

ANZ HOME LOANS 300,000 QANTAS POINTS PROMOTION TERMS AND CONDITIONS

APPLY BETWEEN 10/06/2022 - 19/08/2022
DRAWDOWN BY 31/01/2023

INTRODUCTION

1. The promoter of 'ANZ Home Loans 300,000 Qantas Points' Promotion is Australia and New Zealand Banking Group Limited ABN 11 005 357 522 of Level 9, 833 Collins Street, Docklands, Victoria, 3008 (ANZ) Australian Credit Licence Number 234527.
2. ANZ offers a maximum of 300,000 Qantas Points to be credited to a Qantas Member who is the first eligible Applicant nominated in a Claim Form to apply in respect of an Eligible ANZ Home Loan Application, subject to the terms and conditions of the Offer.
3. 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 an individual named as Sole Owner, Co-Owner First or Co-Owner Other in respect to the Eligible 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, and 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 earliest date in respect to the relevant Home Loan Application Number(s) open or start date on ANZ systems;
 - e) **Claim Form** means the Claim Form issued by ANZ for the Offer;
 - f) **Co-Applicant** means an Applicant in respect to the Eligible Home Loan Application(s) where there is more than one Applicant;
 - g) **Drawdown Date** means the date when the funds are dispersed from the Eligible ANZ Home Loan;
 - h) **Eligible Application** means the Home Loan Application Number(s) that meet all the Eligibility Criteria as per the Eligibility section;
 - i) **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 Interest-in-Advance Residential Investment Loan;
 - j) **Eligible Loan Purpose** means for:
 1. Refinancing to ANZ of an existing home loan from another financial institution which is not related to ANZ; or
 2. Purchasing a residential property;
 - k) **Home Loan Application Number** means the application number provided by ANZ in respect of your application for an Eligible ANZ Home Loan
 - l) **Ineligible Home Loan** means an:
 1. ANZ Standard Variable Rate Residential Land Loan
 2. ANZ Standard Variable Rate Residential Investment Land Loan
 3. ANZ Standard Variable Rate Home Loan structured as a construction loan
 4. ANZ Simplicity PLUS Home Loan structured as a construction loan
 5. ANZ Standard Variable Rate Home Loan in a Company Name
 6. ANZ Fixed Rate Home Loan in a Company Name
 7. ANZ Standard Variable Rate Residential Investment Loan in a Company Name

8. ANZ Fixed Rate Residential Investment Loan in a Company Name
 9. ANZ Standard Variable Rate Residential Land Loan in a Company Name
 10. ANZ Standard Variable Rate Residential Investment Land Loan in a Company Name
 11. ANZ Interest-in-Advance Residential Investment Loan in a Company Name
 12. ANZ Personal Loans
 13. ANZ Business and Commercial Loans
 14. Short term loan arrangements, which includes, for avoidance of doubt, bridging finance
 15. Other line of credit products
 16. Other products not listed as an Eligible Home Loan
 17. Additional lending under an existing ANZ home loan
 18. Restructure of an existing ANZ home loan
 19. Any loan to the extent that it is drawn down after 31/01/2023
- m) **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.
- n) **New to ANZ Lending** means the amount of new credit offered by ANZ and drawn down by the Applicant and may include multiple new Eligible ANZ Home Loans so long as:
1. At least one of the home loan applications meet the Eligible Loan Purpose;
 2. All included home loans are an Eligible ANZ Home Loan with an LVR 80.00% or less (as determined by ANZ);
 3. All included home loans are applied for by 19/08/2022;
 4. The relevant Applicant on all included home loan applications is the same; and
 5. The included home loans are drawn down by 31/01/2023;
- o) **Offer** means this ANZ's 'ANZ Home Loans 300,000 Qantas Points' promotion;
- p) **Offer Period** means the period of time that the Offer is available;
- q) **Offer Maximum and Exclusions** includes those set out in section 22 and any other exclusions set out in these terms and conditions;
- 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 Frequent Flyer 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 Frequent Flyer Member;
- u) **Qantas Points** means points awarded to Qantas Frequent Flyer Members pursuant to the Qantas Terms and Conditions;
- v) **Qantas Frequent Flyer Program** means the program known as the Qantas Frequent Flyer program and operated by, or on behalf of, Qantas which is governed by the Qantas Terms and Conditions; and
- w) **Qantas 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.

ELIGIBILITY

5. You are eligible to participate in this Offer only if you satisfy all of the following conditions:
 - a) You Apply with an Apply Date between 10/06/2022 and 19/08/2022;
 - b) You are an Applicant in respect to the application(s);
 - c) You have complied with these terms and conditions and have not exceeded the Offer Maximum and Exclusions;
 - d) Your application(s) to ANZ is for an Eligible Loan Purpose;
 - e) Your application(s) to ANZ relates to one or more Eligible ANZ Home Loan(s) with New to ANZ Lending of \$300,000 or more;

- f) Your Loan to Value Ratio (LVR) is 80.00% or less (as determined by ANZ);
- g) You drawdown the Eligible ANZ Home Loan(s) with New to ANZ Lending of \$300,000 or more by 31/01/2023;
- 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 lending amount for the Ineligible Home Loan is excluded from the amount of 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 Loans, any Eligible ANZ Home Loan with an LVR of 80.01% or more (as determined by ANZ) will be excluded as New to ANZ Lending for the purposes of this Offer;
- j) You provide a valid email address and/or mobile phone number and duly completed Claim Form by no later than 60 days after drawdown to ANZ in respect of your Eligible ANZ Home Loan;
- k) In your Claim Form you nominate your Qantas Frequent Flyer Membership Number to receive Qantas Points under the Offer, and you are, and continue to be, a Qantas Frequent Flyer Member under the same name as is specified in your approved loan application;
- l) If you are not a Qantas Frequent Flyer Member but wish to receive Qantas Points under the Offer, you must join the Qantas Frequent Flyer Program before submitting your Claim Form. You can join the Qantas Frequent Flyer Program (or update your details) using the link set out in the Claim Form. Qantas will waive the Qantas Frequent Flyer Program joining fee for any person who joins the program in connection with the Offer; and
- m) You have not, and any Co-Applicant on a loan with you has not, previously successfully applied to participate in this Offer.

CLAIM FOR QANTAS POINTS

6. Following the draw down of the Eligible ANZ Home Loan(s) with \$300,000 or more of New to ANZ Lending, provided the loan(s) are drawn down by 31/01/2023 and subject to satisfying any other eligibility criteria set out in these terms and conditions, ANZ will send a Claim Form with a unique claim code in respect of an Eligible ANZ Home Loan by email to the email address(es) for the Applicant(s) provided to ANZ as part of the application for that loan.
7. To claim the 300,000 Qantas Points offered in respect of that Eligible ANZ Home Loan once it has been drawn down, the claimant must:
 - a) fully and accurately complete the Claim Form which is sent or otherwise made available, in accordance with any instructions set out in that form;
 - b) lodge the completed Claim Form with ANZ by no later than 60 days after loan draw down; and
 - c) otherwise comply with these terms and conditions
8. If in the circumstance there are multiple claimants or multiple claims made in respect of an Eligible ANZ Home Loan, the 300,000 Qantas Points will be provided only to the first valid claim received by ANZ.
9. If you meet the eligibility criteria set out in these terms and conditions, 300,000 Qantas Points offered in respect of your Eligible ANZ Home Loan will be credited to the claimant's Qantas Frequent Flyer account as nominated on the Claim Form. Those points will be credited within 60 days after the day on which a valid completed Claim Form is lodged with ANZ.
10. The Offer may only be taken up by a single Applicant under an Eligible ANZ Home Loan. A maximum of 300,000 Qantas Points is offered to a single claimant under the Offer (regardless of the number of Eligible ANZ Home Loans applied for, or held by, that person(s)) and, if credited, will be credited to the claimant's Qantas Frequent Flyer Membership number.

EARNING AND CREDITING QANTAS POINTS

11. Qantas Points, including the allocation and administration of Qantas Points, are governed by, and subject to, the Qantas Frequent Flyer program Terms and Conditions.
12. Qantas Points are not transferable, other than in accordance with the Qantas Frequent Flyer program Terms and Conditions.
13. 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.
14. Requests for missing Qantas Points in relation to the Offer must be made to ANZ by speaking with your Lender or calling 1300 797 625 within 12 months of the date the Claim Form in respect of those points was lodged with ANZ. 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.
15. Qantas Points are not redeemable for cash.

PRIVACY

16. 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 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-and-security.html>.
17. 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.
18. 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.
19. If you give ANZ or Qantas personal information about someone else (e.g. a joint borrower), you must have that person's permission to do so and show them a copy of these terms and conditions so they understand the manner in which their information may be used or disclosed.

NO REPRESENTATIONS OR WARRANTIES

20. Except as required by law, ANZ and Qantas make 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 Program.

TAXES AND DUTIES

21. 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

22. 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 any particular Applicant once during the Offer Period regardless of the number or aggregate amount of Eligible ANZ Home Loan Application(s) the 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 Co-Applicants have redeemed this Offer, the other Co-Applicants will be ineligible to participate in this Offer.
 - d) If any of the 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 Applicant(s) will be ineligible to participate in this Offer.

VARIATION AND TERMINATION

23. Except to the extent that it is contrary to any law, 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 (subject to any rights that you already have due to having already submitted a valid application under these terms and conditions); or
 - b) you have not yet applied for an Eligible ANZ Home Loan.
24. 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 or in breach of these terms and conditions.
25. If you are not satisfied with any change or variation ANZ makes to the Offer, you can terminate your participation at any time by providing notice to ANZ (but ANZ cannot cancel any points once they have been credited to a Qantas Member).

OTHER MATTERS

26. 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.
 - c) to reduce or extend the Offer Period without further notice.
27. 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.
28. 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.
29. 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.

