

Terms And Conditions Of The April-June 2018 IPP Contributions Prize Draw

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 "APRIL-JUNE 2018 IPP CONTRIBUTIONS PRIZE DRAW" (hereinafter, the "Promotion"), which will be governed by the following terms and conditions (hereinafter, the "Terms and Conditions").

ONE. Purpose

The purpose of this Promotion is to provide an incentive to BBVA's customers to make an extraordinary contribution into either a BBVA Individual Pension Plan or a BBVA Employee Pension Plan, in an amount of at least one hundred (100) euros and using the web portal found at www.bbva.es, or by using any BBVA ATM, under the terms and conditions indicated below. All participants who make the contribution described above will be able to participate in one of the three (3) prize draws that will be held on the dates indicated in clause Six of these Terms and Conditions. These prize draws will be used to award a €1,000 (one thousand euro) prize at random under these Terms and Conditions.

TWO. Validity period

The period during which customers can participate in the Promotion will begin on 04/02/2018 at 3:00 pm (local time in mainland Spain) and will end on 06/30/2018 at 11:59 pm (local time in mainland Spain), both inclusive (hereinafter, the "Validity Period").

THREE. Territorial scope

This Promotion will be valid throughout the territory of Spain.

FOUR. Terms and Conditions of participation

- Participation in the Promotion is restricted to individuals who are residents of Spain and 18 years of age or older on the start date of the Promotion, but who have not yet turned 65 on or before December 31, 2017.
- In order to participate in the Promotion, the following will be essential requirements: be a BBVA customer, have signed the multi-channel contract and to have taken out a BBVA Individual Pension Plan or a BBVA Employee Pension Plan.
- The explicit acceptance of these Terms and Conditions is required in order to participate in the Promotion and, as a result, to be chosen in one of the prize draws and to obtain the prize.
- Failure by any participant to comply with these Terms and Conditions will cause automatic cancellation of such participation and produce an obligation to return the prize for any participant selected as a Winner.

FIVE. How to participate

To participate in the prize draws and select the prize described in clause Seven, the participant must accept these Terms and Conditions and make a one-off contribution in an amount of at least one hundred (100) euros, either into a BBVA Individual Pension Plan or a BBVA Employee Pension Plan, using the "make a special contribution to my plan" section of the private customer area at the website found at www.bbva.es, or by using any BBVA ATM (hereinafter, the «**Special Contribution**»). The Extraordinary Contribution must be made during the Validity Period.

Participation in the Promotion is limited to one entry per person, regardless of whether they have made contributions to both of the plans indicated in these Terms and Conditions.

SIX. Prize draw

After the validity period of the promotion has ended, three (3) prize draws will be held (hereinafter, the "**Prize Draws**").

For every prize draw, one (1) winner will be chosen and two (2) substitutes will be selected (hereinafter, the "**Substitute(s)**") in case the Winner, or the next Substitute in order of selection, were to not accept the prize, not comply with the requirements and/or conditions of participation established in these Terms and Conditions, or could not be located. In all, three (3) Winners will be chosen during the Promotion, one for every prize draw (hereinafter, the "**Winner(s)**").

In the event that the Winner were to not comply with any obligation established in these Terms and Conditions, they will be automatically disqualified and will be required to return the prize if they had already been given it. BBVA will inform the prize Winner of their disqualification for non-compliance with the Terms and Conditions and, within a reasonable time period stated with adequate notice, will charge the prize money to the Winner's account in which the deposit had been made. In this case, the prize will be assigned to the next Substitute that has complied with the requirements and conditions of participation for these Terms and Conditions.

The three Prize Draws will take place on 07/04/2018 in the presence of a Notary from the Official Notarial Association of Madrid, either at one of BBVA's offices in Madrid or at the professional offices of the Notary designated for these purposes.

Each Participant will have right to participate in one (1) prize draw.

In the event that there are no participants in one of the Prize Draws, BBVA may declare this prize draw and the corresponding prize for that draw void.

The Notary will conduct the Prize Draws using the applications available to these ends in the Notary's computerized platform or using any other procedure ensuring randomness. For each prize draw, a physical or digital file will be prepared and provided to the Notary, containing all the participants who meet the requirements and/or conditions of these Terms and Conditions, and excluding those who have previously been declared Winners or Substitutes. Each participant will be assigned a ticket number, which will in turn have a sequential number. A file with all of the tickets will be drawn up this way, with each one corresponding to a single participant. This file is used in each prize draw.

During each of the three (3) prize draws, there will be a printed copy, or a copy in a digital format, reflecting the total number of participants, which will remain in the possession of the Notary in order to be attached to the prize draw certificate. As such, once the numbers of the winning tickets have been established and revealed, the Notary will be able to use the computer application to verify the details of the winning participants.

If, for reasons beyond BBVA's control, a prize draw could not take place on the scheduled date, the draw will be postponed and will take place on the next business day, once the problem preventing the draw from taking place has been resolved. The list of participants that would have entered in the initial prize draw had it been held will be used in the postponed draw.

SEVEN. Prize

The prize will consist of one thousand (1,000) euros to be delivered to the Winner in each prize draw (hereinafter, the "**Prize**").

A total of three (3) prizes will be awarded (hereinafter the "**Prizes**"), one for each of the three (3) prize draws held in accordance with the Sixth clause.

The Prize shall not be subject to change, alteration or compensation at the request of the Winners. If the prize is rejected by any of the Winners, they will not be offered any alternative.

EIGHT. Fraud

If BBVA, or any company that is professionally connected to the Promotion, detects any anomaly or suspects that a participant is preventing the Promotion from running its normal course, it may unilaterally remove that participant's entry. 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.

NINE. Prize notification and requirements for delivering it. Procedure in case of forfeiture of the Prize

Winners will be notified within fifteen (15) calendar days following the date of the prize draw by a phone call made to the phone number that the Winner has provided to BBVA as part of his/her contractual relationship. If no telephone number has been provided, an email will be sent to the email address the Winner has provided, and if these contact details have not been made available, the Winner will be notified by his/her branch manager. If the Winner cannot be reached by phone after three (3) attempts or, if they have not provided a telephone number to BBVA, the Winner does not confirm within 7 days that they received the email notifying them that they are a winner, the Prize will be awarded to the Substitute provided that they meet the requirements set out in these Terms and Conditions, in order of selection, in accordance with the procedure established in clause Six.

The Winner will receive a "document of acceptance and prize receipt" from BBVA (hereinafter, the "**Acceptance and Receipt Document**"), at the email address they provided in the phone call or at the email address at which they were informed of being a winner (if they have not provided a telephone number to BBVA). The Winner will have a period of seven (7) days from the aforementioned email sent by BBVA to send a scanned copy of the Acceptance and Receipt Document duly signed together, where applicable, with any details and/or documentation requested to prove that the BBVA Individual Pension Plan or BBVA Employee Pension Plan is valid, to the email address: promocionesbbva.es@bbva.com. Once the documentation has been received, **BBVA will deposit the prize into the customer's account in the month of September 2018 (to be confirmed).**

If the Winner were to not reply to BBVA's initial communication or were to not send a copy of the Acceptance and Receipt Document within the stated deadlines, if they had failed to comply with these Terms and Conditions, or if they could not be located, the prize will be awarded to the Substitute that meets the requirements set out in these Terms and Conditions, by order of selection in accordance with the procedure established in clause Six.

TEN. Acceptance of 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.

ELEVEN. Claims

The claim period for the Promotion ends ninety (90) calendar days after the date that the Validity Period ends.

TWELVE. Personal data processing

In accordance with Organic Law 15/1999, of December 13, on Personal Data Protection and the implementing regulations; BBVA hereby informs participants that the personal details they provide within the framework of this Promotion will be added to a file belonging to BBVA, with registered offices at Pl. San Nicolás, 4, 48005 Bilbao, Spain, for the following purposes:

- a) To conduct, control, monitor and manage the Promotion.
- b) To deliver the Prize, in the event of being a winner.

Participants may exercise, free of charge, their rights of access, rectification, cancellation and opposition at any of his/her branches, by writing to the post office box of BBVA's Customer Services using the following address: Servicio de Atención al Cliente del Grupo BBVA, Apartado de Correos 1598, 28080, Madrid, or by sending an email to servicioatencioncliente@grupobbva.com

THIRTEEN. Taxation

Each of the one thousand (1,000) euro Prizes of this promotion will be subject to Law 35/2006, of November 28, approving Personal Income Tax and partially amending the Laws on Corporation Taxes, Income Tax for Nonresidents and Capital Gains Tax; Act 26/2014, of December 27, amending the preceding law; Royal Decree 439/2007, approving its Regulations and subsequent amendments; Royal Legislative Decree 5/2004, of March 5, approving the revised text of the Law on Income Tax for Nonresidents (IRNR) (also amended by Law 26/2014, of December 27); Royal Decree 1776/2004, of July 30, approving the Regulations of Income Tax for Nonresidents;



Act 27/2014, of November 27, on Corporate Tax; Royal Decree 634/2015, of July 10, approving the Regulations on Corporation Tax; Law 13/2011 on Gambling Regulation and other concordant provisions issued in its development for which, if applicable, BBVA will make a payment on account or will withhold Personal Income Tax (hereinafter IRPF), Income Tax for Nonresidents (hereinafter, IRNR) or Corporation Tax.

In accordance with the cited legislation, participants are hereby informed that any Prizes awarded based upon participation in games, competitions, raffles, or random combinations and linked to the sale or promotion of goods or services, are considered as capital gains. Any prize with a value of more than three hundred euros (€300) is subject to withholding. For this purpose, the withholding rate established by the current legislation at any given time shall apply, which for residents and nonresidents without permanent established residence in the European Union or in the European Economic Area (Norway and Iceland) is currently 19% and for other nonresidents is currently 24%. If in either of the latter two cases, however, an applicable Agreement to prevent double taxation signed by Spain exists, then the payment on account will be subject to the provisions of that Agreement. BBVA will make the payment on account for the tax withheld to the Treasury, on the Winner's behalf.

Any tax implications that winning the Prize has on the winner's taxes will be borne by the winner, thus relieving BBVA of all liability. To this end, BBVA will issue the Winner a certificate with the details corresponding to the Prize.

The winning participant must confirm their personal details before the prize is delivered, as well as provide a copy of their personal identification document (ID card, residency card, passport, etc.). In order for the tax withholding mentioned in this clause Nine to be applied, the Winner must sign the Acceptance and Receipt Document in all cases. Otherwise, he/she will forfeit the prize.

Completion of the personal and tax details of the Winners necessary to deliver the prize is compulsory, such that the absence of any of this information shall result in forfeiture of the prize won.

FOURTEEN. Liability

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 an improper manipulation of the details or of the Promotion.

Furthermore, BBVA excludes any liability for any 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 any damages of any nature that may arise due to a user posing as a different person in any kind of communication carried out.

FIFTEEN. Viewing the Terms and Conditions

These Terms and Conditions are filed with the Notary from the Official Notarial Association of Madrid, Mr. Valerio Pérez, and are available at bbva.es.

BBVA is empowered to resolve any contingency not considered in these Terms and Conditions.

The participant accepts that BBVA may postpone, shorten, extend, modify, cancel or suspend the Promotion due to causes of force majeure beyond its control, and will undertake to inform participants of such a 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 nulled shall remain in force.

SIXTEEN. Participation instructions

Participants in the Promotion must follow any instructions that BBVA may provide, where applicable.

SEVENTEEN. Limitation of participation

People that have intervened in the organization of the Promotion are excluded from participating in it, as are employees in active service and in early retirement both of BBVA and of its Group of companies.

Furthermore, any participants that have any overdue and enforceable debts with BBVA during the Validity Period and up until the delivery of the Prize, if they are Winners, may not participate in the prize draw, even if they meet the conditions set out in these Terms and Conditions. In this case, the participant will have to correct the situation before receiving the prize. If, on the date of the delivery of the prize, the participant has not settled the debt, they will lose the prizewinner status.



EIGHTEEN. Law and jurisdiction

Any dispute shall be subject to Spanish law before the courts of Madrid.