



Terms and conditions of the Promotion "BBVA & Kindle"

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 "BBVA & Kindle" 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?

This Promotion is designed to encourage the registration of online customers, as well as the first purchase 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).

Customers who make a purchase with the Card and satisfy the remaining requirements of the promotion, as specified in Section 5 of these Terms and Conditions, can take part in the promotion, and will receive a voucher via email which can be redeemed for:

- The e-book reader "Kindle, with a built-in front light" (Item B07FQ4XCR1), redeemable exclusively at <https://www.amazon.es/kindle-ahora-con-luz-frontal-integrada-negro/dp/B07FQ4XCR1/>

The voucher:

- Can only be redeemed at www.amazon.es for the specified product and only until March 31, 2023.
- Can only be used once and may not be used on pre-existing orders or in conjunction with any other offer.
- Is subject to availability and may be withdrawn or amended without notice.
- Is not refundable and cannot be redeemed for cash or gift vouchers.
- Does not include shipping costs for the "Kindle" e-book reader. Postage and packing will be applied to each item in accordance with Amazon's standard delivery rates and policies.

In addition, customers who take part in the promotion can register at Kindle Unlimited to receive at least a 30-day free trial. The **Terms and Conditions of Kindle Unlimited** apply.

The free subscription period to Kindle Unlimited will only be applied if more than one year has passed since the last free period you received for this service, as per the **Terms and Conditions of Kindle Unlimited**.

The subscription to Kindle Unlimited is monthly and automatically renewable. This means that at the end of the trial period, the



service will be renewed at the usual rate, which will be charged to the card registered in the customer's Amazon account. If you want to cancel your subscription to Kindle Unlimited at the end of the free trial, you can do so at www.amazon.es/kucentral.

BBVA is not responsible for any changes to Amazon prices after the end of the trial period.

This promotion is exclusive to BBVA and cannot be combined with other offers or discounts in progress, whether at BBVA or Amazon.

2. Who is the Promotion intended for?

The Promotion is open to anyone living in Spain who is over 59 years old at the time the Va Contigo Senior Account is opened, is not a BBVA customer and who accepts the terms and conditions specified herein.

3. Who is not eligible to participate in this Promotion?

Any individual who is a BBVA customer on the start date of the promotion or who was a customer during the previous six months is not eligible to participate in the Promotion. Also ineligible are those individuals who, on the start date of the promotion, have a liquid debt that is overdue and payable to BBVA.

4. How long does this Promotion last?

You can take part in the Promotion from June 1, 2022, at midnight (CET) until December 31, 2022, at 11:59 pm (CET), (the "Validity Period").

5. What are the requirements for participating in and taking advantage of the Promotion?

To participate in the Promotion, you must accept the Terms and Conditions governing this promotion, and carry out the following actions:

- Open a Va Contigo Senior Account with an Aqua debit card.
- Activate your card.
- Make a purchase with your Card within three months from the date you registered as a BBVA customer.

You will have a maximum of three (3) months from registering with BBVA to meet these conditions. If you do not meet the requirements within this period, the promotion will be cancelled.

6. When will I receive the voucher?

Once you make a purchase with your Card within the indicated period and comply with the requirements detailed in section 5 of these terms and conditions, you will receive an email within one week with the voucher associated with the promotion so that you can obtain the benefits mentioned in section 1.

7. How do I redeem the promotion?

After you receive the email with the promotional code:

- Click on the following amazon.es link to find your Kindle: 'Kindle, with a built-in front light'
<https://www.amazon.es/kindle-ahora-con-luz-frontal-integrada-negro/dp/B07FQ4XCR1/>
- Choose the color you prefer (subject to availability), add it to your basket and click on "Process your order".
- Log into your Amazon account, or create one if you are not registered.
- Select a mailing address and choose your preferred shipping method. The promotion does not include shipping costs. If the total cost of the products you purchase exceeds the amount of the promotion, you will have to pay the difference.
- On the confirmation page, enter and validate the promotional code (e.g. ABC1-AB5RST-ZYG5BG) you received by email in the "Gift checks or promo codes" section. You cannot use our 1-click ordering method to apply a promotional claim code. For more details, see the terms and conditions for Amazon discount vouchers (<https://www.amazon.es/gp/help/customer/display.html?nodeId=G3P6JPEKUN2HQHHR>).
- Review your order and click on "Buy now".

Amazon.es Conditions of Use & Sale apply to your purchase on Amazon.es. All terms found **here** apply to your purchase and use of 'Kindle, with a built-in front light'.

You can also register for the free Kindle Unlimited trial period by following the steps in the email that you will receive from Amazon after receiving the device.

The Promotion may not be changed, altered, or offset.

Amazon, Kindle, Echo, Alexa, Dash, Fire and all related logos are trademarks of Amazon.com, Inc. or its affiliates.

8. What does accepting the Terms and Conditions entail?

Participation in this promotion implies acceptance of these Terms and Conditions, which means you agree to comply with them in full. Participants are required to follow any instructions that BBVA may provide, as applicable.

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.

In the event that you do not meet the applicable conditions of participation or you do not meet all the requirements set out in the Terms and Conditions, you will not be entitled to benefit from the promotion.

9. What happens if you do not meet the requirements of the Promotion?

If you do not meet some of the requirements set out herein, including any obligations that remain in force after the voucher is delivered, you will not be entitled to use the Promotion, and if you have already received and redeemed the voucher, you will be required to repay the corresponding amount to BBVA. BBVA will notify you of your disqualification and will indicate how the amount of the codes used will be returned within the period stated in that notification.

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, or from the date when BBVA became aware of the non-compliance, where applicable.

10. What happens in the event of Fraud?

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 will establish the technological support systems needed to detect possible fraudulent, anomalous, or malicious actions that are intended to alter the participation in the Promotion for the purpose of receiving the promotional code through deceit or unlawfully. Therefore, BBVA reserves the right to cancel your participation in the Promotion if it has evidence of or suspects irregular activities as described above.

11. What is the claim period?

The claim period for the Promotion ends on December 31, 2022.

12. How will your personal data be processed?

Participants are hereby informed that the personal data they provide as part of participating in this Promotion will be processed by Banco Bilbao Vizcaya Argentaria, S.A., with registered offices in Plaza de San Nicolás 4, 48005, Bilbao, for the sole purpose of organizing, controlling and monitoring the Promotion and delivering the promotional code.

Your personal data will be processed in accordance with the provisions of the applicable legislation on the protection of personal data and information society services, keeping the technical, organizational and security measures necessary to ensure their confidentiality and to prevent their alteration, loss and unauthorized access or processing.

BBVA informs participants of the following:

- Your personal data will be stored for the duration of the contractual relationship, after which it will be deleted, although that data needed to comply with our legal obligations will be kept blocked for the legally required period.
- BBVA will not disclose the personal data to third parties unless required by law or the relevant consent is obtained.
- The legal basis for processing the personal data is the consent provided to take part in this Promotion.
- Participants 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 a Participant believes that their personal data have not been processed in accordance with the law, they may contact the BBVA Group's Data Protection Officer at the following address: dpogrupobbva@bbva.com. You can also file a claim with the Spanish Data Protection Agency (www.agpd.es).

13. Is the Promotion subject to taxation?

The voucher may have tax implications, so please take this into account in your annual tax return. If in doubt, check with your tax advisor.

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 it suspects that the Promotion is being improperly manipulated.



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 not be liable to the Participant for any dispute that may arise between him/her and Amazon with regard to the products or services purchased.

15. Where can I read the Terms and Conditions?

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

BBVA may modify, cancel or suspend the Promotion due to causes of force majeure beyond its control, and will undertake to inform participants of said circumstance as soon as possible by publishing a notice on the BBVA website or via email or any valid means of communication if you registered as a customer and opened the Account and received the Card.

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.

16. Law and jurisdiction

Any disputes shall be subject to Spanish law and be resolved in the court of the place of residence of the participant.

Madrid, June 1, 2022.