



# Terms and Conditions of the "Cashback Payment of Tax and/or Social Security" Promotion

## TERMS OF THE PROMOTION

The company BANCO BILBAO VIZCAYA ARGENTARIA, S.A., with registered address in Bilbao at Plaza de San Nicolás nº 4, and tax ID number (CIF) A48265169 (hereinafter, "BBVA") organizes this promotion known as the "CASHBACK PAYMENT OF TAX AND/OR SOCIAL SECURITY" Promotion (hereinafter, the "Promotion"), which will be governed by the following terms and conditions (hereinafter, the "Terms and Conditions").

### 1. What is it?

The aim of this promotion is to encourage new customers to register online, and to arrange for the payment of direct debits (hereinafter "**the Debits**") associated with the payment of taxes and/or social security. By meeting the Promotion requirements stated in the Terms and Conditions, you will receive a bonus "**the bonus**"), consisting of a maximum monthly payment of €120 gross (€97.20 net) of the total taxes and/or social security paid every month through your BBVA account, as detailed below, and for a maximum of 6 consecutive months "**the bonus period**"). The maximum amount you can receive is €720 gross (€583.20 net).

The taxes and social security taxes paid by direct debit and debited through the BBVA account that entitle to the bonus must be:

#### Taxes/Debits eligible for the Promotion:

- State, regional and local taxes

#### Social Security eligible for the Promotion:

- Social Security Debits
- Social Insurance Debits
- Social Security Contributions-Special Regime
- Social Security Contributions-General Regime
- Contributions Professional Association Debits

To determine the Bonus associated with the direct debits eligible for the bonus, the following apply:

- If the total sum of the monthly debits applied is greater than or equal to €120, then the gross monthly bonus assigned will be €120.
- If the total sum of the monthly debits applied is less than €120 gross, then the gross monthly Bonus assigned will be equal to the sum of said debits.

The "Bonus Period" of six (6) calendar months will begin on the 1st day of the calendar month following the date on which the customer signs up for this promotion. For example, if the customer registered on January 13, the bonus period will begin on February 1, and any direct debit made before February 1 will not be subject to review/bonus.

This Promotion is exclusive to BBVA.



## 2. Who is it for?

For new customers who are individuals over 18 years of age who are considered self-employed, and who have opened the BBVA Welcome Empresas Account (hereinafter "**the Account**") between May 13, 2024 and December 31, 2024 (hereinafter, the "**Validity Period**") and who meet the requirements described below and who have signed up for this Promotion.

BBVA reserves the right to determine the compatibility of this promotion with others.

## 3. Who is not eligible to take part?

- You are ineligible to take part in this Promotion if, between the Validity Period and the payment date of the bonus, you owe BBVA any payable and required amount. In such cases, you must rectify the situation before you can receive the Bonus. If you have not settled your debt by the date that the Bonus is to be deposited, you will lose your right to the Bonus and it will not be deposited in your account.
- You will be excluded from participating in this Promotion if, on the date of payment of the Bonus, the customer has ordered the return of any direct debit, or the order to debit any of these direct debits from the BBVA Account has been revoked by the customer.
- You will be excluded from participating in this Promotion if you contributed to organizing it or if you are an active employee, or one that has retired early, of BBVA or any of its Group companies.
- If you cancelled your registration as a customer within the last 6 months leading up to the Promotion start date, you will not be eligible to participate.

## 4. How do I take part in the promotion?

Sign this Promotion application form before December 31, 2024. The Promotion ends on this date.

## 5. What are the necessary requirements to be eligible for the Promotion?

In order to participate in the Promotion you must meet the following requirements:

- Be a new BBVA customer since at least the start date of this Promotion, through [bbva.es](http://bbva.es), [m.bbva.es](http://m.bbva.es) or BBVA's mobile apps (make sure you have installed the BBVA application on your cell phone). If not, you have to download it from the official stores; Google Play Store and the App Store for Android and iOS devices, respectively. You can also take out this promotion through [www.bbva.es](http://www.bbva.es).
- Not have left BBVA as a customer during the six (6) months prior to the beginning of the Promotion.
- Have accepted the Terms and Conditions during the "Validity Period" and carried out the following actions:
  - - Register at [bbva.es](http://bbva.es), [m.bbva.es](http://m.bbva.es) or the app.
  - Indicate and validate the promotional code "AUTONOMO720" during the new customer registration process in the channels that the Bank has enabled for this purpose. The promotional code will be accessible in the public sections of the BBVA website and app where the Promotion is detailed.
  - Arrange the direct debit for at least one Debit and process it through your BBVA Account, linked to any of your taxes and/or social insurances listed in the first section of these terms and conditions.

## 6. What advantages does it offer?

Upon meeting the requirements just described and having signed up for the promotion on time, you will receive the Bonus, which will be credited to the Account, as a "Commercial Promotion bonus" and in the remarks: "€720 Self-Employed Promotion Payment."



BBVA will verify compliance with the requirements on a monthly basis, starting on the 1st day of each calendar month for each of the Bonus Periods established as detailed in section 1. Therefore, if any Debit is not applied on a monthly basis (bimonthly, quarterly, annual, etc.), it will only be accounted for in the Bonus Period in which the charge was made.

In the event of there being no participants, BBVA may declare the Promotion void.

### **7. When will you receive the Cashback?**

To receive the Bonus, you must meet the conditions stated in these Terms and Conditions. BBVA will pay you the Bonus after verifying these conditions for each Bonus Period established (successive month), after a minimum of seven (7) days and up to a maximum of twelve (12) months has elapsed since the end of each month in the Bonus period.

The Bonus is not subject to exchange, alteration or compensation. If you refuse the Bonus, you will not be offered another alternative.

### **8. What does accepting the Terms and Conditions entail?**

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. Participants are required to follow any instructions that BBVA may provide, as applicable.

BBVA reserves the right to disqualify you in its sole discretion if you manipulate or try to manipulate the Promotion or if you violate any of the Terms and Conditions.

BBVA can adopt the necessary measures to resolve any disputes or conflicts that may arise throughout the course of the Promotion, provided that these are fair and do not unduly disadvantage you.

If you do not meet the previously-applicable conditions of participation or you do not meet all the requirements set out in the Terms and Conditions, you will not have the right to receive the Bonus.

### **9. Is the cashback subject to taxation?**

The bonus will be classified as income from movable capital and will be subject to a withholding tax rate of 19% for individuals. The Bank will pay the resulting net amount to the customer.

Non-resident Income Tax (IRNR) payers without a permanent establishment (PE) can receive the Bonus as non-taxable income, provided that their non-residency in Spain is proven through the Tax Residence Declaration (DRF), valid indefinitely as long as there are no changes to the declared circumstances. If no proof of non-residence is provided, the Bonus payment will be subject to withholding tax (currently at 19%

) BBVA, along with the deposit of the gross amount of the bonus, will debit from your BBVA Account the corresponding withholding, which it will then deposit with the Treasury on your behalf. You will then be provided with the corresponding Income Tax or Corporation Tax information for your Annual Tax Return.

The customer will be solely responsible for any fiscal consequences that may arise from receiving the bonus, and BBVA will not be held liable for any of them.

This clause applies to the customer participating in the promotion, regardless of who benefits from the bonus, for tax purposes.

### **10. What is the claim period?**

The period in which any claims can be made regarding the Promotion ends twelve (12) months after the date of the end of the Validity Period.



### **11. How will your personal data be processed?**

Banco Bilbao Vizcaya Argentaria, S.A., with registered address at Plaza de San Nicolás 4, 48005, Bilbao and email address [consultasgenerales@bbva.com](mailto:consultasgenerales@bbva.com), is the processor of the personal data you provide to us to participate in this Promotion.

BBVA will process the following data: full name, age, NIF/NIE/Passport number, BBVA account number and the charges associated with the payment of taxes or social security contributions specified in section 1 that are direct debited from said BBVA Account. It will process this data in order to organize, control and monitor the Promotion and to deliver the bonus should you satisfy the conditions required.

The legal basis is the performance of this contract.

We will keep your personal data on file throughout the term of the contractual relationship to process it for this purpose. After this period, any data that is necessary to comply with our legal obligations will be blocked for the legal limitation periods for the sole purpose of processing claims or legal actions. We will destroy your data once the statutory limitation period has ended.

BBVA will not disclose personal data to third parties, unless we are required to do so by law or we obtain the corresponding consent needed to do so.

You may, at any time, exercise your rights of access, correction, deletion, objection, limitation of processing, and portability by writing to [derechosprotecciondatos@bbva.com](mailto:derechosprotecciondatos@bbva.com). The deletion of the data necessary to process the Promotion will automatically render the data subject ineligible for the Promotion. If you think we have failed to process your personal data in accordance with the regulations, you may contact BBVA's Data Protection Officer through the website [www.bbva.es](http://www.bbva.es), section Personal Data/Contact DPO. You may also submit a complaint to the Spanish Data Protection Agency ([www.aepd.es](http://www.aepd.es)).

### **12. What happens if you commit fraud or there is fraudulent activity?**

If BBVA detects any anomaly or suspects that you are preventing the Promotion from running smoothly, it may unilaterally eliminate your participation in the Promotion. Accordingly, BBVA has procured the necessary technological support systems to detect possible fraudulent, anomalous, or malicious actions that intend to impair participation in the Promotion in order to acquire the bonus unlawfully. Therefore, BBVA reserves the right to delete your registration if it has evidence or suspicion of irregular activities as described in the previous paragraph.

### **13. What is BBVA's legal responsibility in this Promotion?**

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 participation or any participant, if there are suspicions of fraudulent use by the Customer.

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.

BBVA is empowered to resolve any contingency not considered in these Terms and Conditions.

You accept that BBVA can postpone, shorten, extend, modify, cancel, or suspend the Promotion due to causes of force majeure beyond its control, while committing to inform you of this 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 nullified shall remain in force.

### **14. Acceptance of these terms and conditions**

Accepting these Terms and Conditions, by signing up for the Promotion, entails full agreement with them, as well as acceptance of BBVA's criteria for resolving any disputes that may arise from their interpretation.



#### **15. Law and jurisdiction**

Any disputes shall be subject to Spanish law and be resolved in the court of the place of residence of the customer.