

Terms and conditions for the "Plan Amigo Vacaciones" 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 "Plan Amigo Vacaciones" 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 aim of this promotion is to encourage both BBVA customers (hereinafter "BBVA Patron") and non-customers (hereinafter "BBVA Adoptee") to participate in a team competition, where the Team that meets the conditions specified in these Terms and Conditions will receive a prize for each of its members.

2. When does this promotion end?

The period during which you can participate in the Promotion will begin on April 3, 2023 at 00:00(CET), and end on June 26, 2023 at 11:59 PM (CET), both inclusive (hereinafter, the "Validity Period").

3. What is the prize of the promotion?

The prize of this promotion consists of a voucher exchangeable for a full trip (travel and accommodation), which will be provided to each member of the Team that wins the promotion.

The conditions of the prize are set out in section 11.

4. How is a Team created and who can be in it?

- All the Teams participating in this promotion will have the following characteristics:
- Only "BBVA Patrons" can create Teams, and then only one (1) per promotion. To do this, as a "BBVA Patron," you will have to accept the legal terms and conditions of this "Promotion". Once confirmed by means of your signature, you will be given a custom promotional code and a unique identifier for your Team. This custom promotional code will be limited to three (3) uses, as explained in section 9.
- "BBVA Adoptees" will be invited by the "BBVA Patrons" to join their Team. To do so, the "BBVA Adoptees" will have to become a BBVA customer through bbva.es, movil.bbva.es or the BBVA mobile application (for Android and iOS operating systems), by using the custom promotional code provided by the "BBVA Patron".
- Similarly, the "BBVA Adoptees" can only be part of one (1) Team during the validity period, and you cannot under any circumstances create their own Team.
- In addition, to encourage new "BBVA Adoptees" to participate and join a Team, each "BBVA Adoptee" who completes the customer registration process will also receive a custom code for the promotion, also limited to three (3) uses and associated

with their team, so that they can share it with friends and relatives who are not BBVA customers.

- The maximum number of "confirmed members" in a Team will be (100) people, with: (1) "BBVA Patron" and (99) "BBVA Adoptees".

5. How is the winning Team determined?

The conditions for determining the winning Team are as follows:

- The winning team must reach one hundred and one (100) "confirmed members": (1) "BBVA Patron" and (99) "BBVA Adoptees", all confirmed.
- You, as a "BBVA Patron", by satisfying the conditions required in these Terms and Conditions, will acquire the status of "confirmed member" of your Team.
- The "BBVA Adoptees", whether invited by another "BBVA Adoptee" in your Team or by you, by satisfying the conditions required in these Terms and Conditions that they sign during the process of registering as a BBVA Customer (see section 10), will also be a "confirmed member" of your Team.

Similarly, during the validity period of the promotion and until its completion, the conditions of each participant in the promotion will be reviewed daily ("BBVA Patrons and BBVA Adoptees" of all the Teams) and if as a result a Team is determined to have won, the promotion will automatically be terminated and:

- The members of the winning Team will be informed of their status as "Winners of the competition", and they will receive instructions to claim their prize.
- The "BBVA Patrons" associated with this promotion will not be allowed to sign new contracts.
- No new Teams will be permitted.
- All the custom codes issued up to that point will be cancelled.
- New customer registrations ("BBVA Adoptees") will not be allowed if they use a custom code for this promotion.

If for any reason two or more Teams reach the status of "100 confirmed members" on the same date (during or after the validity period), the winner will be determined based on the "TIME STAMP" on which the last "BBVA Adoptee" first met the condition required by the corresponding promotion. This person will determine which team is the first to have 100 confirmed members.

Similarly, if at the end of the competition no Team achieves the status of 100 "confirmed members," the winner will be the Team that has the most confirmed members, provided it has at least 20 confirmed members. If there are two or more Teams that satisfy this condition, the result will be determined using the same rule as in the previous point. If, however, no Team has 20 or more confirmed members by the end of the validity period, the competition will be void, no Team will be declared the winner and thus no prize will be awarded.

6. 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 section 1.

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

Similarly, "BBVA Adoptees" will have legal terms and conditions associated with their promotion that will complement those herein.

7. 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 Prize, 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 this case, you will have to rectify the situation before you can receive the Prize. If you have not settled your debt by the prize presentation date, you will lose your right to receive it and it will not be given to you.

8. 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 and have a bank account in your name.
- 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 (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 and identify your Team
- 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 section 9. 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 their 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 sections 15 and 20). Furthermore, you may not use tools for sending messages en masse, nor impersonate any other person or simulate the sending of the custom promotion code from any person other than yourself, as a "BBVA Patron";
- If you are a winner, on the date the promotion ends, either because the "Validity Period" is over or because 100 members joined before the end of the promotion, keep a balance of €500 or more in the account associated with this promotion.
- 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 at 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 section 9;
 - (ii) Have met the participation requirements set out in section 10 of the following document;
 - (iii) Satisfy any other obligations set out in the Terms and Conditions.

9. 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 be limited to three (3) uses, with a "use" being defined as the employment of this code by the "BBVA Adoptees" when joining the promotion. The code will only be associated with the unique Team Identifier that was assigned to you when you signed these Terms and Conditions. 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.

10. 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" or "BBVA Adoptee";
 - 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"), and
 - Activate the card.
 - Make one (1) purchase with their BBVA Card for at least €30.00 during the promotion's "Validity Period". The aforementioned purchase that the "BBVA Adoptee" makes with their BBVA card for €30.00 must be from a single purchase, not from the sum of several purchases.
 - Once this process is completed, provided that a winning Team has not been determined yet, they will acquire the status of "confirmed member" of your Team.

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 those friends ("BBVA Adoptees") whose account is not operational.

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 acquire the status of "confirmed member" in this Promotion provided they signed up as a BBVA customer using a valid custom promotional code shared by any other "BBVA Adoptee" associated with your Team, or by you, their "BBVA Patron", and that said code has not been used more than the number of times authorized, as described in section 9. 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", stop satisfying the conditions required in these Terms and Conditions as a "BBVA Patron".

11. What Prize will your friends receive as a "BBVA Adoptee" and you as a "BBVA Patron"?

If you and your friends meet the respective conditions of participation as a "BBVA Adoptee" and "BBVA Patron", you will each receive as a "Prize" a travel voucher worth €1,228.00 gross (€1,000.00 net).

This voucher will have the following characteristics:

- It is in your name.
- It can only be used for one trip.
- It can be redeemed for any destination you choose, which can be managed by the BTravel agency.
- The destinations have to be part of tourist packages that include flights, transfers and hotels or organized circuits.
- The net value is €1,000.00. If 100% of this amount is not consumed, any surplus will not be refunded to the "BBVA Patron" and/or "BBVA Adoptee".
- The trip must be booked before 1 December 2023. After this period, you will not be able to redeem the voucher.
- The trip cannot be taken after 30 September 2024 and will be subject to the availability of the selected destination.
- If the price of the selected trip is higher than the net value of the voucher, either the "BBVA Patron" or "BBVA Adoptee", as applicable, must pay the difference in order to purchase the trip.

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

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. The Prize also cannot be sold.



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

12. How will you be notified of the Prize?

Both the "BBVA Patron" and the "BBVA Adoptee" will be notified of the Prize within six (6) months from the date on which the Validity Period of the Promotion ends.

13. How is the Prize redeemed?

Both the "BBVA Patron" and the "BBVA Adoptee" can redeem their prize (within the periods set out in section 11) at the branch that BTravel, as the partner travel agency (its corporate name is: AVORIS RETAIL DIVISION, with VAT No.: B07012107), makes available by contacting:

- By phone: 91 750 39 91
- By e-mail: mad-lavela@btravel.com

The business hours for customer service will be:

- Monday to Friday
- From 9:30 am to 4:30 pm

14. 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.

Similarly, if the "BBVA Patron" or the "BBVA Adoptee" does not comply and the Prize has been paid to either of them, he/she will be required to return it. BBVA will post a charge for the amount of the Prize to the account under your name.

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.

15. What does accepting the Terms and Conditions entail for the "BBVA Patron"?

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. Participants are required to follow any instructions that BBVA may provide, as applicable.

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.

16. 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 normal operation of the Promotion, it may unilaterally block 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.

17. What is the claim period?

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

18. 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, 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 and email address, in order to organize, control and monitor the Promotion and to deliver the bonus or prize, should you win. The Legal Basis is the performance of this contract.

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.

Except in the cases detailed below, whose legal basis is the performance of this contract, we will not disclose your personal data to third parties, unless we are required to do so by law or we obtain the corresponding consent needed to do so:

- BBVA must provide the BTravel Agency (whose name is: AVORIS RETAIL DIVISION, with VAT No.: B07012107) your personal details so that it can identify you as the winner of the prize, and so that you can redeem your voucher. The personal data that will be shared will be: Full name and NIF, NIE or Passport number of the winner.
- BTravel must inform BBVA once the voucher is redeemed and its amount, so that BBVA can apply the tax regulations and procedures described in section 19 of these terms and conditions. The personal data that will be shared will be: Full name, NIF of the winner and the amount of the voucher used.

You may, at any time, exercise your rights of access, correction, deletion, objection, limitation of processing, and portability by writing to 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. You may also submit a complaint to the Spanish Data Protection Agency (www.aepd.es).

19. What taxation is applicable to the Prize?

For the "BBVA Patron", the established value of the prize is €1,228.00 gross (€1,000.00 net) and is considered a capital gain in kind subject to payment on account at the rates in force at the time, since its worth is in excess of €300. The current tax rate for tax residents in Spain is 19%, and the withholding is the result of increasing the cost of purchasing the prize by 20%.

BBVA will withhold said amount from the "BBVA Patron" and deposit it in the Treasury on his/her behalf, and make the corresponding information available to him/her for tax purposes. Both the income and the withholding tax are attributed to the aforementioned account holder, regardless of any other account holders. 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.

20. 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 is entitled to terminate these Terms and Conditions for any reason, and with them, the associated promotion.

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 of the clauses of these Terms & Conditions is declared null or void, the remaining clauses not affected thereby shall remain in force.

21. 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.