



Terms and Conditions of the "FUEL VOUCHER" Promotion

PROMOTION TERMS AND CONDITIONS

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 (hereinafter, "the Bank" or "BBVA") organizes this Promotion known as the "Fuel Voucher" Promotion (hereinafter, the "Promotion"), which will be governed by the following terms and conditions (hereinafter, the "Terms and Conditions").

1. What does this Promotion involve?

The goal of the Promotion is to encourage the Bank's legal entity customers (hereinafter the "Participants") to use the BBVA EMPRESAS mobile app (BBVA App). To this end, Participants in the Promotion will be eligible to win one of 100 vouchers to redeem for fuel at Grupo Repsol gas stations, for 100 euros each, worth a total of 10,000.00 euros, as defined in Section 5 of these Terms and Conditions.

2. Who is the Promotion intended for? How to participate. Exclusions.

The Promotion is intended for BBVA legal entity customers who have access to the BBVA EMPRESAS App. In order to enter, participants need to accept these Terms and Conditions during the Promotion Period. Legal entity Participants will be able to view these Terms and Conditions through the BBVA EMPRESAS App. The customer as defined by this Promotion will be able to access them and participate in the Promotion by means of an email sent by the Bank, in which they will be informed when to enter.

Once the Terms and Conditions are accepted, BBVA will award the Participant one single entry during the Promotion Period.

Exclusions: The following individuals are not eligible to win:

- Participants who do not hold a BBVA EMPRESAS account and have not indicated the contact details of the company representatives or Director in the BBVA EMPRESAS app at the time of accepting the prize.
- Employees of BBVA, their spouses, and their first-degree ascendants and descendants.
- The Bank reserves the right not to award the prize to any winner who, on the date of the Draw, is engaged in a dispute and/or is in default with the Bank.

3. How long does this Promotion last?

The Promotion will run from December 12 to 22, 2022 (the Promotion Period).

4. Prize draws

The draw will be held on January 10, 2023. Within the first 10 days after the conclusion of the Promotion Period, BBVA will create a computer file containing a numbered list of all the Participants.

The draw will take place using a tool that will apply a random formula to the file of entries that guarantees impartiality, randomness and independence (hereinafter the Tool). The Tool will generate 100 results, one each for the 100 prize winners, and another 100 results corresponding to possible alternate winners. Only one entry will be registered per Participant, and a Participant can only be the winner once in the prize draw.

If, for reasons beyond BBVA's control, the draw cannot be held on the scheduled date, it will be postponed and held on the next business day (excluding Saturdays). BBVA reserves the right to modify the Draw tool, and may replace it with another as long as absolute impartiality can be guaranteed. Any such replacement will be notified to Participants.



5. Prize

The Prize is one of 100 vouchers for 100 euros each, given to winners to redeem for fuel at participating Grupo Repsol gas stations www.chequecarburante.es/coberturacombustible in Repsol Group gas stations. The total amount of the prizes is 10,000 euros.

BBVA reserves the right to replace the Prizes indicated with similar ones, of equal or greater value, if the Prizes indicated cannot be delivered to the winners for reasons beyond the control of BBVA. Under no circumstances may the winner sell, resell, auction or, in general, take any kind of action that involves the sale of the prize.

6. Notification and delivery of the prize

Once the Draw is held, the winning Participants will be notified by email. The Bank will issue them a locator to redeem the voucher, indicating the steps to follow to redeem the voucher and use the prize at Grupo Repsol gas stations.

If, at the time of the Draw, the winner does not meet the requirements specified in point 2 of these Terms and Conditions, the prize will be awarded to the first name on the list drawn up by the Tool with the alternate winners, and so on until the prizes have been awarded.

7. What does accepting the Terms and Conditions entail?

By accepting these Terms and Conditions, you agree to comply with them in full, as stipulated in Section 2. Participants are required to follow any instructions that BBVA may provide.

BBVA reserves the right to disqualify you 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 conditions for participating specified above, or you do not meet all the requirements set out in the Terms and Conditions, you will not be entitled to receive the Prize as set out herein.

8. Fraud

If BBVA detects any abnormality or suspects that a Participant is impeding the Prize Draw from being conducted in the usual manner, is illegally altering its list of participants, is participating through any procedure - whether technical or computer-based - that could distort the result or the mechanics of participating in the draw (including the use of automated computer processes and other processes that do not involve the manual performance of tasks by individuals within the BBVA environment), it may unilaterally remove that Participant from the Promotion. In this regard, it is important to note that BBVA has put in place the necessary technological resources to detect any possible fraudulent, anomalous or illegal activity that attempts to alter the entry in order to obtain the prize illegally. Therefore, BBVA reserves the right to remove any Participant from the list that demonstrates, or who is suspected of, unlawful activity in this manner.

9. 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.

10. What is the claim period?

The claim period for the Promotion ends three (3) months after the date of the Prize Draw.

11. Taxation

The Prize of this Draw will be subject to Act 27/2014, of November 27, on Corporation Tax; Royal Decree 1777/2004, of July 30, approving the Regulations on Corporation Tax; Act 13/2011, on Gaming Regulations, and all other concordant provisions in its development.



In accordance with the aforementioned legislation, Participants are hereby informed that any Prize awarded based on participation in games, competitions, raffles, or random combinations and linked to the sale or promotion of goods or services, is considered to be taxable income for its recipient. As this is a prize of less than 300 euros (three hundred euros), no withholding will be applied.

Any tax repercussions for the prizewinner arising from obtaining the prize will be his/her responsibility, hence BBVA is exempt from any liability.

Regardless of who benefits from the prize, for tax purposes, the content of this clause will be applicable to the winners.

12. Where can I read the Terms and Conditions?

The Participant will be able to view these Terms and Conditions at www.bbva.es.

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

BBVA reserves the right to postpone, shorten, extend, modify, cancel, or suspend the Promotion due to causes of force majeure beyond its control, and commits to inform Participants of this circumstance as soon as possible.

If any clause of these Terms and Conditions is declared null or invalid, the remaining clauses not affected by the one that is nullified shall remain in force.

13. Personal data processing

Participants are hereby informed that the personal data they provide when participating in this Promotion, i.e. their email address, including data provided if they are declared a winner, will be processed by Banco Bilbao Vizcaya Argentaria, S.A., with registered offices in Plaza de San Nicolás 4, 48005, Bilbao, and email address: consultasgenerales@bbva.com. Personal data will be processed for the purpose of managing all the phases of this Promotion, as well as delivering the Prize if a winner and other communication, information and promotional tasks associated with the Promotion, under the Terms and Conditions laid out herein.

The legal basis is fulfillment of the contractual relationship governed by these Terms and Conditions.

Your personal data are processed in accordance with the provisions of the applicable law on the protection of personal data and the services of the information society. BBVA will take the technical, organizational and security measures required to guarantee the confidentiality thereof, and to avoid their alteration, loss and unauthorized processing or access.

The personal data will be kept by BBVA until the completion of the work derived from the Promotion. Once the Promotion is complete, the data will be blocked during the legal limitation periods for the exclusive purposes of processing claims or legal actions. At the end of said period, the Personal Data of Participants will be destroyed.

BBVA will not disclose your data to third parties unless required by law, or we receive consent from Participants. Participants may, at any time, exercise, at no cost, their rights to access, correct, delete, object to and limit the processing of their personal data, as well as their right to portability, by sending a written notification, either by email to derechosprotecciondatos@bbva.com, or by delivering it to any BBVA branch, or by post to Servicio Atención al Cliente Grupo BBVA, APDO: 1598 - 28080 Madrid. These rights may not be exercised retroactively.

The deletion of the data necessary to process the Promotion (including to deliver the Prize) will automatically make the data subject ineligible to win. If you believe that BBVA has not processed your personal data in accordance with regulations, you may contact the Data Protection Officer at dpogrupobbva@bbva.com.

You may also submit a complaint to the Spanish Data Protection Agency (www.agpd.es).

14. Law and jurisdiction

These Terms and Conditions shall be governed by Spanish law. Any disputes shall be resolved in the court of the Participant's place of residence.

Madrid, December 1, 2022