

# Terms and conditions of the “PLAN CL” 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 CL” 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 seeks to encourage new customers to register online and direct deposit a new paycheck or pension (for at least €800). If you are interested in becoming a BBVA customer through [www.bbva.es](http://www.bbva.es), [m.bbva.es](http://m.bbva.es), or the BBVA app (for Android and iOS operating systems). If you meet the requirements of the promotion, a bonus of €150 gross (€121,50 net) (hereinafter, the “Bonus”) will be deposited into your account, as explained in point 13.

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

The Promotion is intended for any individual who resides in Spain and who is over 18 years old at the start date of the Promotion, who is not a BBVA customer and who meets the requirements established in section five (5).

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

Participants can take advantage of this promotion provided they have not benefited from any other promotion in the last 2 years for having their salary, pension or unemployment benefit paid into BBVA. Furthermore, once you sign up for this Promotion, you may not join any other BBVA promotions while this Promotion remains in force, or for six (6) months after this Promotion ends.

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.

Nor can you participate in the Promotion if, during the Validity Period and up to the awarding of the Bonus, you are a debtor of 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 lose your right to the Bonus and it will not be deposited in your account.

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 is this promotion available?

You can take part in the Promotion from December 24, 2023, at midnight (CET) until June 30, 2024, at 11:59 pm (CET), both inclusive (hereinafter, the “Validity Period”).



## 5. Which requirements must you meet to participate and be eligible for the promotion?

To participate, you must meet the following conditions:

- Not be a BBVA customer;
- Not have left BBVA as a customer during the six (6) months prior to the beginning of the Promotion;
- Register as a customer with BBVA either on your phone or the website
- Accept the terms and conditions of the promotion during the "Period of Validity" and:
  - Register online at [bbva.es](https://bbva.es), [m.bbva.es](https://m.bbva.es), or via the app, by opening a BBVA Account (hereinafter, all accounts shall be referred to as the "Account"), and direct deposit a new paycheck or pension in the Account for at least eight hundred (800) euros a month. The aforementioned minimum gross amount of €800 per month must be for one (1) paycheck or pension payment deposited via account transfer. The sum of several paychecks or pensions direct deposited into a BBVA account will not be valid;
  - Keep direct depositing the salary or pension (for the aforementioned minimum amount) into the Account for at least twelve (12) consecutive months after signing up for this Promotion.

You 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 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.

Once the account is registered and operational, you will have up to three (3) months to direct deposit the first paycheck or pension. If a paycheck or pension for a minimum of €800 is not direct deposited into the account during this period, the Promotion will be canceled.

Signing up for a BBVA Account involves opening a checking account and taking out a card. The Bank will decide at any time during the validity of the promotion which of the three Accounts is included in the promotion. BBVA will inform you at the beginning of the online registration process if the Account you have chosen is included in the promotion. See the information before you sign up.

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

If you meet the outlined terms and conditions of participation and you have completed the aforementioned actions, you will receive a Bonus of one hundred (150) euros gross in your Account, which you opened during the registration process.

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, no earlier than forty-five (45) days and no later than six (6) months after the first direct deposit of your paycheck or pension into the Account for an amount of at least eight hundred (800) euros per month.

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

## 7. How will you be notified of the bonus?

You will be notified of the Bonus no later than six (6) months after the date of the first direct deposit of your paycheck or pension into your account.

This notification will be made by way of depositing the bonus in the recipient's BBVA account, with the entry "Commercial Promotion Bonus" and the remark: "Plan CL Bonus".

## 8. How do you agree to the terms and conditions?

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 if you manipulate or try to manipulate the Promotion or if you violate any of the 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.

In the event that you do not meet the aforementioned 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 in order 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 in the previous paragraph.

#### **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](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 "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](mailto:dpogrupobbva@bbva.com). Participants can also file a claim with the Spanish Data Protection Agency ([www.agpd.es](http://www.agpd.es)).



### **13. Is the bonus subject to taxation?**

The payment of the bonus worth €150.00 gross (€121.50 net) is classified as capital gains and is therefore subject to withholding at the rates in force at the time of payment; currently, this rate is 19% for tax residents in Spain.

Along with the €150 deposit, BBVA will debit €28.50 from your account corresponding to the withholding and will then deposit this amount in the Treasury on your behalf. You will then be provided with the tax information corresponding to the direct deposit of your salary in the Account for your Annual Tax Return. Both the yield and the withholding will be attributed to you, irrespective of any other holders of the account where your salary is deposited directly. The above information is without prejudice to any modifications that may arise in the tax regulations during this Promotion's validity period.

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 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 nullified shall remain in force.

### **15. Applicable law and jurisdiction**

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