ANZ’S ‘QANTAS FREQUENT FLYER POINTS’ HOME LOAN PROMOTION

TERMS AND CONDITIONS

INTRODUCTION
1. ANZ offers a maximum of 300,000 Qantas Points to be credited to a Qantas Frequent Flyer Member who is the Primary Applicant nominated in an Application Form in respect of an Eligible ANZ Home Loan, subject to the terms and conditions of this Offer.
2. By completing the Application Form for the Offer, you agree to be bound by these terms and conditions.

DEFINITIONS
3. 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) Application Form means the application form issued by ANZ for the Offer;
   (c) 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 and for the purpose of purchasing a property or refinancing an existing loan held with another financial institution, excluding the following:
      (1) 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 31 January 2020.
      (2) An ANZ Equity Manager home loan or other ANZ line of credit product.
      (3) Additional lending under an existing ANZ home loan.
      (4) 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.
   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), those multiple loans will together constitute one Eligible ANZ Home Loan for the purposes of the Offer;
   (d) Offer means this ‘Qantas Frequent Flyer Points’ home loan promotion;
   (e) Primary Applicant means, in respect of an Eligible ANZ Home Loan, the person named as Applicant 1 (or, if there is no such designation, the person named first as between all applicants) in the application submitted to ANZ for that loan;
   (f) 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;
   (g) Qantas Frequent Flyer Member means a member of the Qantas Frequent Flyer Program;
   (h) Qantas Frequent Flyer Membership Number means the membership number for the Qantas Frequent Flyer Program allocated to a Qantas Frequent Flyer Member;
   (i) Qantas Frequent Flyer Program means the frequent flyer program operated by, or on behalf of, Qantas which is governed by the Qantas Frequent Flyer Terms and Conditions;
   (j) 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
   (k) Qantas Points means frequent flyer points awarded to Qantas Frequent Flyer Members pursuant to the Qantas Frequent Flyer Terms and Conditions.

ELIGIBILITY
4. You are eligible to participate in this Offer if:
   (a) you are an Australian citizen or permanent resident of Australia who is aged 18 years or above;
   (b) you apply to ANZ (as the Primary Applicant) for an Eligible ANZ Home Loan of over $300,000 between 30 June 2019 and 31 August 2019;
   (c) you are approved and offered that Eligible ANZ Home Loan by ANZ between 30 June 2019 and 31 January 2020;
   (d) you draw down at least $300,000 under that Eligible ANZ Home Loan between 30 June 2019 and 31 January 2020;
   (e) you provide a valid email address and duly completed Application Form to ANZ in respect of your Eligible ANZ Home Loan; and
   (f) in your Application 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.
5. 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 Application Form. You can join the Qantas Frequent Flyer Program (or update your Qantas Frequent Flyer Member details) using the link set out in the Application Form. Qantas will waive the Qantas Frequent Flyer Program joining fee for any person who joins the program in connection with the Offer.

APPLICATION FOR QANTAS POINTS

6. ANZ will send an Application Form in respect of an Eligible ANZ Home Loan by email to the valid email address for the Primary Applicant provided to ANZ as part of the application for that loan.

7. To apply for the 300,000 Qantas Points offered in respect of that Eligible ANZ Home Loan, the Primary Applicant must:
   (a) fully and accurately complete the Application Form which is sent or otherwise made available, in accordance with any instructions set out in that form;
   (b) lodge the completed Application Form with ANZ by no later than 13 March 2020; and
   (c) otherwise comply with these terms and conditions.

8. 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 your Qantas Frequent Flyer Membership number. Those points will be credited within 90 days after the day on which a duly completed Application Form is lodged with ANZ.

9. The Offer may only be taken up by the Primary Applicant under an Eligible ANZ Home Loan. A maximum of 300,000 Qantas Points is offered to each such Primary Applicant under the Offer (regardless of the number of Eligible ANZ Home Loans applied for, or held by, that person) and, if credited, will be credited to the Primary Applicant’s Qantas Frequent Flyer Membership number.

10. Unless ANZ otherwise agrees in writing, any entitlement to have Qantas Points credited to a Qantas Frequent Flyer Member under the Offer in respect of an Eligible ANZ Home Loan will cease with immediate effect if, as at the date that the relevant Application Form is lodged with ANZ, any of the following occur or apply:
   (a) The Eligible ANZ Home Loan in respect of which the Qantas Points are to be credited is closed by you or ANZ.
   (b) The Eligible ANZ Home Loan has been repaid in full.
   (c) The Eligible ANZ Home Loan is restructured or varied by you or ANZ, with the effect that it is no longer an Eligible ANZ Home Loan.
   (d) The Primary Applicant to be credited the Qantas Points is not a borrower under the Eligible ANZ Home Loan or not a Qantas Frequent Flyer Member.
   (e) Any amount due and payable or repayable under Eligible ANZ Home Loan is unpaid.

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 Terms and Conditions.

12. Qantas points are not transferable, other than in accordance with the terms and conditions of the Qantas Frequent Flyer Program.

13. Qantas Points credited in connection with the Offer to a Qantas Frequent Flyer Member can be viewed by that member by logging in to their Qantas Frequent Flyer account on www.qantas.com/frequentflyer.

14. Requests for missing Qantas Points in relation to the Offer must be made to ANZ by calling 1300 797 625 within 12 months of the date the Application 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 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-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 completing the Application Form for the Offer, 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 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 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
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.

VARIATION AND TERMINATION
22. ANZ may vary these terms and conditions from time to time, including by:
   (a) adding, withdrawing or substituting any benefits available to you under the Offer;
   (b) changing the number of Qantas Points that may be earned;
   (c) changing the method by which Qantas Points are calculated;
   (d) changing the circumstances or time at which Qantas Points will be credited to a Qantas Frequent Flyer Member;
   (e) changing the eligibility criteria or requirements that must be met to earn Qantas Points; or
   (f) changing the duration of the Offer or the period of time in relation to which Qantas Points may be earned.

23. ANZ may also terminate or withdraw this Offer at any time without prior notice, including if ANZ's agreement with Qantas in relation to Qantas Points under the Offer is terminated or amended.

24. ANZ may cancel, suspend, or amend the record of a Qantas Frequent Flyer 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.

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.

OTHER MATTERS
26. ANZ reserves the right:
   (a) to require you to provide proof to ANZ's or Qantas' reasonable satisfaction that a Qantas Frequent Flyer Member 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.

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 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.
1. The promoter of ANZ’s ‘Win Up To $500,000 Off Your Home Loan’ Promotion for new ANZ home loans (Promotion) 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 Promotion and the prizes under the Promotion form part of these terms and conditions of entry. By participating in the Promotion (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 30 June 2019 and closes at 11:59 pm (AEST) on 31 January 2020 (Promotional Period).

4. Entry in the Promotion 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 Promotion, or a subsidiary or related entity of ANZ or an entity associated with the Promotion at any time between 30 June 2019 and the date of the draw of the Prize winners under the Promotion;
      (2) a director or former director of ANZ or a subsidiary or related entity of ANZ;
      (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 Promotion but does not comply with these terms and conditions, who tampers with the entry or draw process, or who acts in relation to this Promotion or an Eligible ANZ Home Loan in a way which ANZ reasonably believes is fraudulent, misleading or deceptive.

6. To enter the Promotion, an Eligible Entrant must:
   (a) apply to ANZ for an Eligible ANZ Home Loan of over $300,000 between 30 June 2019 and 31 August 2019;
   (b) be approved and offered that Eligible ANZ Home Loan by ANZ between 30 June 2019 and 31 January 2020; and
   (c) draw down at least $300,000 under that Eligible ANZ Home Loan between 30 June 2019 and 31 January 2020.

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 and which loan is in the name of at least one individual borrower and for the purpose of purchasing a property or refinancing an existing loan held with another financial institution, 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 31 January 2020.
   (b) An ANZ Equity Manager home loan or other ANZ line of credit product.
   (c) Additional lending under an existing ANZ home loan.
   (d) 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. 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. Accordingly, a person who applies to ANZ for an Eligible ANZ Home Loan may not be approved for, and offered, such a loan, and so may not satisfy the entry requirements for this Promotion.
8. An Eligible Entrant who enters the Promotion will receive a maximum of one entry in the Promotion (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 a maximum of one entry.

9. There will be one (1) draw and five (5) winners drawn. The first five (5) Eligible Entrants drawn electronically from all entries received in the Promotion will be the winners who will each 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 an additional draw undertaken (to ensure an Eligible Entrant only receives a maximum of one Prize (except in the case of a South Australian winner being drawn more than once).

10. 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 redrew or offset.

11. The maximum number of Prizes an Eligible Entrant may win under the Promotion is one (1) (except in the case of a South Australian winner being drawn more than once), and the total maximum value of the Prize an Eligible Entrant may win under the Promotion is $500,000 (including any applicable GST).

12. The total maximum value of the Prizes under the Promotion is $2,500,000 (including any applicable GST).

13. The draw of the Prize winners under the Promotion will take place at 2:00 pm (AEST) on 14 February 2020 ("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. The Promoter is entitled to draw additional entries in the case of ineligibility.

14. 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 21 February 2020.

15. 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.

16. 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 Promotion; and

(b) an Eligible Entrant is liable for any taxation consequences of winning a Prize in the Promotion, and should obtain their own independent advice about such consequences.

17. 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.

18. If any Prize remains unclaimed or forfeited (through ineligibility or otherwise) as at 5:00 pm (AEST) on 14 May 2020, a further draw for a winner of that Prize will be conducted on 28 May 2020 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 by email (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 4 June 2020.

19. Each Eligible Entrant who wins a Prize agrees to provide reasonable co-operation and assistance to ANZ in relation to public relations and promotional activities for the Promotion, including by participating in interviews and contributing to articles, media releases and other publications, and consents to ANZ using and publishing the Eligible Entrant’s name, image, attributed statements and/or voice in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products issued, distributed and/or supplied by ANZ.
20. Entry details created for the Promotion will be used solely for the purposes of this Promotion and will then be destroyed.

21. ANZ will collect personal information in order to conduct the Promotion 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/.

22. 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 Promotion 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.

23. ANZ reserves the right to vary the rules of the Promotion or any Prizes offered or cancel the Promotion (or any aspect of the Promotion) 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.

24. Unless ANZ otherwise agrees in writing in its sole discretion, a person is not eligible to enter this Promotion or win a Prize if they have previously won 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 Promotion.

25. Authorised under NSW LTPS/19/35327, ACT TP19/03540 & SA Licence No. T19/932.