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# Terms and Conditions of the "Refer a friend" Promotion

CONDITIONS FOR PARTICIPATION IN THE "REFER A FRIEND" PROMOTION AS A SPONSORED

## PROMOTION CONDITIONS

BANCO BILBAO VIZCAYA ARGENTARIA, S.A., German branch, with registered office at Neue Mainzer Straße 28, 60311 Frankfurt am Main (Germany), registered in the BaFin with ID number 10120560 and in the Commercial Register of Frankfurt am Main under HRB 81939, (hereinafter, "BBVA") organizes this promotion called "Refer a friend" (hereinafter, the "**Promotion**"), which will be governed by the following terms and conditions (hereinafter, "**T&C**").

## 1. What is this Promotion about?

The purpose of this promotion is to encourage the opening of the BBVA online current account (hereinafter, the "**BBVA Online Account**") as well as the first purchase with the BBVA debit card (hereinafter, the "**Card**"). Customers can benefit from the promotion by registering on the website [www.bbva.de](http://www.bbva.de), or by using BBVA mobile applications (for Android and iOS operating systems). To do so, the participant must be invited by a BBVA customer who has generated a promotional code (the "**BBVA Sponsor**"). and enter the promotional code of the Sponsor while opening the BBVA Online Account (the "**BBVA Sponsored**").

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If the participant meets the promotion requirements, they will receive a net Cash Bonus of €20.00 if they have made a purchase with the Card according to the terms set up in clause 5.

In addition to the Cash Bonus, BBVA Sponsored will benefit from an additional 0.25% of gross nominal annual credit interest rate on amounts deposited on BBVA Sponsored's BBVA Online Account, in addition to the credit interest rate on amounts deposited on BBVA Online Account specified in the Price and Services List ("**Extra Credit Interest Rate**"), if he/she has an average balance in his/her BBVA Online Account, for a full calendar month during the first 12 months of registering as BBVA's customer, of at least €10,000.

The Extra Credit Interest Rate will be applied from the date the conditions in the previous paragraph are fulfilled until the end of the next natural 6 months from BBVA Sponsor's registration as BBVA customer. For example, if the customer registers on the 20th of May and he complies the 1st of July (he needs 1 calendar month), the Extra Credit Interest Rate will apply from 1st of July until the 30th of November.

## 2. Who is the Promotion aimed at?

The Promotion is aimed at individuals who are at least 18 years old at the start date, who are residents of Germany, and who have opened the BBVA Online Account in the manner indicated in clause 1.

## 3. Who is excluded from participating in the Promotion?

Excluded from participating in the Promotion are those who are debtors towards BBVA for any unpaid and due amount. In this case, they must settle their debt before they can receive the bonuses. If the debt is not settled by the bonuses credit date, the right to receive it will lapse.

## 4. How long does the Promotion last?

The period during which it will be possible to participate in the Promotion will begin on June 1st, 2025, at 00:00 (CET) and will have an indefinite duration, with BBVA having the right to terminate the Promotion by giving due notice (hereinafter, the "Validity Period"). Such termination will not

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affect the right to receive a bonus if the conditions outlined in clause 5 are met prior to the termination.

## 5. What steps must be followed to participate in the Promotion and obtain the Cash Bonus?

To participate in the promotion, the BBVA Sponsored must meet the following requirements:

- Not be a BBVA customer;
- Not have canceled their relationship as a BBVA customer during the six (6) months preceding the registration for a BBVA Online Account as a BBVA Sponsored either by the customer or by BBVA;
- Register online on [bbva.de](https://bbva.de) or in the app and contract the BBVA Online Account product, as well as the Card by using a BBVA Sponsor code;
- Accept the T&C;
- The BBVA Sponsored will have a maximum period of thirty (30) calendar days from the signing of the BBVA Online Account opening contract to send the information and documentation requested by BBVA for the conclusion of the contract and activation of the BBVA Online Account. If this period expires and the BBVA Online Account is not operational due to the lack of the requested information and documentation, the BBVA Sponsored will not be able to participate in the Promotion.
- The BBVA Sponsored must activate the Card and make a purchase with the Card within a maximum period of 3 months from the registration date as a BBVA customer.

Payments with the Card and Direct Debits related to debits in favor of financial companies (including, by way of example but not limited to, PayPal, Satispay, and companies offering similar services), cryptocurrencies, gambling and betting, and payments to debt collection companies are not considered valid for the Cash Bonus.

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## 6. When will the bonuses be received and what does it consist of?

The BBVA Sponsored will receive a net Cash Bonus of €20.00 if they have made a purchase with the Card by following the steps indicated in clause 5.

The crediting of the Cash Bonus will be subject to compliance with the conditions established in these T&C.

BBVA will proceed to credit the Cash Bonus after verifying compliance with the conditions established in the T&C and no later than six (6) months from the date all the conditions provided for the disbursement of the Cash Bonus in these T&Cs have been met. The credit will be made to the BBVA Sponsored's BBVA Online Account, with the reason "Commercial promotion bonus" and the note "Refer a friend" in the notes.

The amount of the Cash Bonus will not be subject to changes, alterations, or compensation. If the BBVA Sponsored refuses the Cash Bonus, no alternative remuneration will be offered.

The crediting of the Extra Credit Interest Rate will be made, provided that the requirements set up in clause 1 are fulfilled, on a monthly basis as specified in the Price and Services List for the payment of Interest on amounts deposited on Current Account.

## 7. What obligations arise from accepting the T&C?

Accepting these T&C entails the obligation to fully comply with them. As a participant, it is necessary to follow the reasonable instructions provided by BBVA.

BBVA reserves the right to disqualify any BBVA Sponsored from the participation in the Promotion who manipulates or attempts to manipulate the Promotion or violates these T&C. Before proceeding with disqualification, BBVA shall contact the defaulting participant to request clarification regarding the non-compliance.

If the participant does not comply with the participation conditions or does not meet all the requirements established in the T&C, they will not be entitled to receive the bonuses.

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## 8. What happens in case of violation of the Promotion conditions?

If the BBVA Sponsored violates any of the provisions established in these T&C, the Promotion will be canceled, and if they have already received the bonuses, they will be required to return it. BBVA will notify the defaulting BBVA Sponsored of their disqualification and, within the term indicated in the relevant communication, will proceed to debit the bonuses amount from the account to which it was credited. Before proceeding with disqualification or the debit of the said amount, BBVA shall contact the defaulting BBVA Sponsored to request clarification regarding the non-compliance.

The non-compliance notification will be sent to the BBVA Sponsored via email to the address indicated during the registration process within the next six (6) months from the date of violation of one or more of the conditions mentioned above.

## 9. What happens in case of fraud?

If BBVA or any entity involved in the organization and/or management of the Promotion detects an anomaly or reasonably suspects that a BBVA Sponsored is preventing the normal development of the same, it can unilaterally cancel the participation of such BBVA Sponsored in the Promotion. To this end, BBVA has the necessary technological tools to detect possible fraudulent, anomalous, or malicious actions aimed at altering participation in the Promotion to illegitimately obtain the bonuses. BBVA reserves the right to remove from its customer register the data of the BBVA Sponsored who has carried out an irregular action in the described sense.

## 10. What is the deadline for submitting any complaints?

The deadline for submitting any complaints related to the Promotion ends twelve (12) months after the expiration of the Validity Period.

The BBVA Sponsored can send any complaints to the Bank's Complaints Office via:

- Ordinary mail to: Ordinary mail to: BBVA Niederlassung Deutschland, Beschwerden, Neue Mainzer Straße 28, 60311 Frankfurt am Main;

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- Ordinary email to the address: [beschwerde@bbva.de](mailto:beschwerde@bbva.de);

## 11. What is the tax treatment of the bonuses?

The amount of the bonuses may be subject to taxation; therefore, it may be necessary to take it into account when preparing the tax return. In case of doubt, it is advisable to consult your tax advisor.

Income (Extra Credit Interest Rate) is generally taxable. If the conditions for exemption from tax deduction (submission of a valid non-assessment certificate, exemption order, etc.) are not met, the Bank will withhold the corresponding taxes and any other applicable deductions according to the respective legal provisions and remit them to the competent tax office. The Customer should contact their responsible tax authority or tax advisor for questions, especially if the Customer is subject to taxation abroad.

## 12. What is BBVA's liability for the Promotion?

BBVA is liable for damages if and to the extent that the damage is due to intent or gross negligence. BBVA is also liable for culpable injury to the life, limb, or health of a natural person, even if the damage is caused by simple negligence. The same applies in the event of a breach of a cardinal duty which is a duty whose fulfillment is essential for the proper implementation of the campaign and the achievement of the purpose of the contract, and whose compliance a campaign participant can regularly rely on. Any further liability is excluded. Liability under the German Product Liability Act remains unaffected.

BBVA reserves the right to cancel any participation or disqualify any BBVA Sponsored if they have evidence for fraudulent manipulation of the Promotion. Before proceeding with cancellation or disqualification, BBVA may contact the defaulting participant to request clarification regarding the non-compliance.

## 13. Final provisions

The BBVA Sponsored agrees that BBVA has the right to postpone, shorten, extend, modify, cancel, or suspend the Promotion as far as the acquired rights of the BBVA Sponsored are not affected. BBVA will inform the BBVA Sponsored of this circumstance in a timely manner.

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If any clause of these T&C is declared null or invalid, the remaining unaffected clauses will remain in force.

## 14. Legislation and competent jurisdiction

The Promotion is governed by German law.