

Terms and conditions of the Promotion “Plan Invita a un Amigo – Primera compra”

TERMS AND CONDITIONS OF THE PROMOTION

The company BANCO BILBAO VIZCAYA ARGENTARIA, S.A., with registered offices in Bilbao at Plaza de San Nicolás no. 4, and tax ID (CIF) A48265169 (hereinafter, “the Bank” or “BBVA”) organizes this promotion known as the “ Plan Invita a un Amigo – Primera compra ” (hereinafter, the “Promotion”), which will be governed by the following terms and conditions (hereinafter, the “Terms and Conditions”).

1. What does this Promotion consist of?

This Promotion is designed to encourage the registration of online customers, as well as the first purchase with the BBVA card (Ahora/Después/Aqua debit/Aqua credit) (hereinafter, the “Card”) for an amount of at least €15.00 for those customers who have registered with BBVA through BBVA’s mobile applications (for the Android and iOS operating systems) and using a promotion code provided by another BBVA customer (hereinafter, the “Patron”). This promotional code will be limited to 10 uses, as explained in clause 6.

Upon fulfillment of the promotion requirements:

- As a “BBVA Patron” who invites other people to register online as a customer and make a purchase with the card for €15.00 or more, you will receive a net bonus of €5.00 in your account.
- As a “BBVA Adoptee” who completes the online customer registration process and makes a purchase with the card for at least €15.00, another bonus of €15.00 net in their 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?

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.

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?

The period during which you can participate in the Promotion will start on September 1, 2021 at 00:00 (CET) and will end on December 31, 2021 at 23:59 (CET), inclusive (hereinafter, the “Period of Validity”).



5. What steps do you need to follow 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 during 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 (through the website or mobile app);
- Go to the section "Invite a friend" in the private area where the promotion is, and where you can generate your custom code;
- Accept and sign these Terms and Conditions;
- Copy and save the custom promotion 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 promotion 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";
- Furthermore, 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 and apply for a card using the custom promotion 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;
 - (iv) Satisfy any other obligations set out in the Terms and Conditions.

6. As a "BBVA Patron", what is your custom promotion code?

Your custom promotion 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 promotion code

This custom promotional code is limited to 10 uses, with one "use" being considered as that made by "BBVA Adoptees" when they sign up for 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 during the six (6) months prior to the beginning of the Promotion;
- Accept the terms and conditions of the promotion and:
 - In the "Promotional Code" field, enter and validate the custom code for the promotion that was generated and shared with him/her by a "BBVA Patron";



- Register online at bbva.es, m.bbva.es, or on the app by opening a BBVA Online Account (hereinafter, the "BBVA Online Account") and applying for the Aqua Debit/Credit card (hereinafter, the "Card");
- Activate the card.
- Make one (1) purchase with the BBVA Card for at least €15.00. The aforementioned purchase amount that the "BBVA Adoptee" makes with his/her BBVA card for €15.00 must be from a single purchase, not from the sum of several purchases;

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 the account is registered and operational, they will have up to three (3) months to make the first purchase for at least €15.00 with their BBVA card. If they do not make a purchase during this period, the Promotion will be canceled for your "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 be entitled to receive a Prize of €5.00 euros net for each "BBVA Adoptee" that satisfies each and every one of the conditions laid out in these Terms and Conditions, up to a maximum of 10 BBVA Adoptees, and a maximum net amount of prizes received of €50.00.
- Each of your "BBVA Adoptees" will receive fifteen (15) euros net (€15.00 gross), provided the maximum number of "uses" established for the promotional code in clause 6 has not been exceeded.

If more than 10 BBVA Adoptees participate in compliance with the conditions laid out in these Terms and Conditions, using the custom code generated by the same "BBVA Patron", this will not give you the right as a "BBVA Patron" to obtain the same number of Prizes as the number of BBVA Adoptees who fulfilled the conditions of participation set out in these 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.

No later than six (6) months after the first purchase for at least €15.00 is made with the BBVA card of the "BBVA Adoptee", BBVA will proceed to deposit the Prize into the BBVA account held by the "BBVA Patron" and into the BBVA account held by the "BBVA Adoptee", after verifying that the conditions set out in the Terms and Conditions have been met.

The Prize may not be exchanged, 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 payment no later than six (6) months after the date when the "BBVA Adoptee" makes the first purchase with his/her card for at least €15.00.

When the bonus is deposited into the account, it will be accompanied by the memo:

- "BBVA Patron": "Sales promotion bonus" and the remarks " Plan Invita a un Amigo – Primera compra Promotion".
- "BBVA Adoptee": "Sales promotion bonus" and the remarks "Plan Ready Promotion".

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

If you, as a "BBVA Patron", or the "BBVA Adoptee", were to breach any of the conditions specified in these Terms and Conditions, the Promotion will be canceled for the participant that breaches the conditions and, if they have already received the Prize, they will be required to repay it. BBVA will inform the non-compliant participant of their disqualification and, within the period indicated in the communication, will charge the amount of the Prize to the account into which it was originally 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. How can you accept the Terms and Conditions?

By accepting these Terms and Conditions, whether as a "BBVA Patron" or "BBVA Adoptee", 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, as participants, you do not fulfill the above terms and conditions of participation that apply to you, respectively, as "BBVA Patron" or "BBVA Adoptee", or if you do not meet all the requirements established in these Terms and Conditions, you will not have the right to receive the Prize in the terms established 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. As a "BBVA Patron", 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. 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. Participants can also file a claim with the Spanish Data Protection Agency (www.agpd.es).

15. What taxation is applicable to the Prize?

The bonus payment may have tax implications for both the “BBVA Patron” and the “BBVA Adoptee”, who should take this into account in their annual tax return. If you have any questions, please check with your tax adviser.

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.

17. Where can I consult the Terms and Conditions?

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.

18. Law and jurisdiction

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