

# ANZ'S HOME LOAN SWITCHING CASHBACK OFFER

## TERMS AND CONDITIONS

### INTRODUCTION

ANZ offers a payment of between \$1,200 and \$3,500 to a Primary Applicant for an Eligible ANZ Home Loan which is an existing loan refinanced from another financial institution to ANZ, subject to the terms and conditions of this Offer.

### DEFINITIONS

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) **Cashback Amount** means the amount determined in accordance with this table:

If the amount of credit offered by ANZ under the Eligible ANZ Home Loan is...	then the Cashback Amount is...
at least \$150,000 but less than \$250,000	\$1,200
at least \$250,000 but less than \$700,000	\$2,500
\$700,000 or more	\$3,500

- (c) **Eligible ANZ Account** means an ANZ savings or transaction account (including home loan offset account) in the name of the Primary Applicant (including as co-owner) which is nominated by the Primary Applicant at the time of making the application for the Eligible ANZ Home Loan to which the Cashback Amount relates (or, if no such account is nominated, to any such ANZ account in the name of the Primary Applicant (including as co-owner) as nominated by ANZ in its sole discretion);
- (d) **Eligible ANZ Home Loan** means an:
  - (1) ANZ Standard Variable Rate Loan;
  - (2) ANZ Fixed Rate Loan;
  - (3) ANZ Simplicity PLUS Loan;
  - (4) ANZ loan product which permits a borrower to draw down credit progressively for the purchase and/or construction of a property or a home; or
  - (5) ANZ bridging loan;

for which each borrower is an individual or a company, but excluding any other ANZ loan product, such as an ANZ Equity Manager home loan or other line of credit product.

If an application for an ANZ loan is structured so that more than one Eligible ANZ Home Loan is drawn down in respect of that application (e.g.

a fixed component and a variable component resulting from the same loan application, or an owner-occupied component and an investment component resulting from the same loan application), those multiple loans will together constitute one Eligible ANZ Home Loan for the purposes of this Offer;

- (e) **Offer** means this 'ANZ Home Loan Switching Cashback' offer; and
- (f) **Primary Applicant** means, in respect of an Eligible ANZ Home Loan, the individual or company named as Applicant 1 (or, if there is no such designation, the individual or company named first as between all applicants) in the application submitted to ANZ for that loan.

### ELIGIBILITY

You are eligible to participate in this Offer if:

- (a) you are the Primary Applicant and are:
  - (1) an Australian citizen or permanent resident of Australia who is aged 18 years or above; or
  - (2) a company duly registered pursuant to the laws of Australia and which has a registered office in Australia and an Australian company number;
- (b) you submit an application to ANZ (as the Primary Applicant) for an Eligible ANZ Home Loan of at least \$150,000 between 28 October 2019 and 31 January 2020;
- (c) the application for that Eligible ANZ Home Loan relates to the refinancing to ANZ of an existing home loan from another financial institution which is not related to ANZ (but which, to avoid doubt, may include a component of additional lending by ANZ which is not refinanced from another financial institution);
- (d) you are approved for, and offered, that Eligible ANZ Home Loan between 28 October 2019 and 30 April 2020; and
- (e) you draw down that Eligible ANZ Home Loan by 30 April 2020.

### OFFER MAXIMUM AND EXCLUSIONS

The maximum number of Cashback Amounts which may be paid to, or at the direction or for the benefit of, a Primary Applicant during any 12 month period is one, regardless of the number of Eligible ANZ Home Loans the Primary Applicant may have. For this purpose, a 'Cashback Amount' includes any payment made to, or for the benefit of, the Primary Applicant (whether alone or with others)

under any rebate, cashback, refinancing or switching offer for home loans by ANZ (including a payment for, or reimbursement of, refinancing or conveyancing fees).

This Offer is not available:

1. in connection with an existing ANZ home loan product (e.g. a restructuring of an existing loan with ANZ), except to the extent relating to additional lending by ANZ which is described in paragraph (c) above under the heading 'Eligibility'; or
2. in connection with, or in addition to, any other ANZ home loan offer, promotion, rebate or benefit (including an offer of frequent flyer points).

### PAYMENT OF CASHBACK AMOUNT

If you meet the eligibility criteria set out in these terms and conditions, the applicable Cashback Amount in respect of an Eligible ANZ Home Loan will be paid to the Primary Applicant's Eligible ANZ Account within 60 days of the date on which that Eligible ANZ Home Loan is drawn down.

If a Primary Applicant does not have an Eligible ANZ Account but wishes to receive a Cashback Amount in respect of their Eligible ANZ Home Loan, the Primary Applicant will need to open an Eligible ANZ Account by no later than 45 days after the date on which that Eligible ANZ Home Loan is drawn down. Eligibility requirements, terms, conditions, fees and charges apply to Eligible ANZ Accounts: for more details, refer to <https://www.anz.com.au/personal/bank-accounts/>.

You should keep in mind that some ANZ accounts may offer bonus rates of interest or other benefits if the account holder meets certain eligibility requirements, such as not withdrawing any funds from the account during a specified period. Please check and consider those requirements when deciding in which Eligible ANZ Account to deposit any Cashback Amount you may receive.

If a Primary Applicant:

- (a) does not have an Eligible ANZ Account; and
- (b) does not nominate an Eligible ANZ Account to ANZ on or before the date which is 45 days after the date on which that Eligible ANZ Home Loan is drawn down;

then ANZ has no obligation to pay a Cashback Amount to the Primary Applicant in respect of the Eligible ANZ Home Loan.

### NO REPRESENTATION OR WARRANTIES

Except as required by law, ANZ makes no representations or warranties with respect to this Offer or any benefits or entitlements under this Offer.

### TAXES AND DUTIES

You acknowledge and agree that you are solely responsible for any taxation liability you may incur in relation to your

participation in this Offer or your Eligible ANZ Home Loan, and any associated taxation implications. If you have any questions about the tax treatment of the Cashback Amount, we recommend that you discuss them with a registered tax agent or the Australian Taxation Office (ATO).

### VARIATION AND TERMINATION

ANZ may vary these terms and conditions from time to time, including by:

- (a) adding, withdrawing or substituting any benefits available to you under this Offer;
- (b) changing the Cashback Amount;
- (c) changing the eligibility criteria or requirements that must be met to receive the Cashback Amount; or
- (d) changing the duration of this Offer or the period of time in relation to which the Cashback Amount will be paid.

ANZ may also terminate or withdraw this Offer at any time without prior notice.

Despite anything to the contrary in these terms and conditions, ANZ is not obliged to pay a Cashback Amount if it has reasonable grounds to believe that a person's conduct or dealings with respect to an Eligible ANZ Home Loan, this Offer or any other dealings with ANZ, may be fraudulent or otherwise illegal.

If you are not satisfied with any change or variation ANZ makes to this Offer, you can terminate your participation at any time by providing notice to ANZ.

### OTHER MATTERS

ANZ reserves the right to disqualify you if you participate in this Offer and:

- (a) do not comply with these terms and conditions; or
- (b) tamper with the Offer process.

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 discretion.

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.

These terms and conditions are:

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

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.