“Mini iPad draw” campaign
terms and conditions

1. Organiser, geographical and time limits and entrants.
BANCO BILBAO VIZCAYA ARGENTARIA, S.A., registered address Plaza de San Nicolás, no. 4, Bilbao, Tax Code A-48265169, (hereinafter “BBVA”) is to run a promotion in the form of a draw from 10 June 2014 to 31 July 2014, inclusive (hereinafter the “Promotion”). All BBVA customers who are over 18, resident in Spain and log into the private area of BBVA.es under the terms and conditions set out below are eligible to enter this draw.

2. Purpose.
The purpose of the promotion is to encourage BBVA customers to use online banking.
BBVA reserves the right to suspend this promotion before its completion.

3. Prizes.
The Promotion prize consists of 5 Apple mini iPads to be raffled between all entrants in the Promotion.

• Conditions for taking part
  - Entrants must log in at least once, using their username and password which BBVA has sent to them, in the private area of BBVA.es which can be accessed on the website http://www.bbva.es in “Acceso Clientes” from 10 June 2014 at 10:00 hours until 31 July 2014 at 00:00 hours.
  - Entrants must be BBVA customers.

• Conditions in order to receive the prize if a winner:
  - Customers who are not current on paying their past due debts to BBVA will be excluded from the draw and if they enter it they will not be eligible for the prize.
  - Entries included in the draw will be exclusively those obtained during the term of the Promotion, provided that they have been properly registered during the duration of the draw.

5. Draw.
The draw will be held before a notary from the Association of Notaries of Madrid at the BBVA headquarters at Avenida Monforte de Lemos s/n Madrid, or any another venue which BBVA designates for this purpose. The list of entrants meeting the requirements of section 4.1 above will be delivered on a physical or digital medium on the day of the draw.

Each entrant will be assigned a ticket number to create a file with all the ticket numbers. Each ticket will have a sequential number, thus creating a file with all the entries. Each entry will be for a single entrant. This file will be used for the draw.

The notary will set the random selection procedure for the tickets using the abovementioned entries file.

10 entries will be drawn from this file. The first 5 will be the winners and the remainder the alternates in the order in which they are drawn.

The draw will be held on 15 September 2014.

This date may be changed and any such change will be published on the BBVA website. If for reasons beyond the control of BBVA the draw cannot be held as scheduled, and the change has not been published on the indicated website, it will be postponed and held on the next working day (not a Saturday) once the problem that prevented the
draw has been remedied. The delayed draw will use the list of entries that would have been entered in the draw had it been held on the initially scheduled date.

The list of entries showing the total number of tickets will be retained by the Notary and attached to the record of the draw. BBVA reserves the right to change the draw procedure and may replace it with another provided it ensures absolute impartiality and it is held before a Notary Public.

6. Fraud.
In the event that BBVA or any organisation professionally connected to the Promotion should detect any anomalies or suspect that an entrant is hindering the regular implementation of the Promotion by illegally altering their record or entering it using any technical or computer procedure to falsify their entry, they may unilaterally cancel the registration of the entrant. It is important to add that BBVA has established the necessary technological support to detect any fraudulent, abnormal or wilful misconduct seeking to alter the entry in order to win the prize illegally. Consequently BBVA reserves the right to remove from registration any entrant who is found or suspected to be engaging in illicit conduct in the sense described.

7. Viewing the Rules.
Entrants may view the Promotion rules at http://www.bbva.es

BBVA will notify the prize winners by calling the phone number BBVA has in its records. If it does not have this information, the prize will pass to the alternate. At most three attempts will be made to call the winner on at least three different days. Failure to respond to the call will mean that the prize is forfeited.

BBVA will present the prize in the branch chosen by the winner.

To collect their prize, the winner must go to their branch on the day indicated by BBVA, sign the prize acceptance documents and perform any other actions required by these Rules.

The winner will forfeit the prize if they do not accept the prize and its terms and conditions and have not signed and given BBVA any requested documents within a fortnight of being told they have won it.

If the prize is forfeited for the above reasons, it will be awarded to the first alternate. If this entrant also forfeits the prize, it will be awarded to the second alternate and so on. If the prize cannot be awarded because there are no more alternates, the draw will be declared void.

The prizes in this Promotion may not under any circumstances be changed, altered or exchanged for a cash alternative at the request of the winner(s).

10. Authorisation to use the winner’s name. Image rights.
If an entrant wins a prize, they authorise BBVA to reproduce and use their full name and image in any advertising or promotional activity related to the Promotion in which they take part, and such use will not confer a right to remuneration or any benefit except for the prize.

Any images, videos, creative works and recordings and in general any visual or audiovisual use made by BBVA irrespective of the communication medium on which they are created or disseminated (hereinafter the Elements) will be owned by BBVA. The winning entrant transfers all exclusive rights to exploit them in return for the compensation or prize received or enjoyed. BBVA may use the Elements and carry out any adaptation, modification, variation or transformation of them provided this does not result in a change of the personal details of the winning entrant contained in the Elements. There will be no geographical limits to the foregoing and it will be valid for up to two years from the start of the Promotion.

The winning entrant transfers to BBVA any image rights they may have as a result of any audiovisual broadcasting and/or recording and to any individual or group photo reports made under the purposes of this agreement. They expressly and irrevocably authorise BBVA to keep such recordings and images to be used wholly or partly for advertising and promotional purposes in any medium it deems appropriate.
By taking part in the Promotion entrants accept these rules as well as the judgement of BBVA in the resolution of any conflicts that their interpretation may lead to.

BBVA reserves the right to change the terms and conditions of this Promotion after prior administrative authorisation or notification.

The Promotion complaints period ends after 90 calendar days from the end of the Promotion period.

13. Personal data processing.
Pursuant to Spain’s Data Protection Act 15/1999, of 13 December, and the Information Society and Electronic Commerce Services Act 34/2002, of 11 July, the entrant agrees that their personal details supplied for the Promotion and any others provided in the future may be stored in BBVA files for the following purposes:

- Implementing, supervising, monitoring and managing the Promotion.
- Sending any information about its own products or services or ones from BBVA Group companies by any medium including email or any other means of electronic communication.

The controller is BBVA, registered address Pl. San Nicolás 4, 48005, Bilbao. Entrants may exercise their rights to access, change, delete and object to the use of their personal details free of charge in any of its branches or by writing to the BBVA Group Customer Care Department (PO Box 1598, 28080 Madrid). These rights will not be retroactive. In particular, and also free of charge, the customer may at any time withdraw their consent to the processing of their data for the purposes outlined in point b) above using any of the media indicated.

Registration for the draw and the details stated therein together with any other documents or details supplied in connection with it will be kept by BBVA to manage and monitor the Promotion for one year from the completion of the Promotion.

The prize in this Promotion will be subject to Act 35/2006 of 28 November enacting personal income tax and partially amending legislation on corporate, non-resident income and wealth tax, Royal Decree No. 439/2007 enacting its Regulations and subsequent amendments, Royal Legislative Decree 5/2004, of 5 March, enacting the consolidated text of the Non-resident Income Tax Act, Royal Decree 1776/2004, of 30 July, enacting the Non-resident Income Regulations, Royal Legislative Decree 4/2004, of 5 March, enacting the consolidated text of the Corporate Tax Act, Royal Decree 1776/2004, of 30 July, enacting the Corporate Tax Regulations, the Gambling Regulation Act 13/2011 and other related provisions enacted in its implementation. As a result BBVA will make any payments on account or withholding for the purposes of personal income tax, non-resident income tax or corporate tax.

Pursuant to the aforementioned legislation, entrants are informed that prizes awarded for taking part in betting, contests, raffles or random number combinations related to the sale of or promotions for goods or services are treated as a capital gain. As the prize is worth less than €300, it is not subject to payment on account for personal income tax or non-resident income tax.

The winner will be liable for any tax payable as a result of winning the prize and BBVA is consequently relieved of any responsibility. BBVA will send the winner a certificate containing full information about the prize once the calendar year has ended.

On the day the prize is presented the winner will confirm their personal details and also show their ID (National Identity Card, residence permit, passport, etc). The winner must sign a written statement that they have received the prize when it is presented to them and provide a photocopy of their ID so that the withholdings specified in the preceding point may be made. Otherwise they will forfeit the prize.

 Provision of the personal and fiscal details of winners required for the presentation of prizes is mandatory, and hence the absence of any such details will mean the prize is forfeited.

15. Restrictions on participation.
Employees of BBVA and companies in its Group may not take part in the Promotion.
16. Liability.
BBVA does not accept any liability for any loss, damage, theft, delay or any other circumstances attributable to third parties or Internet that may affect participation in the Promotion.

BBVA will not be liable for any damages and/or losses that may occur to the prize winners, companions, third parties and/or objects due to mistake, fault, negligence or wilful misconduct and in general due to any act or omission of any of them, and they will be solely liable for their consequences. BBVA does not accept any liability for damage due to loss, theft, robbery or alteration of objects and/or personal belongings of the prize winners and/or their companion which must be looked after by the person who is carrying or owns them while they are using the prize.

BBVA does not accept any liability for any expenses resulting from participation due to travel or any other circumstances which may be incurred by the winner in order to use the prize.

17. Law and jurisdiction.
Any disputes concerning the promotion will be subject to Spanish law and the courts of Madrid.

Madrid, 2 June 2014