

# Terms and conditions of the “PYMES ChatGPT” Promotion

## 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 (hereinafter, “BBVA”) organizes this promotion known as the “SME CHATGPT” Promotion (hereinafter, the “Promotion”), which will be governed by the following terms and conditions (hereinafter, the “Terms and Conditions”).

### 1. What does the Promotion include?

The purpose of the Promotion is to encourage **both new customers to sign up with BBVA** and to **strengthen the relationship between them and existing customers with BBVA**, through the purchase of various financial products of interest to them, which are detailed below.

By complying with the requirements described in these Legal Terms and Conditions and performing the indicated actions, participants will be eligible to receive **two (2) ChatGPT Business licences for a maximum of twelve (12) consecutive months**.

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

The Promotion is aimed at **corporate clients**, tax residents in Spanish territory, who meet any of the following prerequisites:

- Be new customers who register with BBVA, opening a **BBVA Welcome Business Account between 12 February 2026 and 31 December 2026** (hereinafter the validity period).
- Being BBVA customers who hold a **BBVA Business Checking Account**.

BBVA reserves the right to determine the compatibility of this promotion with others.

Customers can only sign up for this Promotion once with the Bank, regardless of the method used to do so. Only one prize may be received per Participant.

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

- You are ineligible to take part in this Promotion if, between the Validity Period and the delivery date of the voucher that entitles you to the prize, you owe BBVA any payable and required amount. In such cases, you will have to rectify the situation before you can receive the Prize. If you have not paid the debt by the date the Prize is to be sent, you will lose your right to receive it and you will not be informed.
- You will be excluded from participating in this Promotion if, on the date of the voucher that entitles you to the prize being delivered, you have cancelled any of the products that must be taken out to be eligible for the prize.



- You will be excluded from participating in this Promotion if you were involved in organizing it or if you are an active employee, or one who has retired early, of BBVA or any of its Group companies.
- If you cancelled your registration as a customer within the last 6 months leading up to the Promotion start date, you will not be eligible to participate.
- This Promotion is exclusive to BBVA.

#### 4. What are the necessary requirements to be eligible for the Promotion?

In order to participate in the Promotion you must meet the following requirements:

- Be a new BBVA customer since at least the start date of this Promotion by opening a **BBVA Welcome Business Account**, or be an existing BBVA customer and holder of a **BBVA Business Current Account**.
- Contract through BBVA, no later than 3 months after joining the Promotion, at least two of the following related products:
  - POS terminal with at least one use.
  - Business Credit Card and use it at least once.
  - Business insurance.
  - Financing of €10,000 or more.
  - Autorenting.
- Not have left BBVA as a customer during the six (6) months prior to the beginning of the Promotion.

#### 5. How long does the promotion last?

The term of this Promotion shall commence on 12 February 2026 at 00:00 hours (Spanish mainland time) and shall end on 31 December 2026 at 23:59 hours (Spanish mainland time), both inclusive. This is the Validity Period already defined in section two (2) of these Terms and Conditions.

#### 6. What advantages does the Promotion offer?

By fulfilling the requirements described above and having opted in to the Promotion before the deadline, you can enjoy the prize, which consists, after obtaining a redeemable voucher, for a period of 12 months, of two ChatGPT Business licenses per customer. To do this, the Bank will send a voucher which you can use to activate the licenses.

BBVA will verify compliance with the requirements from the day after the customer is registered and joins the promotion. If 3 months after joining the Promotion, you do not meet the requirements described in section four (4) of these Terms and Conditions, you will not be entitled to the prize.

#### 7. What is the prize of the promotion?

The prize for this Promotion consists of a voucher (issued in the form of a URL containing a personalised, individual code for each winner) that may be redeemed for two ChatGPT Business licenses for free use over twelve consecutive months. The conditions to receive the prize are set forth in section four (4) of this document.

The prize may not be changed, altered or offset. If you reject the prize, you will not be offered an alternative. Failure to activate the license within 30 days of receiving the voucher will result in its expiration and therefore you will not be able to obtain the two ChatGPT Business licenses.



The Bank will send a voucher that entitles the holder to the prize after verifying compliance with the conditions set out in these Terms and Conditions, after the actions described have been carried out, once a minimum of 1 day and a maximum of 1 month have passed since the requirements were met.

Therefore, once you receive the voucher, you can redeem it for the activation of TWO (2) ChatGPT licenses for TWELVE (12) consecutive months of use for free.

This voucher will have the following characteristics:

- It is unique to the holder who accepts the Terms and Conditions and meets the requirements of section four (4).
- Redeeming the voucher implies a discount equivalent to the total value of two ChatGPT Business licenses for twelve months of use.
- It is a URL containing a personalised, unique code for each winner consisting of 16 alphanumeric characters.
- It can only be used to redeem the two ChatGPT Business licences specified herein.
- It may only be redeemed on the site provided by the supplier/distributor designated for this purpose through said personalized URL.
- The voucher must be redeemed within 30 days of receipt. After this period, you will not be able to redeem the voucher.

Once the fulfillment of the required conditions has been confirmed, a communication will be sent which will include both your voucher and the necessary instructions for you to redeem the voucher for the two ChatGPT Business licenses.

In order to redeem the voucher, you must sign up to ChatGPT Business on the website of the supplier/distributor designated as a collaborator of this promotion and identified in section nine (9) of these rules, at no cost to you, exempting BBVA from any responsibility for the quality of the subscription and the licenses. The use of licences shall be in accordance with the conditions that the provider OpenAI (identified in section nine (9) of these terms and conditions) establishes with the customer when the subscription is taken out. BBVA is not a party to the subscription of the licenses or any other document that the supplier/distributor signs with the winning participant. Any complaint or claim relating to the quality of the subscription and the licenses received by the winning participant must be addressed to the designated supplier/distributor. The subscription may not be changed, altered, or offset. If you refuse delivery, you will not be offered any alternative. It is further stipulated that the voucher granted within the framework of this promotion is strictly personal and non-transferable. This means that as the designated beneficiary at the time of issuance of the Coupon, the legal entity is the only entity authorized to make use of the benefits associated with the Coupon, and under no circumstances may it be assigned, sold, transferred, or given away to third parties in any way without prior written authorization from BBVA.

## 8. How is the winner informed of the Prize Voucher?

The award notification will be sent to the email address of the **customer's representative**, which must have been previously **registered and validated by the customer through the User Manager when registering for the Online Business Banking service**. This communication will include both the voucher and the instructions to redeem it on the website of the vendor/distributor designated as a partner for this Promotion. BBVA will send this communication, after verifying the conditions required in this document, within the duration of the Promotion established in section five (5) of these Terms and Conditions. In accordance with the rules and conditions of this Promotion, it is established that to receive all related communications, as well as to access the promotional voucher for the CHATGPT Business licenses, it is essential to have validated the e-mail provided by the customer by the means indicated in the previous paragraph of this section eight (8). Validating the email of the customer's representative is important to ensure transparency and proper management of the promotion. Any email address not previously verified or with incorrect information will be excluded from any type of communication and, therefore, from participating in the promotion.

## 9. How is the Prize redeemed?

Once you receive the communication at the verified e-mail, you will be able to redeem your prize within the deadlines set forth in section seven (7) of these Terms and Conditions. By visiting the designated supplier's or distributor's website through the custom URL that will be provided to you in that communication, you will be able to subscribe to **ChatGPT Business, at no cost to you**.



- Name of vendor: Open AI Ireland Limited.
- Vendor's VAT number: IE4143435AH.

#### **10. What happens in the event of non-compliance with the terms and conditions of the Promotion?**

If you do not meet all the conditions set out in these Terms and Conditions, your access to the Promotion will be cancelled. BBVA reserves the right to disqualify you, at its sole discretion, if you attempt to manipulate the Promotion or if you violate any of the Terms and Conditions herein. 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.

#### **11. What taxation is applicable to the Prize?**

The prize is considered an in-kind benefit subject to a 19% withholding tax. The tax value of the remuneration in kind is €540, although the face value of the voucher is €450. The applicable withholding tax will be covered by BBVA, which will make the corresponding payment and inform the Tax Agency in accordance with the internal procedures established by the Bank for this purpose.

Regardless of who uses the prize, for tax purposes, the content of this clause will apply to the beneficiaries and BBVA will make available to them the corresponding tax information where applicable.

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

The claim period for the Promotion ends six (6) months after the date on which the Validity Period ends.

#### **13. 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, and ID number (NIF/NIE/Passport) of the representative of the corporate customer, as well as the data strictly necessary for the proper processing and delivery of the prize, if applicable, for the purpose of managing, overseeing, and monitoring the Promotion, and for delivering the voucher if the required conditions are met.

For these exclusive purposes, and only when necessary for the execution of the Promotion and the delivery of the prize, the winning participant's data may be processed by OpenAI, as a third party involved in the administration of the prize. This processing is necessary to comply with these legal terms, and not as a separate disclosure of data for its own distinct purpose.

The legal basis for personal data processing is the performance of this contract, which goes into effect once the Terms and Conditions of the Promotion are accepted.

We will keep your personal data on file throughout the term of the contractual relationship to process it 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.

Other than as specified above, BBVA will not disclose personal data to third parties, unless we are required to do so by law or we obtain the corresponding consent needed 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 think we have failed to process your personal data in accordance with the regulations, you may contact BBVA's Data Protection Officer through the website [www.bbva.es](http://www.bbva.es), section Personal Data/Contact DPO. You may also submit a complaint to the Spanish Data Protection Agency ([www.aepd.es](http://www.aepd.es)).

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

If BBVA detects any anomaly or suspects that you are preventing the Promotion from running smoothly, it may unilaterally eliminate your participation in the Promotion and disqualify you. To this end, BBVA has enabled the necessary technological support to detect any possible fraudulent, anomalous or deceitful action that seeks to alter an entry in order to win the prize in an illegal manner. Therefore, BBVA reserves the right to delete your registration if it has evidence or suspicion of irregular activities as described in the previous paragraph.

#### **15. 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 participation in the Promotion.

BBVA reserves the right to cancel any participation or any participant, if there are suspicions of fraudulent use by the Customer.

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 or error made in the delivery of the current Promotion that is 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.

BBVA will not be responsible for any controversy, complaint, or claim related to the quality of the licenses acquired by the winning participant after redeeming the corresponding voucher. BBVA limits its liability exclusively to delivering the voucher to the duly identified and validated representative, in accordance with the established procedure. Therefore, BBVA will not be liable under any circumstances for the redemption, use, enjoyment, loss, theft, transfer, or expiration of the voucher, nor for any incident occurring after it has been delivered, even if such incident results from negligent or intentional use by the representative or by third parties.

Likewise, BBVA assumes no responsibility for the services or products offered by the vendor or collaborating distributor of the Promotion, nor for any damage, loss, or claim that may arise directly or indirectly from the use of the voucher or from accessing the services of said collaborator. In short, participation in this Promotion entails the participant's and their representative's express acceptance that any subsequent use of the voucher is carried out under their sole responsibility, and that they may not demand from BBVA any compensation, refund, or liability for incidents, errors, or misuse once the voucher has been delivered.

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.

#### **16. Acceptance of the Terms & Conditions**

Accepting these Terms and Conditions, by signing up for the Promotion, entails full agreement with them, as well as acceptance of BBVA's criteria for resolving any disputes that may arise from their interpretation.



#### **17. Law and jurisdiction**

Any disputes shall be subject to Spanish law and be resolved in the court of the place of residence of the customer.

#### **18. Where can I read the Terms and Conditions?**

You can consult these Terms and Conditions at any time during the Validity Period at [www.bbva.es/general/informes-legales.html#bases-legales](http://www.bbva.es/general/informes-legales.html#bases-legales)