

ANZ'S 'WIN UP TO \$500,000 OFF YOUR HOME LOAN' DRAW FOR EXISTING ANZ HOME LOANS

TERMS AND CONDITIONS

1. The promoter of ANZ's 'Win Up To \$500,000 Off Your Home Loan' Draw for existing ANZ home loans (**Draw**) is Australia and New Zealand Banking Group Limited ABN 11 005 357 522 of Level 9, 833 Collins Street, Docklands, Victoria, 3008 (**ANZ**).
2. Information on how to enter the Draw and the prizes under the Draw form part of these terms and conditions of entry. By participating in the Draw (including by accepting a Prize), a person is taken to have accepted, and to have agreed to be bound by, these terms and conditions.
3. The Promotion commences at 12:01 am (AEST) on 24 June 2019 and closes at 11:59 pm (AEST) on 30 June 2019 (**Promotional Period**).
4. Entry in the Draw is open to individuals who:
 - (a) are Australian citizens or permanent residents of Australia;
 - (b) are individuals aged 18 years or above; and
 - (c) are not:
 - (1) an employee or contractor (or a member of the immediate family of such an individual) of ANZ or an entity associated with the Draw, or a subsidiary or related entity of ANZ or an entity associated with the Draw at any time between 30 June 2019 and the date of the draw of the Prize winners under the Draw;
 - (2) a director or former director of ANZ or a subsidiary or related entity of ANZ; or
 - (3) a former employee of ANZ or a subsidiary or related entity of ANZ who held a role classified by ANZ as senior executive and/or group 1 status.

A person's immediate family member is the person's spouse, de facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, brother, sister, step-brother or step-sister.

5. ANZ reserves the right at any time:
 - (a) to require each such participant (**Eligible Entrant**) to provide proof to ANZ's reasonable satisfaction that the participant is an Eligible Entrant; and
 - (b) to disqualify any Eligible Entrant who participates in this Draw but does not comply with these terms and conditions, who tampers with the entry or draw process, or who acts in relation to this Draw or an Eligible ANZ Home Loan in a way which ANZ reasonably believes is fraudulent, misleading or deceptive.

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.

6. To enter the Draw, an Eligible Entrant must be recorded in ANZ's records as at 11:59pm (AEST) on 30 June 2019 as a borrower under an Eligible ANZ Home Loan.

An **Eligible ANZ Home Loan** is an ANZ Standard Variable Rate Loan, ANZ Fixed Rate Loan or ANZ Simplicity PLUS Loan which is secured by a mortgage or other security granted in favour of ANZ over a residential investment or owner occupied property and which loan is in the name of at least one individual borrower, excluding the following:

- (a) An ANZ loan product which permits a borrower to draw down credit progressively for the purchase and/or construction of a property or a home, and which has not been fully drawn down (or which is not treated by ANZ as having been fully drawn down) as at 30 June 2019.
 - (b) An ANZ Equity Manager home loan or other ANZ line of credit product.
 - (c) An ANZ loan product for which at least one of the borrowers is a company, partnership, trustee (including an individual acting in a trustee capacity), body corporate or other non-individual entity.
7. An Eligible Entrant who enters the Draw will receive a maximum of one entry in the Draw (regardless of how many Eligible ANZ Home Loans in the name of the Eligible Entrant, whether individually or with others). If there is more than one Eligible Entrant who is a borrower under an Eligible ANZ Home Loan, each such Eligible Entrant will receive one entry.
8. There will be seven (7) draws and seven (7) different winners. Draws will be made from Eligible Entrants with an address (as recorded in ANZ's records as the Eligible Entrant's mailing address) in New South Wales (Draw 1), Victoria (Draw 2), Queensland (Draw 3), Western Australia (Draw 4), South Australia (Draw 5), Tasmania (Draw 6), and the Northern Territory and the Australian Capital Territory (Draw 7). The first Eligible Entrant drawn electronically from all relevant entries received in the applicable Draw will be the winner of that draw, and who will receive a prize (**Prize**). However, once an Eligible Entrant has been drawn as a winner, any subsequent draw of that Eligible Entrant as a winner will be deemed invalid and a replacement draw undertaken (to ensure an Eligible Entrant only receives a maximum of one Prize).

9. For each winner, the Prize is a reduction in the outstanding balance of any ANZ Eligible Home Loan(s) held in the name of that winner (whether individually or with others) of an aggregate amount not exceeding \$500,000. Unless otherwise agreed in writing by ANZ, a Prize will first be applied by ANZ to any ANZ Eligible Home Loan(s) held in the name of that winner (whether individually or with others) to pay any amount which is in arrears or otherwise due and payable to ANZ under the loan(s) (at ANZ's discretion) and, if there is a dispute in relation to any such loan(s) at the time the Prize is to be applied, ANZ reserves the right to withhold some or all of the Prize until that dispute has been finally resolved. If some or all of the Prize then remains unapplied (**Unapplied Prize**) and:
- (a) a winner holds more than one such loan, ANZ will permit the winner to nominate how the Unapplied Prize is to be applied across which loans and in which amounts (subject to the terms and conditions of the relevant ANZ home loan products); or
 - (b) the outstanding balance of those loans totals less than the Unapplied Prize, the winner will not be entitled to any part of the Unapplied Prize not used to reduce the outstanding balances of those loans (whether in cash or otherwise). In consequence, the value of a Prize received by a winner may be less than \$500,000.

A winner is not permitted to apply or take a Prize in a way which results in (or is designed to result in) the customer having a credit balance which may be transferred or redeemed for cash or ANZ otherwise being liable to pay an amount to that winner (or any other person). Further, any Prize amount applied to an ANZ Eligible Home Loan will not be available to any person as redraw or offset.

10. The maximum number of Prizes an Eligible Entrant may win under the Draw is one, and the total maximum value of the Prize an Eligible Entrant may win under a Draw is \$500,000 (including any applicable GST).
11. The total maximum value of all Prizes in this Promotion is \$3,500,000 (including any applicable GST).
12. The seven draws will take place at 2:00pm (AEST) on 22 July 2019 (**Draw Date**) at Mike Da Silva & Associates (Aust) Pty Ltd (ABN 50 003 894 022) (**MDSA**), Level 17, 40 Mount Street, North Sydney, New South Wales, 2060.
13. The first Eligible Entry drawn in each draw will be a Prize winner. Each Prize winner will be notified in writing by email (using the contact details for the Eligible Entrant in ANZ's records) within 2 business days of the Draw Date, and their name, town/suburb and state/territory will be published in *The Australian* newspaper on 29 July 2019. The Promoter is entitled to draw additional entries in the case of ineligibility.
14. The Promoter's decision is final and no correspondence will be entered into. Each Prize is not exchangeable or transferable and is not redeemable for cash.
15. An Eligible Entrant is:
- (a) solely responsible for the payment or repayment of any principal, interest and costs under any ANZ Eligible Home Loan they acquire in connection with the Draw; and
 - (b) an Eligible Entrant is liable for any taxation consequences of winning a Prize in the Draw, and should obtain their own independent advice about such consequences.
16. ANZ reserves the right to redraw the winner of a Prize in the event a Prize winner is unable to satisfy these terms and conditions, or forfeits or does not claim a Prize.
17. If any Prize remains unclaimed or forfeited (through ineligibility or otherwise) as at 5.00 pm (AEST) on 22 October 2019, a further draw for a winner of that Prize will be conducted on 4 November 2019 at the same time and place as the original draw (subject to any applicable law). The winner of that Prize will be notified in writing (using the contact details for the Eligible Entrant in ANZ's records), and their name, town/suburb and state/territory will be published in *The Australian* newspaper on 11 November 2019.
18. Entry details created for the Draw will be used solely for the purposes of this Draw and will then be destroyed.
19. ANZ will collect personal information in order to conduct the Draw and may, for this purpose, disclose such information to third parties, including but not limited to agents and contractors. A copy of ANZ's privacy policy is available from <https://www.anz.com.au/privacy/centre/policy/>.
20. ANZ is not liable for any loss or damage which is suffered (including indirect or consequential loss), or for personal injury suffered or sustained, as a result of participating in this Draw or taking any Prize, or for any loss or damage resulting from incorrect information provided by Eligible Entrants, except for any liability that cannot be excluded by law.
21. ANZ reserves the right to vary the rules of the Draw or any Prizes offered or cancel the Draw (or any aspect of the Draw) if it is no longer able to run the competition due to reasons beyond its control (subject to any applicable law). ANZ will not be liable for any losses to any person arising from any variation or cancellation, and will not offer or pay any compensation.
22. Unless ANZ otherwise agrees in writing in its sole discretion, each winner of a Prize is not eligible to enter or win any other competition, promotion or offer by ANZ involving a reduction of a customer's home loan liability to ANZ, including any similar promotion to this Draw.
23. Authorised under NSW LTPS/19/35326, ACT TP19/03539 & SA Licence No. T19/933.