

## Legal bases: Invite a friend

Promotion valid for the first 1,000 new customers who sign up and activate a salary account, non-salary account, business account, pension account or young salary account in the period and meet the requirements for one year.

**Campaign start date:** 1 January 2024.

**Campaign end date:** 30 June 2024 or when the first 1,000 new salary accounts have been opened.

### 1. Purpose and overview of the offer

The purpose of this promotion is to motivate customers of Bankinter, S.A. (the recommender or current customer must be an employee of the Partner branch) to recommend the bank to their friends who are not customers, who then sign up for and activate a salary account, non-salary account, business account or youth salary account before the campaign ends.

The promotion is subject to the terms and conditions established in this document. Acceptance by the current customer is a prerequisite for participating in the promotion.

The promotion consists of:

1. A 50 euro cash deposit in the Bankinter account of every current customer who: (i) Gets a potential customer to become an actual customer of Bankinter, S.A. through a promotional code, by signing up for a salary account at Bankinter, S.A.; (ii) ensures that the contracts are signed before the end of the campaign.

Current customers can obtain a maximum of €250, that is, up to five non-customer friends who, using their promotional code, sign up for a new salary account or youth salary account.

2. Another 50 euro cash deposit in the Bankinter, S.A. account for each new customer who:

(i) opens a salary account with the code provided by a current customer and (ii) keeps the salary account active for at least one year once it has been opened.

The salary account will only be activated once the first deposit equal to or exceeding the declared salary amount is made. The new customer has three months from applying for a salary account to make their first deposit.

(iii) The remaining terms and conditions must also be met to keep the account active, in particular: pay at least three direct debits per quarter in the case of salary accounts; and the card linked to the salary account must be active in both accounts, which means it must be used to make payments at least three times per quarter.

To receive the campaign payment, new customers must use the promotional code from the existing customer at the time of registration and meet the other conditions described above. The €50 will be deposited one day after the salary account is activated under the set terms. This account must be active in accordance with the requirements for the salary account or for a minimum of 12 months, otherwise Bankinter will charge €50 for non-compliance with the consequent tax repercussions for the existing customer and the new customer opening the salary or BK salary account. If the terms and conditions agreed in this commercial campaign are not met and both the existing customer who extends the invitation and the new customer must return all or part of the sums already settled, their account will be debited for the gross amount they received\*

## 2. Communication

The promotion will be communicated through [www.bankinter.com](http://www.bankinter.com) in the customers' private area once they have registered with their username and password in the "Benefits" section, and/or by means of a communication for this purpose, so that they can access their personal area of the website within the section: "Benefits".

## 3. Territorial scope

This is a nationwide promotion.

## 4. Validity and conditions to be a participant

Only customers for whom the "Invite a friend" campaign appears in their private area can participate in this promotion.

\*Keep in mind that when you receive the payment from the commercial campaign, we will, as the payer of any monetary remuneration:

- I) Make a personal income tax withholding for the Tax Administration (19%);
- II) Credit the current account with the net amount after the withholding (81%).

The promotion will be valid until the end date of the campaign or until a maximum of 1,000 new customers is reached, subject to the following requirements:

- They must be individuals, of legal age and resident in Spain.
- They have no defaults with Bankinter or any of its subsidiaries or investees on the date of the promotion.
- They are not employees of any company belonging to the Bankinter Group, they have not signed a credit institution agent contract with Bankinter, S.A., and they are not Bankinter collaborators or employees of said agents or collaborators when these are legal entities.
- They must sign up for a new salary account (minimum €800 salary) with Bankinter, S.A. and keep it active for one year once the first salary payment is deposited.

- The existing customer must be an employee of the Partner branch to share in the profits derived from this campaign.

The offer cannot be combined with any other promotion and is only valid for customers who have not previously registered with Bankinter, S.A.

Accounts opened by new customers as a result of this promotion will be understood to be located at the same branch where the existing Bankinter customer holds their current account.

#### **5. Restrictions on the dissemination of the promotion**

The dissemination of the promotional code through online platforms, whether through social media or posts on the Internet, will not be valid. To do so would violate the integrity of the promotion and Bankinter's ability to offer exclusive benefits.

Its dissemination by these methods represents an inappropriate use of the Promotion, which is not authorised for third parties, rendering the promotional code invalid.

#### **6. Limitation of liability**

Bankinter, S.A. reserves the right to interrupt access to this promotion at any time, either temporarily or permanently, for reasons of security, restructuring or interruption of computer services, downtime of telephone lines or any other justified cause that it so advises, without any liability for Bankinter or the customers' or participants' right to compensation.

Bankinter, S.A. is not liable for damages or losses arising from participation in this promotion, nor for the lack of availability of the promotion due to operational or technical problems not attributable to the bank. Bankinter, S.A. will not be liable for possible damages or losses that may arise from interference, omissions, interruptions, computer viruses, telephone breakdowns or disconnections in the operational functioning of the system, resulting from causes beyond the bank's control; of delays or blockages in the use of the system caused by shortfalls or overloads of telephone lines or overloads in the bank's data processing centre, or in other electronic systems, provided they are attributable to causes beyond the control of Bankinter, S.A., as well as damages that may be caused by third parties through illegitimate interference in the chosen system, beyond the bank's control. The bank is exonerated from liability for any damage or harm that customers may suffer as a result of errors, defects or omissions in the information provided by the bank, provided that it originates from sources outside the bank, including any damages or losses that the winning participant may suffer as a result of accepting and using the assigned prize.

#### **7. Applicable law and jurisdiction**

Interpretation and compliance with the terms and conditions will be governed by Spanish law. The competent jurisdiction will be that of the Courts and Tribunals of Madrid, expressly waiving any other competent jurisdiction, except in the case of consumers, in which case the jurisdiction will be the one established by Law.

## 8. Taxes

Spanish tax legislation will be applicable to the competition prizes (including Law 35/2006 of 28 November, which approves personal income tax and partial modification of the corporation tax laws, on non-resident income and on wealth; Royal Decree No. 439/2007, of 30 March, which approves its regulations and subsequent amendments; Royal Legislative Decree 5/2004, of 5 March, which approves the revised text of the law on income tax for non-residents, as well as its regulatory development by Royal Decree 1776/2004, of July 30, which approves the regulation on non-resident income tax; Royal Decree No. 633/2015, of 10 July, which partially amends the personal income tax regulation, approved by Royal Decree 439/2007, of 30 March, and the regulation on the income tax of non-residents, approved by Royal Decree 1776/2004, of 30 July), without prejudice to any provisions of the International Treaties and Conventions that may be applicable.

Any tax derived from the prize for the winner will be paid by the winner under his/her sole responsibility, whatever the jurisdiction. The winners are required to comply with the tax obligations that are applicable in their jurisdiction of residence.

Consequently, by accepting these legal conditions, the winners are informed of all the kinds of tax consequences that may arise from obtaining the prize, without the organisation assuming any responsibility.

## 9. Data Protection Clause

**Data controller.** The data controller is Bankinter, S.A. ("Bankinter") with Tax ID number A28157360 and registered office at Paseo de la Castellana 29, 28046 Madrid.

Bankinter has appointed a Data Protection Officer, who can be contacted at the following e-mail address: [privacidad@bankinter.com](mailto:privacidad@bankinter.com).

### **Purposes for the processing of your data:**

Your data will be processed for the following purposes:

1. To comply with legal obligations
2. To comply with the terms and conditions of this promotion

**Recipient of the data.** We will only disclose your data to third parties if there is a legal obligation to do so.

**What are my rights in relation to the processing of my data?** You may exercise your rights of access, rectification, erasure, objection, restriction of processing and data portability in the circumstances and under the scope established by the applicable legislation currently in force. To exercise your rights, please contact us by writing to the following address: Bankinter, S.A. Operations - Data Protection. Calle Pico San Pedro 1, Tres Cantos, 28760 Madrid, enclosing a copy of your national ID or any other identifying document.

You also have the right to lodge a claim with the Spanish Data Protection Agency.

**Further information.** You can view more information on Bankinter's processing of personal data on our website

[[www.bankinter.com/banca/nav/seguridad-privacidad](http://www.bankinter.com/banca/nav/seguridad-privacidad)]