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

## CONDITIONS FOR PARTICIPATION IN THE "REFER A FRIEND" PROMOTION AS A SPONSOR

### Holder

### BBVA Account

### Personalized Promotional Code

## PROMOTION CONDITIONS

BANCO BILBAO VIZCAYA ARGENTARIA S.A. German branch located 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

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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"). New 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).

If the Promotion requirements are met:

- The customer who invites others to complete registration as an online customer with their promotional code (the "Code" and each of these persons, a "BBVA Sponsor") will receive the bonuses indicated in clause 8 provided that the requirements as set out in clauses 5 and 7 are met.
- The BBVA Sponsored who has opened the BBVA Online Account using the BBVA Sponsor Code and performed the actions indicated in clause 7 and described within the BBVA App in the Promotions / Refer a friend / Learn More section, will receive a bonuses in the amount specified in the CONDITIONS FOR PARTICIPATION IN THE "REFER A FRIEND" PROMOTION AS A SPONSORED.

## 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 in Germany, who have an BBVA Online Account and aim to invite others to open a BBVA Online Account in the manner illustrated in the T&C.

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



"BBVA Sponsors" cannot participate in the Promotion, if they are debtors towards BBVA for any due and payable amount. In this case, they must settle their debt before they can receive the bonuses. If the debt is not settled by the bonus 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 (hereinafter, the "Validity Period"), with BBVA having the right to terminate the Promotion for the future by giving due notice. Such termination will not affect the right to receive a bonus if the conditions outlined in clause 5 and clause 7 are met before the termination.

## 5. What to do to participate in the Promotion as a BBVA Sponsor?

To participate as a BBVA Sponsor, it is necessary to meet all the following requirements:

- Be a BBVA customer;
- Not having cancelled their relationship as a customer of BBVA during the six (6) months preceding the start of the Promotion either by the customer or by BBVA;
- Access their reserved customer area on bbva.de (on the Web or in the mobile app);
- Access the "Refer a friend" section of the reserved area where the T&C to be accepted and signed are located, which allows generating the Code;
- Accept and sign the Promotion T&C;
- Copy and save the Code associated with the Promotion;
- Share the Code with contacts interested in becoming BBVA customers, always respecting the terms and conditions of use of the means used to communicate the Code.

The BBVA Sponsor must act diligently and share the Code only with their contacts interested in becoming BBVA customers. The mass sending of the Code and random spam activity will result in the automatic cancellation of the Promotion (as indicated in clauses 12 and 16). It is not allowed to use

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tools for mass message sending or simulate sending the Code using another person or steal their identity as a BBVA Sponsor.

In addition to the above requirements, to obtain the bonuses described in these T&C as a BBVA Sponsor, it will be necessary for a BBVA Sponsored to:

- i) Open a BBVA Online Account and request a Card using the Code received from the BBVA Sponsor;
- ii) Meet the participation requirements indicated in clause 7 below;
- iii) Comply with the Sponsored T&C.

## 6. What is your Code?

The personalized Code of the BBVA Sponsor, is generated upon acceptance of the Promotion T&C.

The Code will never contain personal data; the BBVA Sponsor will be responsible for sharing the Code with their BBVA Sponsored who are not yet BBVA customers. At the same time, when the BBVA Sponsor shares this Code with their BBVA Sponsored who are not yet customers, they will be responsible for processing their personal data outside the Bank's platform.

## 7. What must the BBVA Sponsored do to participate in the Promotion?

For a contact of the BBVA Sponsor to participate in the Promotion as a BBVA Sponsored, they must meet the following conditions:

- Not be a BBVA customer already;
- Not have canceled their registration as a BBVA customer during the last six (6) months preceding the registration for a BBVA Online Account as a BBVA Sponsored;
- Register online on [bbva.de](https://bbva.de), or through the mobile application, contracting the BBVA Online Account product and the Card;
- Enter and validate, in the 'Promotional Code' field during the customer registration process, the Code received from the 'BBVA Sponsor';
- Accept the Sponsored T&C.

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- BBVA Sponsored activates the BBVA Online Account by sending the information and documentation requested by BBVA for the conclusion of the contract within 30 calendar days from the signing of the BBVA Online Account opening contract. After this period, if the BBVA Online Account is not operational due to the lack of the required information and documentation, the “BBVA Sponsored” will not be able to participate in the Promotion.
- Complete at least one of the actions indicated in the Sponsored T&C to obtain the Cash Bonus.
- Complete the conditions in clause 8.2 for the BBVA Sponsor to obtain the Extra interest.

Once the BBVA Online Account has been activated and made operational, the BBVA Sponsored must take the necessary actions for the purposes of receiving the bonuses within the terms established in the T&C Sponsored. The actions and related terms can also be consulted at any time in the BBVA App, in the Promotions / Refer a friend / Find out more section.

BBVA Sponsored will receive the bonuses due to them provided they have completed the online registration process using a valid Code shared by their respective BBVA Sponsor. Furthermore, the BBVA Sponsored must always comply with the participation requirements indicated in the Sponsored T&C, regardless of whether or not the BBVA Sponsor has exceeded the maximum amount of Cash Bonus receivable (see clause 8) and/or no longer meets the conditions required to act as BBVA Sponsor.

Each invitation, membership process and payment of the Cash Bonus of each BBVA Sponsor is independent of the other invitations generated and sent by the BBVA Sponsor.

## 8. What bonuses will the BBVA Sponsor receive?

### 8.1. Cash Bonus.

If both parties (BBVA Sponsor and BBVA Sponsored) meet the participation requirements, the "BBVA Sponsor" will be entitled to receive a net Cash Bonus of €30.00 for each BBVA Sponsored who has performed each of the actions set out in clause 7, up to a maximum net Cash Bonus amount of €240.00 (equal to 8 referred customers), regardless of the number of BBVA Sponsored who have performed the actions indicated in the Sponsored T&C. Once the maximum Cash Bonus amount is reached, any further use of the Code and/or execution of additional actions indicated in the Sponsored T&C by the BBVA Sponsored will not generate any Cash Bonus for the BBVA Sponsor.

The crediting of the Cash Bonus will be subject to compliance with this T&C.

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BBVA will credit the Cash Bonus to the BBVA Sponsor's BBVA Online Account 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 in these T&Cs for the disbursement of the Cash Bonus have been met.

The amount of the Cash Bonus will not be subject to changes, alterations, or compensation at the request of the BBVA Sponsor. If the Cash Bonus is refused, no alternative remuneration will be offered.

The allocation of the Cash Bonus will be made by crediting the BBVA Online Account, with the account entry concept:

"Commercial promotion bonus" and notes "Refer a friend Promotion."

## 8.2. Extra interest.

In addition to the Cash Bonus, a BBVA Sponsor will benefit from an additional 0.25% gross nominal annual credit interest rate on amounts deposited on BBVA Sponsor'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 any of their BBVA Sponsored have an average balance in their BBVA Online Account, for a full calendar month during the first 12 months of registering as BBVA's client, 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 12 months from BBVA Sponsor's registration as BBVA customer.

The crediting of the Extra Credit Interest Rate will be made on a monthly basis as specified in the Price and Services List for the payment of Interest on amounts deposited on Current Account.

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

If the BBVA Sponsor or the BBVA Sponsored do not comply with any of the conditions established in the respective T&C, the Promotion will be canceled for the non-compliant participant, and if they have already received the bonuses, they will be required to return it. BBVA will notify the defaulting participant 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

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with disqualification, BBVA shall contact the defaulting participant to request clarification regarding the non-compliance.

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

Accepting these T&C as a BBVA Sponsor entails the obligation to fully comply with them. BBVA reserves the right to disqualify any participant who manipulates or attempts to manipulate the Promotion or violates these T&C.

If the participants do not meet the above participation conditions applicable or do not meet all the requirements established in the respective T&C, they will not be entitled to receive the Bonuses.

## 11. 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 the BBVA Sponsor is preventing the normal development of the same, it can unilaterally cancel the participation of such participant. 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 any BBVA Sponsor who has carried out irregular behavior in this regard.

By "possible fraudulent, anomalous, or malicious actions," it is meant, in particular but not limited to, the case in which the BBVA Sponsor openly shares the Code on forums, social networks, or through any other mass communication means.

## 12. 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 Customer can send any complaints to the Bank's Complaints Office via:

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- Ordinary mail to: BBVA Niederlassung Deutschland, Beschwerden, Neue Mainzer Straße 28, 60311 Frankfurt am Main;
- Ordinary email to the address: [beschwerde@bbva.de](mailto:beschwerde@bbva.de)

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

The bonuses amount may be subject to taxation, and therefore, these amounts should be taken into account when preparing the tax return. In case of doubt, it is advisable to consult your tax advisor.

Income 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.

## 14. 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 participant if they have evidence for fraudulent manipulation of the Promotion. Before proceeding with cancellation or disqualification, BBVA shall contact the defaulting participant to request clarification regarding the non-compliance.

## 15. Final provisions

The BBVA Sponsor agrees that BBVA has the right to postpone, shorten, extend, modify, cancel, or suspend the Promotion as far as the acquired rights of the participants are not affected. BBVA will inform the user 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.

## 16. Governing Law

The Promotion is governed by German law.