

# ANZ Plus with Garmin Pay Terms & Conditions

– 1 October 2024

## The T&Cs

These are the terms which apply if you add your Visa Debit Card to Garmin Pay on your eligible Garmin Device. We call these terms the **T&Cs**.

You agree to the T&Cs when you add your Visa Debit Card to Garmin Pay on your eligible Garmin Device.

The T&Cs can change. See 'Changes to the T&Cs'.

The T&Cs are important. You should read them together with the Account Terms.

# Adding your Visa Debit Card to Garmin Pay

You can add your Visa Debit Card to Garmin Pay unless we have acted or can act under the Account Terms to apply certain restrictions to your ANZ Plus Account.

We may ask you to give us information through the ANZ Plus App before you can add your Visa Debit Card to Garmin Pay. You will need to install the ANZ Plus App to give us this information. You can do this any time.

You can use Garmin Pay with your ANZ Plus Account once your Visa Debit Card is added to it. To do this, use your Garmin Device at a contactless terminal.

# Fees

The Account Terms contain the fees that apply to your Account.

We don't charge any additional fees for registering and using your Visa Debit Card in Garmin Pay.

Other people may charge you fees in connection with using Garmin Pay (e.g. mobile data costs charged by your telecommunications provider). You're responsible for them.

# If things go wrong

## Anyone who can access your Garmin Device can access Garmin Pay

You must keep your Garmin Device secure. If you don't, anyone who can access your Garmin Device may be able to use your Visa Debit Card in Garmin Pay to spend your money.

You must ensure that:

- only your Biometric Identifier is registered on the Garmin Device or Mobile Device and
- any PIN to access your Garmin Device and Mobile Device is kept secret and is not recorded on the Garmin Device or Mobile Device.

If you don't do these things, and someone else accesses Garmin Pay and makes transactions using your Visa Debit Card, you may be liable for these transactions under the Account Terms.

You must also keep your Garmin Device safe and remove your Visa Debit Card from Garmin Pay or the Mobile Device before disposing of your Garmin Device or Mobile Device.

## When to contact us

You must contact us immediately if:

- you are the victim of 'mobile phone porting' – sudden and unexpected disconnection of the mobile phone service on your Mobile Device is a sign this may have happened
- you suspect someone has unauthorised access to your PIN or other identity credentials and has used them to access Garmin Pay or
- you suspect a security breach in relation to your Garmin Device and you have registered your Visa Debit Card in Garmin Pay.

Based on what you tell us, we will suspend the use of your Visa Debit Card with Garmin Pay.

You must tell us about these things by using one of the contact methods in the Account Terms, regardless of whether you have told us another way – like in connection with a non-ANZ Plus product or service.

## When you are liable

Your Account Terms explain when you are liable for unauthorised transactions on your Account. This includes unauthorised transactions that arise through the use of Garmin Pay.

You will also be liable for any loss you suffer from using Garmin Pay where that loss was caused by:

- your use of Garmin Pay or the Garmin Device in a manner not permitted by Garmin (for example, by obtaining root access to your Garmin Device) or
- a reduced level of service caused by matters beyond our reasonable control (for example, those caused by third party software and network providers).

## Stopping and blocking

If your Visa Debit Card is stopped, locked or closed under the Account Terms, we may also block your ability to use your Visa Debit Card in Garmin Pay.

If your Account is closed, we will remove your Visa Debit Card from Garmin Pay.

We can also stop, lock or close your Visa Debit Card in Garmin Pay

without telling you first if:

- Garmin or the applicable card network tell us to do it (for example, in circumstances of suspected fraud) or
- our arrangements with Garmin regarding Garmin Pay cease or are suspended.

# Privacy and data

We may collect information relating to your Garmin Device:

- to ensure that your Visa Debit Card properly functions in Garmin Pay
- for security purposes and to identify fraud
- for us to better provide assistance to you and
- to tell you about other products or services that may be of interest to you.

We may also exchange information with Garmin and service providers:

- to enable the use of your Visa Debit Card with Garmin Pay and to improve Garmin Pay generally and
- about persons involved in suspected security breaches or fraud.

If you do not want us to collect or disclose information in this way, you should not register a Visa Debit Card in Garmin Pay.

This section applies in addition to:

- the Account Terms



- the ANZ Plus App privacy statement we provided to you when you used the ANZ Plus App for the first time and
- the ANZ Plus Privacy Collection Notice

which set out more general information about how we collect, store, use and disclose information about you.

Curious? You should read our Privacy Policy on the ANZ Privacy Website.

Once your Visa Debit Card is registered to a Mobile Device or Garmin Device, Garmin may access your personal information regarding the use of your Visa Debit Card through Garmin Pay. Please see Garmin's privacy notice at [www.garmin.com/en-AU/privacy/garminpay/](http://www.garmin.com/en-AU/privacy/garminpay/)

# Garmin Pay is provided by Garmin

Garmin provides Garmin Pay and Garmin Devices, not ANZ. Garmin has their own terms and conditions for Garmin Pay. You'll need to agree to those terms too to use Garmin Pay.

We will provide information to Garmin so that your Visa Debit Card can be used in Garmin Pay, but we are not responsible for Garmin Pay or any Garmin Device.

Garmin and Garmin Pay are trademarks of Garmin Ltd.

# Changes to the T&Cs

We can change these T&Cs.

We don't have to tell you about a change to the T&Cs before we make it where we think the change is needed to immediately restore or maintain the security of our banking processes and systems, or to comply with legal or regulatory requirements. We'll tell you about these changes after we make them.

We'll tell you about other types of changes:

- that add or change government fees or charges, no later than the day of the change (unless the government tells you or publicises the change instead)
- any other change we reasonably consider is unfavourable to you, like increasing or introducing a fee, or changing the method we use to calculate interest – at least 30 days before we make the change. We may give you less notice if it is reasonably necessary to manage a material and immediate risk or
- any other change we reasonably consider has a positive or neutral effect on you – no later than the day we make the change.

We'll tell you in one of the ways set out in the Account Terms.

# Other terms

## Contacting each other

We can contact each other through any of the ways set out in the Account Terms.

## The law that governs our contract

The law of Victoria governs the T&Cs. You agree that any court with official power to make legal decisions and judgements in Victoria can hear proceedings in relation to our contract.

## ePayments Code

We will comply with the ePayments Code.

## Amendments to the Account Terms

These T&Cs vary the Account Terms in the following ways:

- the definition of 'PIN' is amended to include your Garmin Device PIN
- the steps defined as 'Security Guidelines' are amended to include the requirement to keep your Garmin Device secure and
- the definition of 'Garmin Device' is added to the Account Terms.

# What some words mean

Some words have a special meaning when they're used in the T&Cs:

**Account** means your account to which the Account Terms apply.

**Account Terms** means the ANZ Plus deposit account T&Cs.

**ANZ** is us! We're Australia and New Zealand Banking Group Limited (ABN 11 005 357 522) Australian Financial Services Licence Number 234527.

**ANZ Plus** is a digital banking platform provided by ANZ.

**ANZ Plus App** is the software we make available to you through which you can access, use and manage your Account.

**ANZ Plus Privacy Collection Notice** is the document by that name which can be found on the ANZ Plus Website.

**ANZ Plus Website** is the 'ANZ Plus' part of our website, [www.anz.com.au](http://www.anz.com.au) or other website we tell you.

**ANZ Privacy Website** means [www.anz.com/privacy](http://www.anz.com/privacy) or other website we tell you.

**Banking Code of Practice** is the relevant version of the code with that name published by the Australian Banking Association that applies to us (or, if it's replaced, it means its replacement).

**Biometric Identifier** includes fingerprint, faceprint or similar biometric identifier.

**Garmin** is a trademark of Garmin Ltd. or its subsidiaries and are registered in one or more countries, including the U.S.

**Garmin Device** means a wearable Garmin device, which ANZ determines is eligible for the registration of the Visa Debit Card to be used in Garmin Pay.

**Garmin Pay** means the mobile payment and digital wallet service created by Garmin that lets users transact using certain Garmin Devices and eligible credit cards or debit cards registered on such Garmin Devices.

**Joint Account** is any Account you hold jointly with one or more person(s).

**Mobile Device** means a device such as a smartphone or tablet using an eligible operating system, which is used to register Visa Debit Cards for use with Garmin Pay and on which the digital wallet functionality of Garmin Pay is registered.



**Privacy Policy** is the document by that name which can be found on the ANZ Privacy Website.

**Visa Debit Card** is the physical or digital card we issue you which is linked to your ANZ Plus Account.

**We / us / our** is us! We're ANZ.

**You** is you! You're the holder of the Visa Debit Card. Unless the context otherwise requires, it means you individually and you jointly with any person with whom you hold a Joint Account and any authorised user of your Account.

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