

Terms and conditions for the “Cashback Suscripción” 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 “Cashback Suscripción” Promotion (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 payment of the subscription to any of the digital entertainment services offered in this promotion and included in these Terms and Conditions (hereinafter, the “Subscription”) with the Aqua Debit card (hereinafter, the “Card”) for those customers who have registered with BBVA, via www.bbva.es, m.bbva.es or BBVA's mobile applications (for the Android and iOS operating systems).

For the subscription referred to above and paid with your card, you will receive for 6 successive calendar months, from date to date from when you complete the registration as a client (hereinafter “Bonus Period”), a maximum monthly bonus of € 9.99 net in your account, with the maximum accumulative bonus of € 59.94.

The bonus period is not associated with the start of the subscription, but is fixed for 6 successive months from when you have completed the customer registration process.

The digital entertainment services whose subscription entitles you to the bonus must be provided by:

- Netflix
- Disney +
- HBO Max
- Spotify
- PlayStation®Plus
- DAZN

This promotion is exclusive to BBVA, meaning the digital entertainment services indicated, as well as the companies that represent them, are not involved in this promotion.

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.

This promotion will not be compatible with the following promotions:

- Plan Ready
- Casback 2.5%

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 payment date of the bonus, you owe BBVA any payable and required amount. In such cases, you will have to 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.

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.

This promotion is exclusive to BBVA and cannot be combined with other offers or discounts in progress both from BBVA and from the subscription services detailed in section 1.

Likewise, if you register using a custom promotional code that was given to you by another BBVA customer so that you can both benefit from the promotion (“Invite a Friend Plan” promotions), you will also not be eligible if the code has been used more than 10 times.

4. How long does this Promotion last?

The period during which you can participate in the Promotion will begin on March 6, 2022 at midnight (CET) and end on June 30, 2022 at 23:59 pm (CET) (the "Validity Period").

5. What steps do you need to follow in order to participate in the Promotion?

The following steps are required in order to participate in the Promotion

- 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 during the "Period of Validity" and:
- 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 card (hereinafter, the "Card"), and
- Activate your card.
- Pay the Subscription with your Card directly, by reporting your card details in the contracted subscription service or indirectly, through PayPal services. Any other indirect payment made through a third-party platform, such as "Pulpo.es", will be excluded from the promotion.

You will have a period of up to thirty (30) calendar days after signing the BBVA Online Account contract to send the information and documentation requested by BBVA in order to open and register the BBVA Online Account and, as a result, for it to become operational. If the BBVA Online Account is not operational after this period has elapsed, because the account could not be registered owing to a lack of the requested information and documentation, the Promotion will be canceled.

6. What is the Bonus and when will you receive it?

If you purchase a Subscription for € 9.99 or more with the Card and follow the steps indicated in section 5, you will receive a net bonus of € 9.99 in the BBVA account that you opened, along with the Card, during your registration process. If the Subscription amount is less than € 9.99, the bonus will be equal to the subscription amount. If, on the other hand, the Subscription amount is more than € 9.99, the bonus will be equal to € 9.99.

If you make a subscription to several of the services detailed in section 1, you will only be offered a bonus for the subscription of one of them. It will not have to be the same service every month and it will correspond to that service whose monthly charge on your card is made first, whatever it is among those admitted. This check will be carried out on a monthly basis and will correspond to each of the Bonus Periods established in section 1, so if any charge is due to a subscription period other than the monthly one (bimonthly, quarterly, annual subscription, etc.) you will only receive a bonus for that payment that is within the Bonus Period established in section 1 and in the terms set forth in the previous paragraph.

Payment of the Bonus will be subject to these Terms and Conditions being met.

BBVA will proceed to deposit the Bonus after verifying that you have met the requirements set out in the Terms and Conditions and for each Bonus Period no earlier than seven (7) days and no later than six (6) months after the payment is made to any of the subscription services described in section 1.

The Bonus may not be changed, altered, or offset. If you reject the Bonus, you will not be offered another alternative.

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

7. How will you be notified of the Prize?

The notification of the Bonus will be made to you, at the latest, six (6) months after the payment has been made in any of the subscription services described in section 1.

This notification will be made by way of depositing the bonus in the recipient's BBVA Online account, with the entry "Sales Promotion Bonus" and the remark: "Cashback Suscripciones".

8. What does accepting the Terms and Conditions entail?

Accepting these Terms and Conditions entails full agreement with them, as well as acceptance of 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 you in its sole discretion 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 for resolving any disputes or conflicts that may arise throughout the course of the Promotion, provided that these are fair and do not unduly disadvantage you.

In the event that you do not meet the previously-applicable conditions of participation or you do not meet all the requirements set out in the Terms and Conditions, you will not have the right to receive the Bonus.

9. What happens if you don't meet the requirements of the Promotion?

If you don't meet the requirements set out in these Terms and Conditions, including those obligations that remain in force after the bonus is deposited, the Promotion will be canceled and, in the event that you have already received the Bonus, you will be obliged to return it.

BBVA will charge the amount of the Bonus to the account in which the bonus had been deposited.

If you violate any of its Terms and Conditions, the Promotion will be automatically canceled, even though you fulfill the same terms and conditions at a later time.

10. What happens if you commit fraud or there is fraudulent activity?

If BBVA or any entity that is linked professionally to the Promotion detects any anomaly or suspects that you are preventing the Promotion from running smoothly, it can unilaterally eliminate you from participating. Accordingly, BBVA has procured the necessary technological support systems to detect possible fraudulent, anomalous, or malicious actions that intend to impair participation in the Promotion to acquire the bonus unlawfully. Therefore, BBVA reserves the right to delete your registration if it has evidence or suspicion of irregular activities as described above.

11. What is the claim period?

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

12. How will your personal data be processed?

The "Holder" 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 "Holder" 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 "Holder" 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 "Holder" 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).

13. Is the Bonus subject to taxation?

The bonus payment may have tax implications, so please take this into account in your annual tax return.

If you have any questions, please check with your tax adviser.

14. 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.

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 null shall remain in force.

BBVA is not responsible for any changes in the conditions and/or prices of the digital entertainment services proposed in this promotion and included in section 1 of these Terms and Conditions that entitle you to the bonus.

15. Law and jurisdiction

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