

Terms and conditions of the 2019 Plan and Funds contributions prize draw

The company BANCO BILBAO VIZCAYA ARGENTARIA, S.A., with registered office in Bilbao, Plaza de San Nicolás nº4 , and with Tax ID no. A48265169 (“**BBVA** ”), organizes the promotion “2019 PLAN AND FUNDS CONTRIBUTIONS PRIZE DRAW” (the “**Promotion**”), which will be governed by the following terms and conditions (the “**Terms and Conditions**”).

ONE. Purpose

The purpose of this Promotion is to encourage BBVA customers to make a one-off contribution or additional subscription (the “**One-off Contributions**”) of at least one hundred (100) euros through www.bbva.es, m.bbva.es, the BBVA app or through any BBVA ATM in the terms indicated 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) To a NORPENSIÓN EPSV INDIVIDUAL Employment Pension Plan managed by BBVA (the “Employee Pension Plan”), or
- (iii) an Investment Fund managed by BBVA Asset Management, S.A. S.G.I.I.C (hereinafter, “Investment Fund”)

Individuals who make the contribution indicated above (the “**Participant/s**”) may participate free of charge in the prize draws to be held on the dates indicated in clause Six of these Terms and Conditions, where a prize of €1,000 (thousand euros) will be awarded to each winner in the terms indicated in these Terms and Conditions, which will be paid into any of the checking accounts that the participant has in BBVA.

TWO. Validity period

The Promotion is open to participants from 10/1/2019 at 15:00 (Spanish mainland time) until 12/31/2019 at 23:59 (Spanish mainland time), (the “**Promotion 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.
- Participants must be a customer of BBVA, have signed a multi-channel contract and have previously taken out a Pension Plan, Employee Pension Plan or Investment Fund with BBVA.
- The express acceptance of these Terms and Conditions will be obtained through the means mentioned in clause one, and is a necessary condition for participation in the Promotion and, consequently, for being chosen in one of the prize draws and receiving 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. How to participate

To participate in the prize draws and to be eligible 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 to a Pension Plan, an Employee Pension Plan or an Investment Fund, through the section "make a one-off contribution to my plan" or "make a one-off contribution to my fund" from the private area of the www.bbva.es, m.bbva.es, the BBVA app or any BBVA ATM, provided that it is possible to sign up to the promotion through the aforementioned channels. Extraordinary Contributions must be made during the Validity Period.

SIX. Prize draw

Once the Promotion Period has ended, one (1) draw will be held of participants who have made one-off contributions to Pension Plans, Employee Pension Plans and Investment Funds. (the "**Prize Draw**").

A total of 6 winners and 12 alternates will be drawn (two alternates for each winner). The alternates will be used in the event that the respective Winner, or the next Alternate in order of selection, does not accept the prize, does not comply with the requirements and/or the conditions of participation established in these Terms and Conditions, or could not be located.

Six files of participants will be created as follows: The first file will contain the participants of contributions of Pension Plans and Employee Pension Plans in the period of dates from 10/1/19 and 10/31/19; The second file will contain the participants of contributions of Pension Plans and Employee Pension Plans in the period of dates from 11/1/19 and 11/30/19; The third file will contain the participants of contributions of Pension Plans and Employee Pension Plans in the period of dates from 12/1/19 and 12/31/19; the fourth file will contain the participants of contributions of Investment Funds in the period of dates from 10/1/19 and 10/31/19; The second file will contain the participants of contributions of Investment Funds in the period of dates from 11/1/19 and 11/30/19; The third file will contain the participants of contributions of Pension Plans and Employee Pension Plans in the period of dates from 12/1/19 and 12/31/19.

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.

Ultimately, a maximum of six (6) winners (the "**Winner/s**") will be chosen.

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. The winner expressly authorizes BBVA to debit the amount of the prize to be repaid from the BBVA account in which the prize has been paid.

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 01/16/2020 before a notary, either at one of BBVA's head offices in Madrid or at the professional office of the notary appointed for this 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 drawn up with the total of the tickets for contributions to pension plans and investment funds for each contribution tranche (10/1/19 to 10/31/19; 11/1/19 to 11/30/19; 12/1/19 to 12/31/19), with each ticket corresponding 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 payment to each Winner of one thousand (1,000) euros gross (the "Prize").

Six (6) prizes will be awarded in total (the "Prizes"), one for each of the six (6) winners drawn pursuant to 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 be sent an email from BBVA telling them that they have one, the acceptance and receipt document and the receipt for the prize. The Winner will have a period of seven (7) days from the date of the aforementioned document to send a copy to BBVA duly signed scanned copy plus, where applicable, the details and/or documentation requested to prove the validity of the Individual Pension Plan, BBVA Employee Pension Plan or BBVA Investment Fund, to info@sorteosbbva.es. Once the documentation has been received, BBVA will proceed to deposit the prize into the customer's checking account before March 2020.

If the Winner does not send a copy of the acceptance and receipt document by the indicated deadline, if they fail 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 personal data in accordance with regulations, you may contact the Data Protection Officer at dpogrupobbva@bbva.com. However, you may also file a claim with 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.