



Terms and conditions of the “Unidad Familiar - Móvil” 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 “Family Unit-Cell Phone” 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 registration of new online customers and the direct debit of a new paycheck (equal to or greater than €800), as well as the registration of new young customers between 12 and 17 years of age with a balance of €5.

If you are one of the first 1,000 new customers to meet the Promotion requirements set forth in section six (6), you will be eligible to receive an Apple iPhone SE3 64 GB cell phone (hereinafter referred to as the CELL PHONE).

2. WHO IS THE PROMOTION INTENDED FOR?

The Promotion is intended for individuals over 18 years of age on the Promotion start date and resident in Spanish territory, who are not BBVA customers and who meet the requirements established in section six (6) of these Terms and Conditions and who, as legal representative, have under their responsibility individuals under the age of 12 to 17 years of age and who are also resident in Spanish territory and who are not BBVA customers.

3. WHO IS EXCLUDED FROM PARTICIPATING IN THIS PROMOTION?

You can take part in this Promotion provided you have not benefited from any other promotion in the last 2 years for having your paycheck, 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. In addition, this Promotion will be limited to the first 1,000 new customer registrations that meet all the requirements of section 6.

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 delivery of the Cell Phone, 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 this case, you will have to resolve the situation before receiving the cell phone. If you have not settled the debt by the date of delivery of the cell phone, you will lose the right to receive it.



4. WHEN DOES THIS PROMOTION END?

You can take part in the Promotion from November 27, 2023, at midnight (CET) until March 31, 2024, at 11:59 pm (CET), both inclusive (hereinafter, the "Validity Period"), and the deadline to comply with the conditions set forth in section 6 is on April 30, 2024 at 23:59 hours (Spanish peninsular time) or alternatively until the cell phones run out of stock (limited to 1,000 units).

5. WHAT IS THE PRIZE OF THE PROMOTION?

The prize of this promotion consists of a coupon to redeem for an Apple iPhone SE3 (64 GB) cell phone.

The conditions to try and win the prize are set forth in section six (6) of this document.

6. WHAT CONDITIONS MUST YOU FOLLOW IN ORDER TO PARTICIPATE IN THE PROMOTION?

To be eligible, you must meet each and every one of the following conditions:

- Not be a BBVA customer.
- Not have left BBVA as a customer in the six (6) months prior to the beginning of the Promotion.
- Have accepted the Terms and Conditions during the "Validity Period" and carried out the following actions:
- Register online at bbva.es, m.bbva.es or app by signing up for the BBVA Fee-Free Online Account product (hereinafter the "Account"), enter the promotional code "IPHONESE3" during the registration process available in the sections of the public area of the BBVA website and app where the promotion is described.
- Set up a direct deposit in the Account for a new amount equal to or greater than eight hundred (800) euros per month. To comply with the banking regulations on transfer clearance, it is necessary for the minimum monthly amount of €800 to be paid in the form of a single paycheck, following the coding guidelines for paycheck payments. The sum of several paychecks paid by direct deposit into a BBVA account will not be valid; Both the bank Account holder and the person receiving the paycheck must be the same individual.
- Keep the paycheck directly deposited in the Account for at least twelve (12) consecutive months after joining this Promotion.

Complete the online registration in BBVA, as a Legal Representative of a minor between 12 and 17 years old. This registration process for the minor entails arranging the following: The Online Account for Minors, the Aqua Debit card, the Metas account and access codes to BBVA's digital channels. In addition, you will need to have a minimum balance of €5 in the Online Account in which the minor is the account holder and you are the Representative. The Legal Representative of the minor who arranges these products on his/her behalf must necessarily be the same person as the party who has signed these terms and conditions and who is also the holder of the aforementioned account and direct debited paycheck.

You will have a period of up to fifteen (15) 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 a period of up to three (3) months to carry out the first direct deposit of your paycheck. If the minimum paycheck of €800 is not paid directly into the account during this period, the Promotion will be canceled.

In addition, only those Paychecks that have been issued in accordance with the codification established for payroll credits in the banking regulations related to transfer clearing will be accepted. In other words, if the credit to the account is deposited as a transfer but is not identified with the paycheck code, then this credit will not be identified as a paycheck and the requirement will not be deemed to be met.

7. WHAT PRIZE WILL YOU RECEIVE FOR PARTICIPATING IN THIS PROMOTION?

If you comply with the conditions for participation indicated in the previous section of these terms and conditions and you have carried out the actions described, you will receive a COUPON that you can redeem for the Apple iPhone SE3 cell phone model valued at €528.18 (VAT included) at the site of the supplier/distributor designated for this purpose.

This COUPON will have the following characteristics:

- It is unique for the holder who accepts the legal terms and conditions and is limited to 1,000 units.
- The exchange of the coupon implies a discount equivalent to the total value of the CELLPHONE.
- It is a 10-position alphanumeric.
- It can only be used for the redemption of the CELL PHONE indicated in these terms and conditions.
- It may only be redeemed on the site provided by the supplier/distributor designated for this purpose.
- The redemption of the CELL PHONE with the COUPON must be made before May 15, 2024. After this period, you will not be able to redeem the voucher.

Once the fulfillment of the required conditions has been confirmed, a communication will be sent which will include both your COUPON and the necessary instructions for you to redeem the COUPON for a cell phone model Apple iPhone SE3. In order to proceed with the redemption, you must sign a contract of sale of the CELL PHONE with the supplier/distributor designated as a collaborator of this promotion and identified in section 9 of these rules, at no cost to you (unless you fail to comply with the conditions of the promotion according to section 10 of these rules), exempting BBVA from any responsibility for the sale, delivery and quality of the CELL PHONE. BBVA is not a party to the CELLPHONE purchase agreement or any other document that the supplier/distributor signs with the winning participant. Any complaint or claim relating to the sale, delivery and quality of the CELL PHONE received by the winning participant must be addressed to the designated supplier/distributor, as indicated in section 16 of these terms and conditions.

THE CELL PHONE may not be changed, altered or offset. If you refuse delivery, you will not be offered any alternative.

Additionally, it is stipulated that the Coupon granted within the framework of this promotion is strictly personal and non-transferable. This means that as the designated beneficiary at the time of issuance of the Coupon, you are the only person authorized to make use of the benefits associated with the Coupon, and under no circumstances may it be assigned, sold, transferred, or transferred in any way to third parties without prior written authorization from BBVA. BBVA will manage the corresponding payment on behalf of the Winner before the Public Treasury, as indicated in section 15 of these terms and conditions relating to the taxation of the prize.

8. HOW IS THE PRIZE COUPON NOTIFIED?

The communication of the prize will be made to the verified e-mail address (to verify it you can do it either from the digital channels (web or mobile app of BBVA) by accessing your private area and in the section "my profile" or in any of the BBVA branches), which will include both the Coupon and the necessary instructions to redeem it on the site of the supplier/distributor designated as a collaborator of this promotion.

BBVA will send this communication, after verifying the conditions required in this document, within the duration of the promotion established in section 4 of these terms and conditions. In accordance with the rules and conditions of this promotion, it is established that to receive all related communications, as well as to access the promotional coupon for the Apple iPhone SE3 cell phone, it is essential to have validated the email provided by the customer by the means indicated in the previous paragraph of this section 8. Validating the customer's email is important to ensure transparency and proper management of the promotion.

Any email not previously verified or with incorrect information will be excluded from any type of communication and, therefore, from participating in the promotion.

9. HOW IS THE PRIZE REDEEMED?

Once you receive the communication in your verified e-mail, you will be able to redeem your prize within the deadlines set forth in section 7 of these terms and conditions, at the site of the supplier/distributor designated for this promotion and by formalizing a purchase contract between the supplier/distributor and you, at no cost to you, unless you fail to comply with the conditions of the promotion according to the following section:

- Partner name: TELEFÓNICA MÓVILES ESPAÑA, S.A
- Partner's tax code: A78923125
- Partner's site where you can redeem the COUPON: <https://renueva.movistar.es/smartphone-familia>
- In compliance with the legal terms and conditions of this promotion, it is established that the distribution and delivery of the device will be carried out within 15 days of the exchange of the coupon and will be the responsibility of the supplier/distributor set out in the previous paragraph.

10. WHAT HAPPENS IN THE EVENT OF NON-COMPLIANCE WITH THE TERMS AND CONDITIONS OF THE PROMOTION?

If you fail to comply with any of the requirements established in these Terms and Conditions, the Promotion will be canceled and, if you have already received the prize, BBVA will notify you of your disqualification and, within the term indicated in the corresponding communication, will charge you for the amount of the Prize awarded, including its fiscal impact for a total of €623.32 (€523.80 of the prize + €99.52 of the fiscal cost) in the Account of the holder who has accepted the terms and conditions and has opened the account for himself and for the minor. This penalty will be applied regardless of the balance you have in your account. If there is insufficient balance, the charge for the penalty will cause an overdraft.

The notification of non-compliance will be sent to you by email to the address that you provided during the BBVA customer registration process within six (6) months following the date of non-compliance with any of the aforementioned requirements.

BBVA reserves the right to disqualify you, at its sole discretion, if you attempt to manipulate the Promotion or if you violate any of the Terms and Conditions herein.

BBVA can adopt the necessary measures to resolve any disputes or conflicts that may arise throughout the course of the Promotion, provided that these are fair and do not unduly disadvantage you.

If you do not meet the conditions for participating 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 CELL PHONE as set out herein.

11. AS A PARTICIPANT OF THE PROMOTION, WHAT DOES THE ACCEPTANCE OF THE TERMS AND CONDITIONS IMPLY?

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, 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 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 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 that demonstrates, or who is suspected of, unlawful activity in this manner as described in the paragraph above.

13. WHAT IS THE CLAIM PERIOD?

The claim period for the Promotion ends six (6) months after the date on which the Validity Period ends.

If the request is unfavorable due to non-compliance with conditions and/or deadline, the claimant will be informed of the reason.

14. 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 will provide the designated supplier/distributor (whose corporate name is: TELEFÓNICA MÓVILES ESPAÑA, S.A) the list of alphanumeric codes of those participants who have fulfilled the conditions to be eligible to redeem the CELL PHONE on the supplier/distributor's platform. These codes do not have any implicit data.

The designated supplier/distributor must inform BBVA of the list of the alphanumeric codes that have been finally redeemed, so that BBVA can apply the tax treatment and procedures to the Public Treasury described in section 15 of these legal terms and conditions to the beneficiaries receiving the coupon.

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).

15. WHAT TAXATION IS APPLICABLE TO THE PRIZE?

The prize corresponding to the Apple iPhone SE3 cell phone, valued at €528.18 (VAT included), is subject to taxation as income from movable capital in kind subject to 19% tax on account. BBVA will be responsible for the taxation of the prize, therefore for the calculation of the basis for the deposit on account, as it is a prize in kind, the value of the good will be increased by 20% over the cost to BBVA of the cell phone by application of the tax regulations.

BBVA will bear the cost of the payment on account by making a deposit in the Public Treasury of €99.52 on behalf of the Winner.

The account holder who has directly deposited their paycheck and followed the rules will have both the yield and the prize payment included in their tax return, even if there are other account holders in the account they opened.



These provisions are subject to possible tax modifications that may arise during the validity of this Promotion, and any changes will be applied in accordance with the regulations in force at that time.

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 reserves the right to modify, cancel, or suspend the Promotion due to causes of force majeure beyond its control, and commits to inform Participants 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.

BBVA will not be responsible for any controversy, complaint or claim related to the sale, delivery and quality of the CELL PHONE purchased by the winning participant. The distribution, shipping and home delivery of the iPhone are subject to the policies and conditions set forth by the supplier/distributor designated in Section 9 of these terms and conditions and any claims, complaints or service requests should be handled directly with the supplier/distributor.

17. LAW AND JURISDICTION

For any dispute, Spanish law will be applied before the courts and tribunals corresponding to the domicile of the participant who has accepted these rules.

18. ¿DÓNDE PUEDES CONSULTAR LAS BASES LEGALES?

You can consult these Terms and Conditions at any time during the Validity Period at www.bbva.es/general/informes-legales.html#bases-legales

In Madrid, on November 27, 2024