

Terms and conditions of the april-june 2019 Pension Plans Contributions draw

The commercial institution BANCO BILBAO VIZCAYA ARGENTARIA, S.A., with registered office in Bilbao, Plaza de San Nicolás nº4, and with Tax Identification number (CIF) A48265169 ("**BBVA**") is organizing the promotion "ABRIL-JUNE 2019 PENSION PLAN CONTRIBUTIONS DRAW" (hereinafter, the "**Promotion**"), which will be governed by the following legal terms and conditions (the "**Terms and Conditions**").

ONE. Purpose

The purpose of this Promotion is to encourage BBVA customers to make an extraordinary contribution in the amount of at least one hundred (100) euros through the www.bbva.es or m.bbva.es websites, the BBVA app or through any BBVA ATM under the terms stated below to any of the following products:

- (i) an Individual Pension Plan managed by BBVA Pensiones, S.A. E.G.F:P (hereinafter, "Pension Plan"),
- (ii) an Employee Pension Plan by NORPENSIÓN EPSV INDIVIDUAL, managed by BBVA (hereinafter, "Employee Pension Plan")

Individuals who make the contribution indicated above may participate free of charge (hereinafter, the "**Participant(s)**") in the prize draws that will be held on the dates indicated in clause six of these Terms and Conditions, where a prize of €1,000 (one thousand euros) will be awarded per winner, in the terms indicated in these Terms and Conditions.

TWO. Validity period

Entries will open on 04/02/2019 at 15:00 (mainland Spain time) and close on 07/01/2019 at 23:59 (local time in mainland Spain) (the "**Validity Period**").

THREE. Territorial scope

This Promotion will be valid throughout the territory of Spain.

FOUR. Terms and Conditions of participation

- The Promotion is intended for any natural person over the age of 18 when the Promotion begins and under the age of 64 on 31 December 2018, who is resident in Spain.
- Those who wish to participate in the Promotion must be a BBVA customer, have signed the multi-channel contract and have previously taken out a Pension Plan or Employee Pension Plan.
- These Terms and Conditions must be accepted in order to participate in the Promotion and consequently be picked in the prize draw and awarded the prize.
- Failure by any participant to comply with these Terms and Conditions will lead to the automatic cancellation of their participation and the obligation to return the prize if they win.

FIVE. How to participate

To participate in draws and be a contender for the prize described in clause seven, the participant must accept these Terms and Conditions and make a one-off contribution of at least one hundred (100) euros either into a Pension Plan or an Employee Pension Plan, through the "make a one-off contribution to my plan" option in the private area of the pension portal www.bbva.es or m.bbva.es websites, or the BBVA app or at any BBVA ATM (hereinafter, the "Extraordinary Contributions"), provided that the process for entering the promotion is available on said channels. Extraordinary Contributions must be made during the Validity Period.

SIX. Prize draw

When the promotion period has concluded, one (1) prize draw will be held for participants who have made a one-off contribution to Pension Plans and Employee Pension Plans, and (ii) (hereinafter, the "**Prize Draw**").

In the prize draw, three (3) winners and two (2) substitutes for each winner (hereinafter, the "**Substitutes**") will be randomly selected. As a result of the draw, an ordered list of winners and Substitutes will be made as follows: First winner, second winner, third winner, first substitute for the first winner, second substitute for the first winner, first substitute for the second winner, second substitute for the second winner, and so on.

The first winner and their two substitutes will be drawn from participants who made their contribution between 4/2/19 and 4/30/19; The second winner and their two substitutes will be drawn from participants who made their contribution between 5/1/19 and 5/31/19; The third winner and their two substitutes will be drawn from participants who made their contribution between 6/1/19 and 7/1/19.

Each participant will have the right to participate in all stages of the draw, but they can be a winner only once.

If a winner does not accept the prize, does not meet the requirements and / or the conditions of participation established in these Terms and Conditions or could not be contacted, they will no longer be a winner and the next substitutes in the corresponding order will be contacted.

If a winner and their two substitutes do not accept the prize, do not meet the requirements and/or the conditions of participation established in these Terms and Conditions or could not be contacted, they will not be considered a winner and the prize will be forfeited.

Each Participant may be a winner only once.

There will be a maximum of three (3) winners (the "**Winners**").

If any of the Winners does not meet any of the obligations established in these Terms and Conditions, they will be automatically disqualified and must return the prize if it has been awarded to them. 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 Prize Draw will be held on 07/11/2019 before a Notary Public, either at one of BBVA's offices in Madrid or the professional office of the Notary Public appointed for such purpose.

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.

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 Public will perform the Prize Draw through the applications available for these purposes on the

Notary's digital platform or through any other procedure that ensures the

the random nature of the draw. A file will be drawn up for each draw and provided to the Notary Public in a physical or digital format, including

with all participants who meet the requirements and/or conditions of these Terms and

Conditions. Each participant will be assigned an internal bank identification code (unique for each participant), as well as a ticket number consisting of a sequential number. A file will be prepared of all tickets for each contribution section (4/2/19 to 4/30/19); 5/1/19 to 5/31/19; 6/1/19 to 7/1/19), and each ticket will correspond to a single participant. These files are those used for the draw.

In each of the planned draws, a printed or digital copy will be provided, containing the full list of participants, which will be held by the Notary Public to append to the corresponding certification of the draw, so that once the winning ticket numbers are known, the Notary Public can check and record the bank's internal identification code of each of the winning participants.

SEVEN. Prize

The prize will consist of the delivery of a gross amount of one thousand (1,000) euros (the "Prize").

Three (3) prizes will be awarded in total (the "Prize(s)"), one for each of the three (3) winners resulting from 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 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 after three (3) attempts, the Winner cannot be contacted or the Winner does not confirm that they have been informed that they have won within 7 days from the first contact, the Prize will be awarded to the next Substitute in the order of selection established in clause six, so long as they meet the requirements of these Terms and Conditions.

The Winner will receive from BBVA, at the email address indicated in the call or the email address used to inform them that they have won (if they have not given BBVA a telephone number), a "prize acceptance and receipt document" (the "**Acceptance and Receipt Document**"). The winner will have seven (7) days from when BBVA sends the email to send a scanned copy of the duly signed Acceptance and Receipt Document, together with the information and/or documents requested to prove that their BBVA Individual Pension Plan or Employee Pension Plan is in force, to the email address info@sorteosbbva.es. Once the documentation has been received, BBVA will proceed to pay out the prize into the customer's account before October 2019.

If the Winner does not send a copy of the Acceptance and Receipt Document by the indicated deadlines, if they have failed to comply with these Terms and Conditions or if they cannot 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

Participants are hereby informed that the personal data they provide as part of registering and participating in this Contest, including those data provided in the event they are a Substitute or Winner, will be processed and entered into a file controlled by Banco Bilbao Vizcaya Argentaria, S.A., with registered offices in Plaza de San Nicolás 4, 48005, Bilbao; this is done to manage all the stages of this Contest, as well as the delivery of the relevant prizes and other communication, information and promotional tasks associated with the Contest, under the terms laid out in these Terms and Conditions.

This information will be processed and stored by BBVA using the legally required security, technical and organizational measures that ensure the security of said information and prevent its unauthorized alteration, loss, processing or access, in keeping with the state of the art and the nature of the data and the potential risks to which they are exposed. Your data will be stored for the time period necessary to manage your participation in the Contest.

BBVA will not disclose your data to third parties unless required by law or we receive your consent.

Participants may freely exercise their rights of access, correction, erasure, objection, restricted processing and portability, by contacting BBVA at the email address servicioatencioncliente@grupobbva.com. Such rights cannot be exercised retroactively. The deletion of the data necessary to manage the Contest (including the delivery of the Prizes) will automatically make the data subject ineligible to win.

If you believe that BBVA has not processed your data as required by law, you may contact the Data Protection Officer by writing to: dpogrupobbva@bbva.com. However, you may submit a claim to the Spanish Data Protection Agency (www.agpd.es)

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 13/2011 on Gaming Regulations and other complementary provisions stated in its development; therefore, it will be BBVA's responsibility to make the appropriate payments on account or withholdings of personal income tax (personal income tax) or non-resident's income tax (non-resident's income 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%, 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 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, 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.

FIFTEEN. Viewing the Terms and Conditions

These Terms and Conditions are filed with Notaries Public Luis Carlos Troncoso Carrera or Gonzalo Sauca Polanco, of Boadilla del Monte (Madrid) 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 null 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 will be subject to Spanish law before the courts of Madrid.