.

The notification of non-compliance will be sent to you by email to the address that you provided during the BBVA customer registration process within thirty days following the date of non-compliance with any of the aforementioned requirements, or from the date on which BBVA became aware of said non-compliance, as applicable.

If you violate any of its Terms and Conditions, the Promotion will be automatically canceled, even though you fulfill the same terms and conditions at a later time.

## 10. What happens if you commit fraud or there is fraudulent activity?

If BBVA or any entity that is linked professionally to the Promotion detects any anomaly or suspects that you are preventing the Promotion from running smoothly, it can unilaterally eliminate you from participating. Accordingly, BBVA has procured the necessary technological support systems to detect possible fraudulent, anomalous, or malicious actions that intend to impair participation in the Promotion to acquire the bonus unlawfully. Therefore, BBVA reserves the right to delete your registration if it has evidence or suspicion of irregular activities as described above.



#### **11. What is the claim period?**

The claim period of the Promotion ends 12 months after the end date of the "Validity Period".

#### **12. How will your personal data be processed?**

Banco Bilbao Vizcaya Argentaria, S.A., with registered address at Plaza de San Nicolás 4, 48005, Bilbao and email address [consultasgenerales@bbva.com](mailto:consultasgenerales@bbva.com), is the processor of the personal data you provide to us to participate in this Promotion.

BBVA will process the following data: full name, age, NIF/NIE/Passport number, BBVA account number and debit card number, in order to organize, control and monitor the Promotion and to deliver the bonus or prize if the required conditions are satisfied.

We will keep your personal data on file throughout the term of the contractual relationship to process if for this purpose. After this period, any data that is necessary to comply with our legal obligations will be blocked for the legal limitation periods for the sole purpose of processing claims or legal actions. We will destroy your data once the statutory limitation period has ended.

BBVA will not communicate personal data to third parties, unless the law obliges us or the corresponding consent is obtained to do so.

You may, at any time, exercise your rights of access, correction, deletion, objection, limitation of processing, and portability by writing to [derechosprotecciondatos@bbva.com](mailto:derechosprotecciondatos@bbva.com). The deletion of the data necessary to process the Promotion will automatically render the data subject ineligible for the Promotion. If you believe that we have not processed your personal data in accordance with regulations, you can contact the BBVA Data Protection Officer at the following e-mail address [dpogrupobbva@bbva.com](mailto:dpogrupobbva@bbva.com). You may also submit a complaint to the Spanish Data Protection Agency ([www.aepd.es](http://www.aepd.es)).

#### **13. Is the Bonus subject to taxation?**

The bonus payment may have tax implications, so please take this into account in your annual tax return.

If you have any questions, please check with your tax adviser.

#### **14. What is BBVA's legal responsibility in this Promotion?**

BBVA is not liable for any possible loss, damage, theft, delay, or any other circumstance attributable to third parties or to the internet which might affect your participation in the Promotion.

BBVA reserves the right to cancel any entry or any participant if there are suspicions of any improper manipulation of the Promotion.

Furthermore, in no event will BBVA be held liable for damages of any nature that may arise due to the improper use of the services and of the contents by the participants, in spite of the security measures adopted, and in particular, although not exclusively, for damages of any nature that may arise due to a user posing as a different person in any kind of communication carried out.

BBVA is empowered to resolve any contingency not considered in these Terms and Conditions.

You accept that BBVA can postpone, shorten, extend, modify, cancel, or suspend the Promotion due to causes of force majeure beyond its control, while committing to inform you of this circumstance as soon as possible.

If any of the clauses of these Terms & Conditions are declared null or void, the remaining clauses not affected thereby will remain in force.

#### **15. Law and jurisdiction**

For any dispute, Spanish law will be applied before the courts and tribunals corresponding to the domicile of the participant who has accepted these rules.