

# ANZ'S HOME LOANS SWITCHING CASHBACK OFFER TERMS AND CONDITIONS

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## INTRODUCTION

1. The promoter of ANZ's 'Home Loans Switching Cashback Offer' home loan 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. ANZ offers a maximum of a single payment of up to \$2,000 (dependent on LVR as detailed at clause 6 below) to be credited to a nominated Eligible ANZ Account (as detailed at clauses 4(l) and 8 below) to eligible applicant(s) in respect of an Eligible ANZ Home Loan Application, subject to the terms and conditions of the Offer.
3. Eligible 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) **New to ANZ Lending** means the amount of new credit offered by ANZ and may include multiple new home loans with ANZ so long as:
    1. At least one of the home loan applications meet the Eligible Loan Purpose.
    2. All included home loans are applied for from 26th August 2023 (Note: Offer may be amended or withdrawn at any time).
    3. The relevant Applicant(s) on all included home loan applications is the same.
    4. The included home loans are drawn down from 26th August 2023 (Note: Offer may be amended or withdrawn at any time)
  - c) **Applicant** means the 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;
  - d) **Apply** means you as an individual have enquired via ANZ, Broker or Other third party channels and a subsequent Home Loan Application Number(s) has been created on ANZ systems in your name;
  - e) **Apply Date** means the date in respect to the Home Loan Application Number(s) open or start date on ANZ systems;
  - f) **Eligible Application** means the Home Loan Application Number(s) that meet all the Eligibility Criteria as per the Eligibility section;
  - g) **Eligible Loan Purpose** means for:
    1. Refinancing to ANZ of an existing home loan from another financial institution which is not related to ANZ;
    2. Where you have more than one loan purpose relating to your home loan application, the loan purpose may be determined based on the predominant loan purpose. (For Example: OFI Refinance \$200,000 and Other \$50,000 – OFI Refinance would be considered as the dominant purpose)
  - h) **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
- i) **Ineligible Home Loan** means an:
1. ANZ Equity Manager
  2. ANZ Equity Manager in a Company Name
  3. ANZ Standard Variable Rate Residential Land Loan
  4. ANZ Standard Variable Rate Residential Investment Land Loan
  5. ANZ Standard Variable Rate Home Loan structured as a construction loan
  6. ANZ Simplicity PLUS Home Loan structured as a construction loan
  7. ANZ Standard Variable Rate Home Loan in a Company Name
  8. ANZ Fixed Rate Home Loan in a Company Name
  9. ANZ Standard Variable Rate Residential Investment Loan in a Company Name
  10. ANZ Fixed Rate Residential Investment Loan in a Company Name
  11. ANZ Standard Variable Rate Residential Land Loan in a Company Name
  12. ANZ Standard Variable Rate Residential Investment Land Loan in a Company Name
  13. ANZ Interest-in-Advance Residential Investment Loan in a Company Name
  14. ANZ Personal Loans
  15. ANZ Business and Commercial Loans
  16. Short term loan arrangements, which includes, for avoidance of doubt, bridging finance
  17. Other line of credit products
  18. Other products not listed as an Eligible Home Loan
  19. Additional Lending under an existing ANZ home loan
  20. Restructure of an existing ANZ home loan
- j) **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.
- k) **Drawdown Date** means the date when the funds are dispersed to the home loan account.
- l) **Eligible ANZ account** means a linked ANZ Access Advantage, ANZ One Offset or ANZ Plus account in the name of the borrower(s) at the time of drawdown to receive this offer.
- m) **Offer** means this 'Home Loans Switching Cashback Offer' home loan promotion;

## ELIGIBILITY CRITERIA

5. You are eligible to participate in this Offer if:
- a) You Apply with an Apply Date from 26th August 2023 until the time the offer is withdrawn (Note: Offer may be amended or withdrawn at any time);
  - b) You are an Applicant in respect to the application(s);
  - c) You have not exceeded the Offer Maximum and Exclusions;
  - d) Your application(s) to ANZ relates to the 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 \$250,000 or more;
  - f) You drawdown that Eligible ANZ Home Loan(s) within 120 days from applying;
  - g) 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 ANZ Home Loan is excluded as New to ANZ Lending for the purposes of this Offer;

- h) The applicant(s) must have an Eligible ANZ account, being an ANZ Access Advantage, ANZ One Offset or ANZ Plus account in the name of the borrower(s) at the time of drawdown to receive this offer. In the case of Joint Home Loan Applications where you do not have a Joint Eligible ANZ account and you have not nominated which ANZ Access Advantage, ANZ One Offset or ANZ Plus account you would like the cashback amount paid into, ANZ may choose to pay the cashback amount into an ANZ Access Advantage, ANZ One Offset or ANZ Plus account in the name of one of the eligible applicants;
- i) You have not previously successfully applied to participate in this Offer, or redeemed an ANZ home loan offer or promotion, or received a rebate or benefit from ANZ within the 12 month period prior to applying for this Offer.

### CALCULATING THE APPLICABLE CASHBACK AMOUNT

- 6. If you have met the relevant eligibility criteria for this offer, ANZ will calculate the applicable cashback amount based on the following:

Loan to Value Ratio*	Applicable Cashback Amount
LVR 80.00% or less	\$2,000
LVR 80.01% or more	\$0

\*LVR will be determined based on Bank Assessed Security Value and based on application/loan structure.

The LVR will be determined based on the individual application(s) taking into consideration the loan structure irrespective of Lenders Mortgage Insurance Waivers/Exemptions. Existing loans and security positions unrelated to the application(s) will not be considered when determining overall LVR for this offer.

- 7. A maximum of one single cashback amount may apply irrespective of the number of applicants, applications, loans or securities.

### CLAIM FOR SWITCHING CASHBACK

Subject to meeting the eligibility as outlined by the eligibility section:

#### Account Payable:

- 8. The applicant(s) must have an ANZ Access Advantage, ANZ One Offset or ANZ Plus account in the name of the borrower(s) at the time of drawdown to receive this offer.
- 9. If the applicant(s) do not have an ANZ Access Advantage, ANZ One Offset or ANZ Plus account in the name of the borrower(s) they may request to have one opened as part of their Home Loan Application or request to have one opened through any ANZ Branch or Contact Centre.
- 10. If the applicant(s) do not have a linked ANZ Access Advantage, ANZ One Offset or ANZ Plus account in the name of the borrower(s) at the time of drawdown to receive this offer, ANZ may not process a cashback payment.

#### Claim Process:

- 11. The applicant(s) may nominate which of their ANZ Access Advantage, ANZ One Offset or ANZ Plus account to their Broker or ANZ Lender after applying for the Eligible ANZ Home Loan.
- 12. The Broker or ANZ Lender may submit the request on behalf of the applicant(s) for a Switching Cashback payment with ANZ to the nominated account subject to meeting the eligibility criteria for this offer.
- 13. If the Broker or ANZ Lender has submitted an invalid request, ANZ may reject to process a cashback payment.
- 14. If ANZ has not received a valid Switching Cashback payment request, ANZ will automatically choose an eligible ANZ account (if available) to process your payment within 60 days from qualifying for the offer.

### NO REPRESENTATIONS OR WARRANTIES

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

### TAXES AND DUTIES

- 16. 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

17. 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 an Eligible Applicant once regardless of the number or aggregate amount of Eligible ANZ Home Loan Application(s) the Eligible 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 a single cashback payment of up to \$2,000).
- c) If any of the Eligible 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 Eligible Applicant(s) will be ineligible to participate in this Offer.

## VARIATION AND TERMINATION

18. 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 applicable cashback amount;
- c) changing the method by which the applicable cashback amount is calculated;
- d) changing the circumstances or time at which the applicable cashback amount will be credited into an ANZ Access Advantage or ANZ Offset Account;
- e) changing the eligibility criteria or requirements that must be met to receive a Switching Cashback payment; or
- f) changing the duration of the Offer or the period of time in relation to which the Switching Cashback payment is available;

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

20. ANZ may reject, cancel, or reverse a Switching Cashback payment 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.

21. 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

22. ANZ reserves the right:

- a) 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.

23. 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.

24. 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.

25. 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.