

**ANZ'S 'EARN UP TO 300,000 QANTAS
POINTS' PROMOTION
TERMS AND CONDITIONS**

APPLY BETWEEN 07/10/2021-24/12/2021,
DRAWDOWN BY 31/03/2022



TERMS AND CONDITIONS

INTRODUCTION

1. The promoter of ANZ's 'Earn up to 300,000 Qantas Points' is Australia and New Zealand Banking Group Limited ABN 11 005 357 522 of Level 9, 833 Collins Street, Docklands, Victoria, 3008 (ANZ).
2. ANZ offers Eligible Applicants up to 300,000 Qantas Points in total, to be credited to the Eligible Applicant's Qantas Frequent Flyer Membership Number in three instalments following each Qantas Points Credit Date, subject to the terms and conditions of the Offer.
3. Eligible Applicants agree to be bound by these terms and conditions by applying for an Eligible ANZ Home Loan.

DEFINITIONS

4. In these terms and conditions:
 - a) **ANZ** means Australia and New Zealand Banking Group Limited ABN 11 005 357 522 and its related bodies corporate or any of its agents or contractors from time to time;
 - b) **Applicant** means the individual named as Sole Owner, Co-Owner First or Co-Owner Other in respect to the Eligible ANZ Home Loan Application(s) but excluding Power of Attorney, Third Party Signatories and Guarantors;
 - c) **Apply** means you as an individual have enquired via ANZ, an ANZ Mobile Lender or an ANZ Accredited Broker and a subsequent Home Loan Application Number(s) has been created on ANZ systems in your name;
 - d) **Apply Date** means the date in respect to the Home Loan Application Number(s) open or start date on ANZ systems;
 - e) **Drawdown Date** means the date when the funds are dispersed from an Eligible ANZ Home Loan;
 - f) **Drawdown Qantas Points Credit Date** means the Drawdown Date;
 - g) **Eligible Applicant** means an Applicant who received a direct communication from ANZ regarding and inviting them to participate in the Offer;
 - h) **Eligible ANZ Home Loan** means an:
 1. ANZ Standard Variable Rate Home Loan
 2. ANZ Fixed Rate Home Loan
 3. ANZ Simplicity PLUS Home Loan
 4. ANZ Standard Variable Rate Residential Investment Loan
 5. ANZ Fixed Rate Residential Investment Loan
 6. ANZ Simplicity PLUS Residential Investment Loan
 7. ANZ Standard Variable Rate Residential Land Loan
 8. ANZ Standard Variable Rate Residential Investment Land Loan
 9. ANZ Interest-in-Advance Residential Investment Loan;
 - i) **Eligible ANZ Home Loan Application** means an application for an Eligible ANZ Home Loan;
 - j) **Eligible Loan Purpose** means an Eligible ANZ Home Loan for:
 1. Refinancing to ANZ of an existing home loan from another financial institution which is not related to ANZ; or
 2. Purchasing a Property;
 - k) **First Anniversary Qantas Points Credit Date** means the date that is the one-year anniversary of the Drawdown Date;
 - l) **Home Loan Application Number** means the application number provided by ANZ in respect of your application for an Eligible ANZ Home Loan;
 - m) **Ineligible ANZ Home Loan** means an:
 1. ANZ Equity Manager
 2. ANZ Equity Manager in a Company Name
 3. ANZ Standard Variable Rate Home Loan in a Company Name
 4. ANZ Fixed Rate Home Loan in a Company Name

5. ANZ Standard Variable Rate Residential Investment Loan in a Company Name
 6. ANZ Fixed Rate Residential Investment Loan in a Company Name
 7. ANZ Standard Variable Rate Residential Land Loan in a Company Name
 8. ANZ Standard Variable Rate Residential Investment Land Loan in a Company Name
 9. ANZ Interest-in-Advance Residential Investment Loan in a Company Name
 10. ANZ Standard Variable Rate Home Loan structured as a construction loan
 11. ANZ Simplicity PLUS Home Loan structured as a construction loan
 12. ANZ Personal Loans
 13. ANZ Business and Commercial Loans
 14. Short term loan arrangements, which includes, for the avoidance of doubt, bridging finance
 15. Other line of credit products
 16. Other products not listed as an Eligible ANZ Home Loan;
- n) **Loan to Value Ratio (LVR)** means the amount of your loan compared to ANZ's assessed value of the property offered to secure your loan expressed as a percentage;
- o) **New to ANZ Lending** means the amount of new credit offered by ANZ and may include multiple new home loans with ANZ so long as:
1. All included home loans meet the Eligible Loan Purpose;
 2. All included home loans are an Eligible ANZ Home Loan with an LVR less than or equal to 80.00% (as determined by ANZ);
 3. The relevant Eligible Applicant on all included Eligible ANZ Home Loan Applications is the same;
 4. The included home loans are drawn down by the Drawdown Date;
- p) **Offer** means this 'Earn up to 300,000 Qantas Points' home loan promotion;
- q) **Offer Maximum and Exclusions** means the offer maximum and exclusions set out in clause 19.
- r) **Qantas** means Qantas Airways Limited ABN 16 009 661 901 and its related bodies corporate or any of its agents or contractors from time to time;
- s) **Qantas Member** means a member of the Qantas Frequent Flyer Program;
- t) **Qantas Frequent Flyer Membership Number** means the membership number for the Qantas Frequent Flyer Program allocated to the Qantas Member;
- u) **Qantas Points** means points awarded to Qantas Members pursuant to the Qantas Frequent Flyer Terms and Conditions;
- v) **Qantas Points Credit Date** means the Drawdown Qantas Points Credit Date, the First Anniversary Qantas Points Credit Date and the Second Anniversary Qantas Points Credit Date;
- w) **Qantas Frequent Flyer Program** means the program operated by, or on behalf of, Qantas which is governed by the Qantas Frequent Flyer Terms and Conditions;
- x) **Qantas Frequent Flyer Terms and Conditions** means the terms and conditions of the Qantas Frequent Flyer Program (as varied or amended from time to time), which can be found at www.qantas.com/terms; and
- y) **Second Anniversary Qantas Points Credit Date** means the date that is the two-year anniversary of the Drawdown Date.

ELIGIBILITY

5. You are eligible to participate in this Offer if:
 - a) You Apply with an Apply Date between 7 October 2021 and 24 December 2021;
 - b) You are an Eligible Applicant in respect to the Eligible ANZ Home Loan Application(s);
 - c) You have not exceeded the Offer Maximum and Exclusions;
 - d) Your Eligible ANZ Home Loan Application(s) to ANZ relates to the Eligible Loan Purpose;
 - e) Your Eligible ANZ Home Loan Application(s) to ANZ are for New to ANZ Lending of \$300,000 or more;

- f) Your Loan to Value Ratio (LVR) for each Eligible ANZ Home Loan Application is less than or equal to 80.00% (as determined by ANZ);
- g) You drawdown the Eligible ANZ Home Loan(s) you applied and were approved for by 31 March 2022 and the amount you drawdown is New to ANZ Lending of \$300,000 or more;
- h) If the application(s) to ANZ relates to one or more Eligible ANZ Home Loan and one or more Ineligible ANZ Home Loan, the amount of new credit for the Ineligible ANZ Home Loan is excluded as New to ANZ Lending for the purposes of this Offer;
- i) If the application(s) to ANZ relates to one or more Eligible ANZ Home Loan, any Eligible ANZ Home Loan with an LVR greater than 80.00% (as determined by ANZ) will be excluded as New to ANZ Lending for the purposes of this Offer;
- j) At the time you Apply for an Eligible ANZ Home Loan you confirm your Qantas Frequent Flyer Membership Number, and you are, and continue to be, a Qantas Member with the same Qantas Frequent Flyer Membership Number at each Qantas Points Credit Date, unless otherwise notified to ANZ by Qantas; and
- k) You have not previously participated in this Offer.

CREDITING QANTAS POINTS

6. If at each Qantas Points Credit Date you meet the eligibility criteria set out in these terms and conditions, including for the avoidance of doubt the criteria set out in clause 8, within 90 days of each Qantas Points Credit Date (subject to outages and unforeseen connectivity issues), the number of Qantas Points listed below will be credited to your Qantas Frequent Flyer Membership Number:
 - a) in respect of the Drawdown Qantas Points Credit Date – 200,000 Qantas Points;
 - b) in respect of the First Anniversary Qantas Points Credit Date - 50,000 Qantas Points; and
 - c) in respect of the Second Anniversary Qantas Points Credit Date – 50,000 Qantas Points.
7. The Offer may only be taken up by one Eligible Applicant under an Eligible ANZ Home Loan Application (or a number of Eligible ANZ Home Loan Applications where they are combined to meet the New to ANZ Lending requirement). A maximum of 300,000 Qantas Points is offered to one of the Eligible Applicant(s) under the Offer (regardless of the number of Eligible ANZ Home Loan applications for that person) and, if credited, will be credited to the Eligible Applicant's Qantas Frequent Flyer Membership Number. Where an Eligible ANZ Home Loan Application has more than one Eligible Applicant, the Qantas Points will only be credited to the Eligible Applicant nominated to receive the points at the time you Apply, or, if an Eligible Applicant is not nominated at the time you Apply, the Qantas Points will be credited to the Eligible Applicant listed as Co-Owner First in the Eligible ANZ Home Loan Application form (unless otherwise agreed with ANZ in writing in advance of the Drawdown Date).
8. Unless ANZ otherwise agrees in writing, any entitlement to have Qantas Points credited to a Qantas Frequent Flyer Membership Number under the Offer in respect of an Eligible ANZ Home Loan Application will cease with immediate effect if, as at the relevant Qantas Points Credit Date, any of the following occur or apply:
 - a) The Eligible Applicant ceases to hold an Eligible ANZ Home Loan(s) with an outstanding balance of:
 - i. \$300,000 or more as at the Drawdown Qantas Points Credit Date; or
 - ii. \$1 or more as at the First Anniversary Qantas Points Credit Date or Second Anniversary Qantas Points Credit Date (as applicable).
 - b) The Eligible Applicant to be credited the Qantas Points ceases to be a Qantas Member.
 - c) The Eligible Applicant to be credited the Qantas Points is deceased.
 - d) Any amount due and payable or repayable under the Eligible ANZ Home Loan(s) is unpaid and the amount remains unpaid.

EARNING AND CREDITING QANTAS POINTS

9. Qantas Points, including the allocation and administration of Qantas Points, are governed by, and subject to, the Qantas Frequent Flyer Terms and Conditions.
10. Qantas Points are not transferable, other than in accordance with the Qantas Frequent Flyer Terms and Conditions.
11. Qantas Points credited in connection with the Offer to a Qantas Member can be viewed by that member by logging in to their Qantas account on www.qantas.com/frequentflyer.

12. Requests for missing Qantas Points in relation to the Offer should be made to ANZ by calling 1800 100 641 within 12 months of the relevant Qantas Point Credit Date in respect of those points. Requests will be investigated and ANZ will determine any entitlement to receive missing points. ANZ's decision is final and no correspondence will be entered into.
13. Qantas Points are not redeemable for cash.

PRIVACY

14. ANZ and Qantas may collect and use personal information about you in connection with the Offer and for related purposes, including the administration, provision or performance of services, product development relating to the Qantas Frequent Flyer Program and these terms and conditions, and for promotion and marketing (whether targeted, direct or indirect) of Qantas and ANZ products and services to you. A copy of ANZ's privacy policy is available from <https://www.anz.com.au/privacy/centre/policy/>, and a copy of Qantas' privacy policy is available from <https://www.qantas.com/au/en/support/privacy-andsecurity.html>.
15. ANZ and Qantas will need to share your personal information to administer the Offer and for the other purposes described in these terms and conditions.
16. By participating in the Offer and applying for an Eligible ANZ Home Loan, you consent to the above collection, handling and disclosure of personal information, by ANZ and Qantas (including by their respective employees), and authorise them to seek access to, use and disclose that information between themselves or their agents for the above purposes.

NO REPRESENTATIONS OR WARRANTIES

17. Except as required by law, ANZ makes no representations or warranties with respect to this Offer or any benefits or entitlements under the Offer, including with respect to Qantas Points or the Qantas Frequent Flyer Program.

TAXES AND DUTIES

18. You acknowledge and agree that you are solely responsible for any taxation liability you may incur in relation to your participation in the Offer or your Eligible ANZ Home Loan, and any associated taxation implications.

OFFER MAXIMUM AND EXCLUSIONS

19. Without limiting any other provision of these terms and conditions:
 - a) This Offer is not available in connection with, or in addition to, any other ANZ home loan offer, promotion, rebate or benefit (including an offer of Qantas Points).
 - b) This Offer can only be redeemed by an Eligible Applicant once regardless of the number or aggregate amount of Eligible ANZ Home Loan Application(s) the Eligible Applicant(s) may have (for example, if you have Eligible ANZ Home Loans for \$700,000 in aggregate, you are still only eligible to participate in this Offer once to a maximum of 300,000 Qantas Points).
 - c) If any of the Eligible Applicant(s) have redeemed an ANZ home loan offer or promotion, or received a rebate or benefit, within the 12 months prior to the date they Apply for an Eligible ANZ Home Loan, the Eligible Applicant(s) will be ineligible to participate in this Offer.

VARIATION AND TERMINATION

20. ANZ may vary, terminate or withdraw this Offer at any time without prior notice if:
 - a) ANZ's agreement with Qantas in relation to Qantas Points under the Offer is terminated or amended; or
 - b) you have not yet applied for an Eligible ANZ Home Loan.
21. ANZ may cancel, suspend, or amend the record of a Qantas Member's Qantas Points if it has reasonable grounds to believe that a person's conduct or dealings with respect to an Eligible ANZ Home Loan, the Offer or any other dealings with ANZ may be fraudulent or otherwise illegal.
22. If you are not satisfied with any variation ANZ makes to the Offer, you can terminate your participation at any time by providing notice to ANZ.

OTHER MATTERS

23. ANZ reserves the right:

- a) to require you to provide proof to ANZ's or Qantas' reasonable satisfaction that you are a Qantas Member who is eligible to be credited Qantas Points under the Offer; and
- b) to disqualify any person who participates in the Offer but does not comply with these terms and conditions or who tampers with the Offer process.

24. Failure by ANZ to enforce any of its rights at any stage does not constitute a waiver of those rights. Errors and omissions will be accepted at ANZ's reasonable discretion.

25. All applications for credit, including for Eligible ANZ Home Loans, are subject to ANZ's credit approval criteria. Terms and conditions, fees and charges, and other eligibility criteria apply.

26. These terms and conditions are:

- a) separate to the terms and conditions of each applicable Eligible ANZ Home Loan; and
- b) do not form part of the credit contract for any of your Eligible ANZ Home Loans.

To the extent of any inconsistency between these terms and conditions and the terms and conditions of your Eligible ANZ Home Loan, the terms and conditions of your Eligible ANZ Home Loan prevail.

