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Terms and Conditions of the "Cashback" Promotion

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 promotion named "Cashback" (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 card payments by new BBVA customers.

Customers who meet the promotional requirements stated in section 5 of these T&C may participate in the promotion and will receive a monthly bonus (hereinafter the "Bonus") equivalent to **3%** of the amount of each payment made with the BBVA card for the first **€250** of payments made in each of the 12 months starting from the execution of the first payment made with the BBVA card, including the month of execution of the first month, up to a maximum of **€7,5** per calendar month (hereinafter "**3% Cashback**").

The calculation of the Bonus is based solely on the net amount of eligible purchases (i.e., total purchases minus returns) made during each respective calendar month. Regardless of when the original purchase was made, any return processed during the current month will be deducted from that month's total eligible spending. Returns from prior months that are processed during the current month will reduce the eligible amount for Cashback in the month of processing.



Payments made with the BBVA card related to charges in favor of financial companies and banks, cryptocurrencies, games and betting, and payments to debt recovery companies are excluded from the bonus calculation.

2. Who is the Promotion aimed at?

This promotion is aimed at all new BBVA customers who open through the digital registration process (via www.bbva.de, m.bbva.de, or BBVA's mobile applications for Android and iOS operating systems) the BBVA Current Account (hereinafter the "**Account**") including the "Dispokredit" service and the BBVA debit card (hereinafter the "**Card**").

The Promotion is intended for natural persons who have reached the age of 18 at the time they become BBVA customers, residents in Germany, who are not already or have been BBVA customers as of the start date of the Promotion and who have contracted the Account and the Card after accepting these T&C. Each person may participate in the Promotion only once. If a person registers for more than one BBVA card, they can only participate with the first registered BBVA card.

3. Who is excluded from participating in the Promotion?

Those who are already BBVA customers at the start of the Promotion or who have been in the past are excluded from participation. Also excluded are those who as of the start date of the Promotion are debtors to BBVA for any matured, liquid, and demandable debt.

Finally, those who open the Account as part of a joint promotional initiative promoted by BBVA and a commercial partner are excluded from participating in the Promotion. In these latter cases, the regulation of the specific promotional initiative whose Terms and Conditions can be consulted at www.bbva.de will apply.

4. How long does the Promotion last?

The period during which it will be possible to participate in the Promotion, which includes the registration process as a new BBVA customer and the possibility to receive a Bonus will begin on 01.04.2025, at 07:30 (CET) and will end on 30.09.2025, at 23:59 (CET), both included (hereinafter the "**Validity Period**").

5. What requirements must be met to participate in the Promotion?

To participate in the promotion, the following conditions must be met:

- Register as a BBVA customer through the digital registration process by signing the Account and Card contracts during the Validity Period;
- Accept these T&C;
- Make any payment with the Card during the Validity Period without a minimum amount once the email confirmation from BBVA indicating that the activation of the Account and the Card has been successful is received. The Customer will have a maximum period of 90 (ninety) days from the activation of the Account and the Card to make a first payment with the Card and start the Promotion. If no payment with the Card is made within this period, the Promotion will be canceled.

6. When will the Bonus be credited?

Once the participation conditions indicated in Section 5 are met, the Bonus will accrue monthly until the end of the Validation Period and the Customer will receive the Bonus corresponding to each calendar month in the first business days of the following calendar month. For example, if the promotion is activated on January 16, the Customer will receive the Bonus corresponding to the 3% Cashback accrued in January in the first business days of February. The same logic will apply to the Bonuses that will accrue in the subsequent calendar months.

If the Customer ceases to be a BBVA customer during the Validity Period, the participation in the Promotion ends automatically and the Customer will not receive the Bonus corresponding to the payments made with the BBVA Card during the month in which they ceased to be a BBVA customer.

The crediting of the Bonus is subject to compliance with the conditions set forth in these T&C.

The Bonus will not be subject to changes, alterations, or compensation. If the Customer refuses the Bonus, no alternative will be offered.

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

Accepting these T&C entails the obligation to fully respect what is established therein. As a participant, it is necessary to follow the instructions possibly indicated by BBVA.

BBVA reserves the right to disqualify any participant who manipulates or attempts to manipulate the Promotion or who violates any of the terms and conditions of these T&C. Before proceeding with the disqualification, BBVA may contact the non-compliant participant to request clarifications regarding the non-compliance.

In the event that the participant does not meet the applicable conditions of participation or where they do not meet all or part of the requirements set in these T&C, they will not be entitled to receive the Bonus.

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

If the participant violates any of the conditions set forth in these T&C, the Customer will not be able to participate in the Promotion and, if they have already received the Bonus, they will have the obligation to return it to BBVA. BBVA will communicate the disqualification to the non-compliant participant and within the period indicated in the relevant communication will proceed to charge the amount of the Bonus to the account on which it was credited.

The communication for non-compliance will be sent to the participant by email to the address indicated in the BBVA customer registration process within 30 days from the date of violation of one or more conditions described above or from the date on which, if applicable, BBVA became aware of the violation.

9. What happens in case of fraud?

In the event that BBVA or any entity involved in the organization and/or management of the Promotion detects an anomaly or suspects that a participant is hindering the normal development of the Promotion, BBVA may unilaterally cancel the participation of such participant 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 Bonus. BBVA reserves the right to exclude the Customer from the Promotion if there is evidence of irregular action as described.

10. What is the deadline for filing any complaints?

The deadline for filing any complaints related to the Promotion ends six (6) months after the expiration of the Validity Period.

The Customer may send any complaints to the Bank's Complaints Office by:

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

11. What is the tax treatment of the Bonus?

The amount of the Bonus may be subject to taxation; therefore, it may need to be considered when preparing the tax return. In case of doubt, it is advisable to consult your tax advisor.

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.

13. Where can the T&C be consulted?

These T&C can be consulted at any time during the Validity Period at www.bbva.de.

BBVA may modify, cancel, or suspend the Promotion as far as the acquired rights of participants are not affected. BBVA will inform the participant of this circumstance as soon as possible, by publishing it on the BBVA website, or, if applicable, via email or any valid means of communication, if the Customer has already registered and activated the Account and Card.

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

14. Applicable Law

The promotion is governed by German law.