



Legal terms of the €1,000 end of year pension plan prize draw

The business entity BANCO BILBAO VIZCAYA ARGENTARIA, S.A., with registered address in Bilbao, Plaza de San Nicolás, nº4, and company tax code (CIF) A48265169 (hereinafter, “**BBVA**”), organizes this promotion known as “€1,000 end of year pension plan PRIZE DRAW” (hereinafter, the “**Promotion**”), which will be governed by the following legal terms (hereinafter, the “**Legal Terms**”).

ONE. Purpose

The purpose of this Promotion is to encourage BBVA customers to make a one-off contribution for an amount of at least one hundred (100) euros either to an Individual Pension Plan of BBVA or to an Employee Pension Plan of BBVA through the web site www.bbva.es in the terms indicated below. Participants that carry out the aforementioned contribution will be able to participate in one of the seven (7) prize draws that will take place on the dates indicated in clause Six of these Legal Terms, where a prize of one thousand (1,000) euros will be drawn in the terms indicated in these Legal Terms.

TWO. Term

The period during which customers will be able to participate in the Promotion will begin on 10/03/2016 at 9.00 am (local time in mainland Spain) and will end on 12/31/2016 at 23:59 (local time in mainland Spain), inclusive (hereinafter, the “**Validity Period**”).

THREE. Territorial limit

This Promotion will be valid throughout the territory of Spain.

FOUR. Conditions for taking part

- The Promotion is intended for all individuals who are over 18 years of age on the start date of the Promotion, who have not reached 64 years of age before December 31, 2015, inclusive, and who are resident in Spanish territory.
- In order to participate in the Promotion, it will be an essential requirement to be a BBVA customer, to have signed the multi-channel contract and to have taken out an Individual Pension Plan of BBVA or an Employee Pension Plan of BBVA.
- The explicit acceptance of these Legal Terms 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.
- Non-compliance by any participant of these Legal Terms will result in the automatic cancellation of their participation and, in the event that they have been a Winner, they will be obliged to return the prize.

FIVE. Procedure for taking part

To participate in one of the prize draws indicated in clause Six and to obtain the prize described in clause Seven, the participant must accept these Legal Terms and make a one-off contribution for an amount of at least one hundred (100) euros either to an Individual Pension Plan of BBVA or to an Employee Pension Plan of BBVA, through the section “make a one-off contribution to my plan” of the private customer area of the web site www.bbva.es (hereinafter, the “**One-off Contribution**”). The One-off Contribution should be made during the Validity Period.

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

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SIX. Draw

During the Validity Period, seven (7) prize draws will be held (hereinafter, the **“Prize Draws”**).

For every 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 Legal Terms, or could not be located. In total, seven (7) Winners will be chosen during the Promotion, one for every draw (hereinafter, the **“Winner(s)”**).

In the event that the Winner were to not comply with any obligation established in these Legal Terms, they will be automatically disqualified and will be obliged 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 Legal Terms and, within the reasonable term indicated in the pertinent notification, will make a charge to the Winner's account in which the deposit had been made for the amount of the prize given. In this case, the prize will be assigned to the next Substitute that has complied with the requirements and conditions of participation of these Legal Terms.

The Prize Draws will be carried out before a Notary from the Ilustre Colegio Notarial de Madrid (the official notary association of Madrid), either in one of the head offices of BBVA in Madrid or in the professional office of the Notary designated to this end, and on the dates set out in the calendar of prize draws described below:

- 10/19/2016
- 11/3/2016
- 11/16/2016
- 11/30/2016
- 12/14/2016
- 12/29/2016
- 01/11/2017

Each Participant will have the right to participate in one (1) prize draw, whichever one is held closest to the date on which they have made their One-off Contribution within the Validity Period.

In the event that there were no participants in one of the Prize Draws, BBVA may declare the particular 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 file in physical or digital format will be prepared and provided to the Notary, with all of the participants that meet the requirements and/or conditions of these Legal Terms, excluding those that have participated previously in a prize draw and/or have been Winners or Substitutes. Each participant will be assigned a ticket number, which will in turn have a sequential number. In this way, a file with all of the tickets will be drawn up, each one corresponding to a single participant. This file is used in each prize draw.

In each of the seven (7) prize draws, there will be a hard copy or digital copy reflecting the total number of participants, which will be retained by the Notary to be attached to the corresponding record of the draw. As such, once the winning ticket numbers have been drawn and are known, the Notary can check the details of the winning participants in the software application. 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 draw had it been conducted will be used in the postponed draw.

SEVEN. Prize

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

Seven (7) prizes will be awarded in total (hereinafter, the **“Prizes”**), one for each of the seven (7) prize draws that will be held in accordance with clause Six.

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 linked to the Promotion, detects any anomaly or suspects that a participant is preventing the normal course of the Promotion, 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 the entry in order to win the prize in an illegal manner. Therefore, BBVA reserves the right to remove from the register any participant that demonstrates, or of which there is suspicion of, unlawful activity in this sense.

NINE. Notification of the prize and requirements for presentation. Procedure in case of forfeiture of the prize

The Winners will be informed within fifteen (15) calendar days following the date the prize draw they have participated in has been held, according to the prize draw calendar indicated in clause Six, by phone call to the phone number that the Winner has provided to BBVA as part of their contractual relationship. In the event that they have not provided a telephone number, they will be sent an email to the email address they have provided, and if these contact details were not held, they will be contacted by the branch manager. If it were not possible to contact the Winner by phone after three (3) attempts or, if they do not have a telephone number provided to BBVA, no confirmation of the receipt of the email notifying them that they are a winner is received from the Winner within 7 days, the Prize will be awarded to the Substitute provided that they meet the requirements set out in these Legal Terms, in order of selection, in accordance with the procedure established in clause Six.

The Winner will receive a "document of acceptance and receipt of the prize" 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 have been 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 being 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 Individual Pension Plan or Employee Pension Plan of BBVA is current, to the email address promocionesbbva.es@bbva.com. Once the documentation has been received, **BBVA will proceed to deposit the prize in March 2017**.

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

TEN. Acceptance of the Rules

Accepting these Legal Terms entails full agreement with them, as well as acceptance of BBVA's criteria in resolving any disputes that may arise from their interpretation.

ELEVEN.- Claims

The claim period of 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 regulations implementing it; BBVA informs the participant that the personal details they provide within the framework of this Promotion will be added to a file belonging to BBVA, with registered office at Pl. St Nicolás, 4, 48005 Bilbao, 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.

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

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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; Law 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; Law 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 other concordant provisions issued in its development, therefore, if applicable, BBVA shall make a payment on account or withholding of Personal Income Tax (hereinafter IRPF), of Income Tax for Nonresidents (hereinafter, IRNR) or of Corporation Tax.

In accordance with the aforementioned regulation, participants are informed that Prizes awarded for participating in games, contests, raffles or random combinations linked to the sale or promotion of goods or services are considered a capital gain subject to withholding of the aforementioned taxes, where the value of the Prize exceeds three hundred euros (€300). 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%, unless in the latter two cases there is an applicable Agreement to prevent double taxation signed by Spain, in which case 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 and send a certificate to the Winner 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 payment on account mentioned in clause Nine to be carried out, the Winner must sign in all cases the Acceptance and Receipt Document. 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 Rules

These Legal Terms are deposited before the Notary of the Ilustre Colegio de Notarios de Madrid, Valerio Pérez de Madrid Carreras and are available on BBVA's website <https://www.bbva.es/estaticos/mult/bases-promocion-aportacion-planes.pdf>

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

The participant accepts that BBVA may postpone, shorten, extend, modify, cancel or suspend the Promotion due to causes of force majeure beyond its control, undertaking to inform participants of such a circumstance as soon as possible.

If any clause of these Legal Terms is declared null or invalid, the remaining clauses not affected by the one that is null shall remain in force.

SIXTEEN. Participation instructions

Participants in the Promotion should following any instructions that BBVA may provide, where applicable.

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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 Legal Terms. 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 will be subject to Spanish law before the courts of Madrid.

In Madrid, on September 27, 2016.

These TERMS AND CONDITIONS OF THE LEGAL TERMS OF THE €1,000 END OF YEAR PENSION PLAN PRIZE DRAW are formalized in Publishing Document 2016\CO1957-16, included in a legal record dated September 27, 2016, authorized by the Notary of Madrid, Valerio Pérez de Madrid Carreras, with Protocol number 3,010.

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