

***Be Yourself* Contest on Instagram**

Legal Terms and Conditions

BANCO BILBAO VIZCAYA ARGENTARIA, S.A. ("BBVA" or the "Organizer"), with registered office at Bilbao, Plaza de San Nicolás 4, corporate tax ID No. A-48265169, is organizing this talent contest (the "Contest"), which will be governed by the following terms and conditions (the "Terms & Conditions").

ONE. Participants

Any Instagram users with a public profile who are over 18 years of age and resident in territories where the BBVA Group has a presence may participate. This involves uploading and/or posting photographs that reflect and promote diversity, the importance of being yourself and LGTBI inclusion using the hashtag #MakeItVisibleBBVA, promoted by BBVA, in their own profile (the "Participants"). Participation is subject to the other Terms & Conditions set out herein.

This Contest will run **from** June 22, 2020 at 12:00 pm **to** July 5, 2020 at 12:00 pm, CET (Central Europe Time) / UTC+1. Any photographs published outside this period will not be valid and will not be considered in the Contest.

TWO. Prizes

There will be three (3) winners.

There are three prizes of Polaroid Snap Touch Instant Print Digital Cameras with touchscreens, each worth 180 euros approx., one for each winner (the "Prize/s").

THREE. Operation and participation in the Contest, and judging and award of Prizes

- a. The Contest complies with Instagram's promotional rules (https://es-la.facebook.com/help/instagram/179379842258600?helpref=search&sr=1&query=concurso&search_session_id=dfa3500a917)

[ee7e07580f6e4883c547c](#)). Instagram is not involved in sponsoring, endorsing, administering or taking part in the Contest. Participants disassociate Facebook and Instagram from the Contest completely. Participants understand that the information they provide is to administer their participation in the Contest, inform them if they are a winner and deliver the prize.

b. Each Participant may submit a maximum of two (2) photographs (the "Photos") using the hashtag #MakeltVisibleBBVA. These Photos must comply with the following rules:

- The Photos must be original works taken by the Participants and not previously published (i.e. they must not have been previously published in any medium or form). The Photos must not previously have received any prizes or mentions in any other national and/or international contest or exhibition.
- The Photos must have been taken by the Participant, without the help or involvement of others.
- The Photos must comply with Instagram's policies.
- Photos must not infringe any third-party rights (i.e. trademarks, logos, photos, content, materials, pictures, text, design, etc.). The Photos must not include the image of identifiable persons if their consent has not been duly obtained. The Photos must not include images of minors.
- The Photos must be suitable for all audiences and must not violate any laws or offend morality or public decency. They must not display content that may be considered offensive, defamatory, racist, sexually explicit or that might promote political, sexist, unacceptable or otherwise generally inappropriate ideologies.
- For security reasons, the Photos must not include or disclose the personal data of the Participant or third parties, such as telephone numbers, email addresses, vehicle license plates, street names and house numbers or any other information relating to any identified or identifiable individual(s) other than the Participant, unless their written consent has been previously obtained.

- c. The Participants warrant that all Photos submitted to the Contest with the hashtag #MakeItVisibleBBVA fulfill all of the Terms & Conditions and eligibility criteria in this document, especially with regard to the rights of third parties and compliance with applicable regulations. Consequently, the Participants assume any liability deriving from not complying with these undertakings, specifically with regard to any complaints from third parties due to a breach of their rights or interests, including, but not limited to, the right to reputation, to personal and family privacy and image rights, or any breach of current personal data protection legislation.
- d. The Photos must comply with the purposes of this Contest. Any Photos that, in BBVA's opinion, do not meet these objectives and eligibility criteria will not be considered or eligible for inclusion in the Contest. In such cases, the Organizer may disqualify the Participant and remove the hashtag #MakeItVisibleBBVA from the Photos, without prior notice.
- e. Participation in the Contest necessarily implies acceptance of these Terms & Conditions, which are available at the URL bbva.info/legalbeyourselfeng, and the organization of the Contest and the Prizes.
- f. A jury comprising members of the Organizer's internal Be Yourself initiative (the "Jury") will be responsible for selecting the winning Photos (the "Winner(s)"), based on their originality and association with the promotion of diversity, the importance of being yourself and LGBTBI inclusion. The members of the Jury shall act fairly and impartially, judging the Photos on their own merit, without considering the Participant or where they come from. The Organizer reserves the right to substitute or change the composition of the Jury at any time when, at its own discretion, this is necessary or appropriate for the Contest.
- g. BBVA also reserves the right to declare the Contest void, if there are not enough Participants or they do not comply with these Terms and Conditions.
- h. BBVA reserves the right to suspend, postpone or cancel the Contest, if there are reasons that justify this. BBVA shall report and provide information on any such circumstances in BBVA's Instagram profile,

(<https://www.instagram.com/bbva/?hl=es>), by Instagram Stories and/or any other BBVA communication channels or social networks.

- i. BBVA will contact the Winners in a private Instagram message to tell them they have won the Contest and indicate what is needed to deliver the Prize. BBVA will also disclose the identity of the Winners in a comment on its Instagram profile (<https://www.instagram.com/bbva/?hl=es>). The Winners therefore agree that their username and public Instagram profile picture may be posted on the organization's profiles and other websites when reporting the Winners of the Contest.
- j. In this communication by private message, the Winners will be informed that they will have a period of five (5) working days to contact BBVA at the e-mail address beyourself@bbva.com to expressly state their willingness to accept the prize. If the Winner(s) do not contact BBVA within five (5) working days, it will be understood that they do not accept the Prize and lose their right to obtain it, and BBVA will be free to dispose of it.
- k. In response to this e-mail communication from the Winners stating their willingness to accept the Prize, BBVA will send them a document of acceptance of the Prize by e-mail, which each Winner must sign in the indicated manner and send it in accordance with the instructions provided by BBVA. Once the signed document has been received by BBVA, it will take the necessary steps for the awarding of the Prize. The Winner's identification and tax details are compulsory and must be filled in for the Prize to be awarded. Failure to provide any of these details will result in the loss of the Prize obtained.

FOUR. Consultation and acceptance of the Terms & Conditions

These Terms & Conditions are available at the URL bbva.info/legalbeyourselfeng.

Participation in the Contest is free of charge. Merely participating implies the full acceptance of these Terms & Conditions, and of BBVA's judgment in resolving any disputes that could arise from their interpretation.

BBVA reserves the right to modify these Terms & Conditions. BBVA also reserves the right to modify the organization of participation and the Prizes. Any such modifications will be completely impartial. BBVA will publish any modifications sufficiently in advance using the URL bbva.info/legalbeyourselfeng.

The contents of these Terms & Conditions will be considered without prejudice to any obligation that is binding on the Participant under local laws.

FIVE. Fraud

BBVA or any entity linked professionally to the Contest may end the Participant's involvement if they identify anything unusual or suspect that the Participant is hindering the normal operation of the Contest. BBVA has enabled the necessary technological media to detect any kind of fraudulent, unusual or malicious action intended to alter participation in order to win the Prize by illicit means. BBVA reserves the right to disqualify any Participant who is shown to be or suspected of acting in an irregular way.

SIX. Change of Prize

The Prize may not be exchanged, altered or compensated in cash at the request of the Winner, under any circumstances.

SEVEN. Participation

Reflecting the values of inclusion and diversity, the Contest is open to all Participants who meet the conditions for participation and eligibility of the Photos set out in these Terms & Conditions.

EIGHT. Liability

The Participants are solely liable for any infringements and damages caused or that may be caused to the rights of third parties through their participation. Participants will indemnify the affected third parties and BBVA

and/or the BBVA Group entities for any damages resulting from breaches of the obligations established and assumed in these Terms & Conditions.

The Participants shall at all times hold BBVA and the BBVA Group entities harmless against third-party claims, and will be solely responsible, assuming full liability, for any costs or charges that may arise from breaches of the obligations established and assumed in these Terms and Conditions. The Participant undertakes to compensate BBVA for any costs that BBVA might be obliged to pay resulting from any claim against BBVA by third parties for breaches of their rights, including but not limited to intellectual and industrial property rights and personal data protection.

BBVA shall not be held liable for any delays or any other circumstances caused by third parties that may affect participation in or the operation of the Contest. BBVA does not assume any liability for delays in telecommunications networks with respect to records, submission of data and delivery of the Prizes. If the Contest cannot be held due to the detection of fraud, technical errors or for any other causes beyond the control of BBVA that affect its normal operation, BBVA reserves the right to cancel, modify or suspend this Contest. BBVA shall not accept responsibility if the Participants' data are incorrect or not up-to-date, or if it is unable to contact them through no fault of BBVA.

NINE. Personal data processing

Participants are hereby informed that the personal data they provide for participation in the Contest, including any provided if they are named as a Winner, will be processed by Banco Bilbao Vizcaya Argentaria, S.A., with address at Plaza de San Nicolás 4, 48005, Bilbao, for the sole purpose of organization, control and monitoring of the Contest, and for acceptance and delivery of Prizes, and any other notification, information and promotional purposes in relation to the Contest, in accordance with these Terms & Conditions.

The data requested from Winners will be the first name, surname(s), telephone number, email, ID or passport number and postal address. The Organizer shall also publish the names of the Winners of the Contest on Instagram as part of this promotion, to which the Participants also give their consent in identical terms.

Personal data will be processed in accordance with the provisions of applicable legislation on the protection of personal data and information society services, applying the technical, organizational and security measures necessary to ensure their confidentiality and to prevent any alteration, loss and unauthorized access or processing.

BBVA informs Participants that:

- Their personal data will be kept for the period of one (1) year, after which it will be destroyed.
- It will not communicate any personal data to third parties, unless required to do so by law or the corresponding consent has been obtained.
- Participants can freely exercise their rights of access, rectification, suppression, objection, restrictions on processing and portability by contacting beyourself@bbva.com, attaching a copy of their ID card or passport. These rights cannot be exercised retroactively. Cancellation of the information required to administer the Contest (including awarding the Prizes) will entail automatic withdrawal from the Contest.
- If a Participant considers that their personal data have not been processed in accordance with the regulations, they can contact the BBVA Group's Data Protection Officer at dpogrupobbva@bbva.com. A complaint may also be lodged with the Spanish Data Protection Agency (www.agpd.es).

TEN. Tax

The Prizes will be subject to Law 35/2006, of 28 November, on the approval of Personal Income Tax and partially amending Corporate Income, Non-Resident Income and Capital taxes; Law 26/2014, of 27 December amending the aforementioned law; Royal Decree 439/2007 approving the regulations thereof and its subsequent amendments; Law 13/2011 on the Regulation of Gambling and other provisions consistent with this and promulgated in its development; and Royal Legislative Decree 5/2004, amending the Non-Resident Income Tax Law, as well as the regulations implementing that Law (RD 1776/2004).

In accordance with these regulations, Participants are informed that the Prizes awarded in the Contest are considered capital gains subject to

withholding tax or payment on account of the aforesaid taxes. For tax residents in Spain, if the value of the Prize does not exceed three hundred Euros (300 euros), there is no obligation to make a payment on account for the tax (withholding or payment on account). As the value of this Prize is less than 300 Euros, it is not subject to payment on account for personal income tax (IRPF).

The Winners shall be responsible for any tax implications the Prize may have on their tax situation, releasing BBVA of any liability. BBVA will issue and send the Winner a certificate with information on the Prize after the end of the calendar year.

The Winners will provide BBVA with their National ID No. or Tax ID, as appropriate, full name and address, for the purpose of any withholdings or payments on account for IRPF or IRNR that may be applicable. If a double taxation agreement is invoked, the Winner must provide a current tax residence certificate issued by the tax authorities of their country of residence.

Provision of the Winner's identification and tax details is mandatory and necessary for awarding the Prize; failure to provide any of this information will result in loss of entitlement to the Prize.

For tax purposes, the provisions of this clause apply to the Winners themselves, regardless of who makes use of the Prize.

ELEVEN. Legislation and jurisdiction

Any disputes regarding the content and/or interpretation of these Terms & Conditions shall be subject to the laws of Spain and decided before the courts and tribunals of the city of Madrid.

In Madrid, on June 22th 2020