

# Terms and conditions of the “Plan Amigo Nómina” Promotion

## 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 “INVITE A FRIEND PAYCHECK PLAN” 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 purpose of this promotion is to encourage:

- The sending of personalized promotion codes by a BBVA customer (hereinafter “BBVA Patron”) to invite other people (hereinafter “BBVA Adoptee”) to become BBVA customers and to direct deposit a new paycheck/pension for at least €800;
- And to register customers (“BBVA Adoptee”) either in person at BBVA branches or through bbva.es, m.bbva.es or the BBVA mobile application (for Android and iOS operating systems), by using the personalized promotional code provided by another BBVA customer (“BBVA Patron”), as well as to direct deposit a new paycheck/pension for at least €800. This personalized promotional code will be limited to ten (10) uses, as explained in clause 6.

Fulfilling the requirements of the promotion:

- As a “BBVA Patron” who invites other people to register as customers at BBVA and to direct deposit a new paycheck/pension for at least €800, you will receive a bonus of €50 net in your account;
- As a “BBVA Adoptee” who completes the customer registration process in BBVA and direct deposits a paycheck/pension for at least €800, you will receive a bonus of €202.50 net in your account.

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

The Promotion is intended for individuals who are 18 or older on the Promotion start date, who live in Spain and who have become customers of BBVA through the channels specified in clause 1.

These Terms and Conditions regulate the participation in the Promotion of two different types of participants: “BBVA Patrons” and “BBVA Adoptees”.

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

As a “BBVA Patron”, you will be ineligible to participate in this Promotion if you have been involved in its organization, or if you are an active or early-retired employee of either BBVA or its Group of companies.

Additionally, as a “BBVA Patron”, you cannot participate in the Promotion if, during the Validity Period and up to the awarding of the Bonus, you are in debt to BBVA for any payable and required amount, even though you meet the requirements described



in these Terms and Conditions. In such cases, you must 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.

#### **4. How long does the Promotion last and what is the maximum number of accounts that can receive the Bonus?**

You can take part in the Promotion from December 24, 2023, at midnight (CET) until March 31, 2024, at 11:59 pm (CET), both inclusive (hereinafter, the "Validity Period").

#### **5. What steps do you need to take to participate in the Promotion as a BBVA Patron?**

In order to participate as a "BBVA Patron", you must meet each and every one of the following requirements:

- Be a BBVA customer;
- Not have left BBVA as a customer in the six (6) months prior to the beginning of the Promotion;
- Have signed BBVA's multi-channel contract;
- Log into your private area at [bbva.es](https://bbva.es) (through the website or mobile app);
- Go to the section "Invite a friend" in the private area where the promotion to be signed is, and where you can generate your custom promotional code;
- Accept and sign these Terms and Conditions;
- Copy and save the custom promotional code associated with the promotion signed as "BBVA Patron";
- Share the custom promotional code with your friends who are interested in becoming BBVA customers, complying at all times with the terms and conditions of use applicable to whichever means of communication you use to send your custom promotion code, as long as the number of "uses" of the custom promotional code is limited to the number specified in clause 6. As a "BBVA Patron", you must act diligently and share the custom promotional code only among your friends who are interested in becoming BBVA customers. Anyone sending the custom promotional code en masse or fraudulently, or sending spam beyond your own circle of friends who are interested in becoming BBVA customers, will be automatically excluded from the Promotion, without prejudice to any failure to comply with any other condition of participating in the Promotion established in these Terms and Conditions (as specified in clauses 12 and 16). Furthermore, you may not use tools for sending messages en masse, or impersonate any other person or simulate the sending of the custom promotional code from any person other than yourself, as a "BBVA Patron";
- moreover, in order for you to obtain the Prize described in these Terms and Conditions as a BBVA Patron, in addition to the requirements indicated above, it will be necessary for a "BBVA Adoptee" to:
  - (i) Open an account in BBVA and apply for a card using the custom promotional code generated and shared by you, as the "BBVA Patron", as long as the number of "uses" of the custom promotional code is limited to the number specified in clause 6;
  - (ii) Comply with the participation requirements set out in clause 7 below;
  - (iii) Satisfy any other obligations set out in the Terms and Conditions.

#### **6. As a "BBVA Patron", what is your custom promotional code?**

Your custom promotional code, as a "BBVA Patron", which is generated once you accept and sign for this promotion, which is regulated by these Terms and Conditions, which are also signed, is:

- Custom promotional code:

This custom promotional code will never include personal details, and you, as a "BBVA Patron", will be responsible for sharing this custom code with your non-customer "BBVA Adoptees". Likewise, when you share this custom code with your non-customer "BBVA Adoptees", as a "BBVA Patron" customer, you will be responsible for any processing of the personal data of said non-customer "BBVA Adoptees" that is done outside the Bank's platform.



This custom promotional code will have a limit of ten (10) uses, with a "use" being defined as the employment of this code by the "BBVA Sponsors" when joining the promotion. Once the maximum number of uses is reached, this custom promotional code will be disabled by BBVA and it will not be able to be used in any new customer registration processes associated with this promotion.

## 7. What steps do your "BBVA Adoptees" need to follow to participate in the Promotion?

In order to participate in the Promotion, your "BBVA Adoptees" have to do the following:

- Not be a BBVA customer;
- Not have left BBVA as a customer in the six (6) months prior to the beginning of the Promotion;
- Accept the promotion's Terms and Conditions during the "Validity Period", and;
  - In the "Promotional Code" field, enter and validate the custom code for the promotion that was generated and shared with them by a "BBVA Patron";
  - Register at BBVA by opening an account (hereinafter, the "BBVA Account") and applying for the Aqua Debit/Credit card (hereinafter, the "Card");
  - Direct deposit one (1) paycheck/pension for at least €800.
  - Keep the paycheck/pension (for the minimum amount indicated above) direct deposited in the BBVA Account for at least twelve (12) consecutive months after the confirmation of this Promotion.

Your friends, as "BBVA Adoptees", will have a period of up to thirty (30) calendar days after signing the account contract to send the information and documentation requested by BBVA in order to open and register the account and, as a result, for it to become operational. If the BBVA account is not operational after this deadline has passed, because it was not possible to register it due to the requested information and documentation not being provided in full, the Promotion will be canceled for your friends ("BBVA Adoptees").

Once they have joined the promotion, the "BBVA Adoptees" will have a maximum of three (3) months to direct deposit their first paycheck/pension. If registering at a branch, said term is five (5) months. If no paycheck/pension for at least €800 is deposited in said account during this period, the Promotion will be canceled for that "BBVA Adoptee".

Every invitation, joining process and payment of the Prize for each BBVA Adoptee is separate from any other invitations generated and sent by the "BBVA Patron".

Your "BBVA Adoptees" will receive the Prize of this Promotion provided they signed up as a BBVA customer using a valid custom promotional code shared by you, as their "BBVA Patron", and that said code has not been used more than the number of times authorized, as described in clause 6. They must also meet the requirements specified in the Terms and Conditions of the promotion, regardless of whether or not you, as a "BBVA Patron", have exceeded the maximum number of prizes that can be received, or stop satisfying the conditions required in these Terms and Conditions as a "BBVA Patron".

## 8. What Prize will your friends, as "BBVA Adoptees", and you, as a "BBVA Patron", receive?

If you and your friends meet the conditions of participation as a "BBVA Patron" and "BBVA Adoptees", you will receive the following "Prize", respectively:

- As a "BBVA Patron", you will only have the right to obtain a Prize of fifty (50) euros net for each of the "BBVA Adoptees" that have fulfilled each and every one of the conditions set out in these Terms and Conditions, up to a maximum of ten (10) BBVA Adoptees and a maximum prize amount of five hundred (500) euros net.



- Each of your "BBVA Adoptees" will receive two hundred and two euros and fifty cents €202.50 net (€250 gross), provided the maximum number of "uses" established for the promotional code in clause 6 has not been exceeded.

The participation and fulfillment of the conditions established in the Terms and Conditions by more than ten (10) "BBVA Adoptees", through the custom promotional code generated by the same "BBVA Patron", will not give you the right as a "BBVA Patron" to obtain the same number of Prizes as the number of BBVA Adoptees that have fulfilled the conditions of participation established in the Terms and Conditions.

The payment of the Prize will be subject to the "BBVA Patron" and "BBVA Adoptee" meeting the conditions set out in these Terms and Conditions.

BBVA will deposit the Prize into the BBVA account of the "BBVA Patron" and in the BBVA account of the "BBVA Adoptee" after verifying the conditions specified in the Terms and after a minimum of 45 days and a maximum of six (6) months from the first direct deposit of the paycheck/pension of the "BBVA Adoptee" in the BBVA account for at least €800 a month.

The Prize may not be changed, altered or offset at the request of the "BBVA Patron" or "BBVA Adoptee". If the Prize is rejected, no alternative will be offered.

In the event of there being no participants, BBVA may declare the Promotion void.

#### **9. How will you be notified of the Prize?**

Both the "BBVA Patron" and the "BBVA Adoptee" will be notified of the Bonus within six (6) months from the date on which the "BBVA Adoptee" first direct deposits the paycheck in their Account.

This will be done through the deposit of the bonus in the account, with the description "Commercial Promotion Bonus"

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

If either the "BBVA Patron" or the "BBVA Adoptee" fails to comply with any of the conditions set out herein, the Promotion will be canceled for the participant who does not comply.

If the "BBVA Patron" does not comply and the Prize has been paid, he/she will be required to return it. BBVA will post a charge in the amount of the Prize to the same account into which the Prize was paid.

Once these Terms and Conditions have been breached, the Promotion will be canceled for the non-compliant participant, even if they subsequently fulfill the conditions again.

#### **11. As a "BBVA Patron", how can you accept the Terms and Conditions?**

By accepting these Terms and Conditions as a "BBVA Patron", you confirm your agreement with them in full, as well as confirming that you accept BBVA's criteria for resolving any disputes that may arise from their interpretation.

BBVA reserves the right to disqualify, entirely at its discretion, any participant who manipulates or tries to manipulate the Promotion or who breaches any of these Terms and Conditions.

BBVA may take whatever decisions are necessary to resolve any disputes and conflicts that may arise in running the Promotion, provided that they do not cause any undue harm to the participants and that they are fair.

If you do not meet the conditions for participating as a "BBVA Patron" 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.

#### **12. What happens in the event of Fraud?**

If BBVA, or any company that is professionally connected to the Promotion, detects any anomaly or suspects that a participant



is preventing the Promotion's normal operation, it may unilaterally remove that participant's involvement. 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 remove any participant from the list who demonstrates, or who is suspected of, unlawful activity in this manner.

Potential fraudulent, anomalous or malicious actions are deemed to be those in which the "BBVA Patron" shares the custom promotional code openly in forums, social media or in any mass media platform that is outside the Patron's circle of friends.

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

The claim period for the Promotion ends twelve (12) months after the date that the Validity Period ends.

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

The "BBVA Patron" is hereby informed that the personal data they provide as part of participating in this Promotion, including those data provided if they receive the Bonus, will be processed by Banco Bilbao Vizcaya Argentaria, S.A., with registered offices in Plaza de San Nicolás 4, 48005, Bilbao, for the purpose of organizing, controlling and monitoring the Promotion and of making the Bonus payment under the terms set out herein.

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.

BBVA informs the "BBVA Patron" of the following:

- Personal data will be stored for the duration of the contractual relationship. Once terminated, the data will be blocked for the legally established term, generally ten years. Once the legal period has elapsed, the data will be destroyed.
- The legal basis that allows us to process your data is your consent, which you provide when you participate in this Promotion by accepting these terms and conditions.
- BBVA will not disclose your data to third parties unless required by law or you give us your consent to do so.
- The "BBVA Patron" can freely exercise their rights of access, rectification, deletion, objection, restrictions on processing and portability by sending a written request to [derechosprotecciondatos@bbva.com](mailto:derechosprotecciondatos@bbva.com). These rights may not be exercised retroactively. The deletion of the data necessary to process the Promotion will automatically render the data subject ineligible for the Promotion.
- If the "BBVA Patron" believes that their personal data has not been processed in accordance with the regulations, they may contact the Data Protection Officer at the BBVA Group at the following address: [dpogrupobbva@bbva.com](mailto:dpogrupobbva@bbva.com). You can also file a claim with the Spanish Data Protection Agency ([www.agpd.es](http://www.agpd.es)).

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

For the "BBVA Patron", the payment of the bonus could have tax implications that you will have to take into account in your tax return.

In the case of the "BBVA Adoptee", the payment of the prize of €202.50 net (€250 gross) constitutes a capital gain that is subject to withholding at the applicable rate, currently 19% for tax residents of Spain.

BBVA will withhold said amount from the "BBVA Adoptee" and deposit it in the Treasury on his/her behalf, and make the corresponding information available to him/her for tax purposes. Both the capital gain and the withholding are attributed to said holder, regardless of any other holders in the account where the paycheck is direct deposited or the investments are made. All of the above is without prejudice to any tax changes that may be made during the validity period of this Promotion.

If in doubt, check with your tax advisor.



#### **16. 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 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 shall also not assume any liability for any damages of any kind that may arise from the custom promotional code being sent en masse and fraudulently, as well as from spam (publication in forums, social media or mass media platforms) being generated beyond the BBVA Patron's own circle of friends who are interested in becoming BBVA customers.

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 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.

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

Any disputes shall be subject to Spanish law before the courts in the customer's place of residence.