

ANZ Business Reloadable Card (with no cash access)

PRODUCT DISCLOSURE STATEMENT | 03.13



ANZ Contact Details

Postal address

Locked Bag 35006
Collins Street West, Vic, 8007
Australia

Cardholder enquiries

ANZ Cards
1800 773 720 in Australia
+61 (0)3 8699 6937 outside of Australia

Hearing and speech impaired customers can utilise the TTY (telephone typewriter) service by calling 1300 366 255 within Australia.

Email prepaidcards@anz.com

SMS Enquiries +61 (0) 417 555 883

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Product Disclosure Statement – ANZ Business Reloadable Card (with no cash access)

This Product Disclosure Statement (“PDS”) sets out the Terms and Conditions for the operation and use of the ANZ Business Reloadable Card (with no cash access) (“the Card”). It is important that you read and understand this PDS.

The information in this PDS does not take into account your personal needs and financial circumstances and you should consider whether it is appropriate for you.

We recommend you read this Product Disclosure Statement when you receive the Card. The Card will have been activated by the Controlling Entity or an authorised ANZ employee. If the Card has not been Activated, you will need to contact the Controlling Entity or an authorised ANZ employee.

The Card is an electronic reloadable prepaid card. Value Load can only be placed on the Card by the Controlling Entity. You can then use the Card to access its Available Balance anywhere in the world where Visa is accepted electronically. Some merchants in Australia may not accept the Card. This is not a credit or charge card and the Card balance does not earn interest.

The Card is issued by Australia and New Zealand Banking Group Limited (ABN 11 005 357 522) (AFSL 234527) and its successors and assigns.

This PDS is dated March 2013.

Definitions

- **“Acquire / Acquisition”** – Acquisition of the Card is undertaken when you sign the Card; log into the Website to set your username, select a new Password and Secret Code; or do anything else we describe as indicating your acceptance of these Terms and Conditions.
- **“Activate / Activation”** – Activation of the Card is undertaken by the Controlling Entity or an authorised ANZ employee.
- **“ANZ”** – means Australia and New Zealand Banking Group Limited (ABN 11 005 357 522) (AFSL 234527).
- **“Available Balance”** – means the monetary value (denominated in AUD) recorded by us as available for transactions using the Card, less any purchases, authorisations, fees and charges or other amounts debited under these Terms and Conditions.
- **“Card”** – means the ANZ Business Reloadable Card (with no cash access).
- **“Controlling Entity”** – The organisation that orders, loads funds onto and provides the Card to you.
- **“Customer Assistance”** – means 1800 773 720 and any additional or replacement phone number or numbers we notify to you as customer assistance numbers for the purposes of these Terms and Conditions from time to time.
- **“Extreme Carelessness”** – means a degree of carelessness that greatly exceeds what would normally be considered careless behaviour.
- **“IVR Number”** – means 1800 773 720 and any additional or replacement phone number or numbers we notify to you as IVR (interactive voice response) numbers for the purposes of these Terms and Conditions from time to time.
- **“Limit”** – means \$4,999.99.
- **“Negative Balance”** – means a negative rather than positive Available Balance, arising because the debits on the Card exceed the Available Balance.
- **“One Time Password”** – means the 8 characters/digits printed on the welcome letter the Card is attached to.

- **“Password”** – means the characters/digits you use to access your Card information online.
- **“PIN”** – means the Card’s personal identification number for use at POS.
- **“POS”** – means Point of Sale where the Card is accepted.
- **“Secret Code”** – means the digits used to verify you when you call us.
- **“Security Requirement”** has the meaning given to that term in these Terms and Conditions.
- **“Terms and Conditions”** – means these terms and conditions.
- **“Transaction”** – means a transaction to which the ePayments Code applies.
- **“Value Load”** – means the loading of funds available for transactions using the Card.
- **“we/us/our”** – means Australia and New Zealand Banking Group Limited ABN 11 005 357 522 and includes any agent or processor used by ANZ in relation to the Card.
- **“Website”** – means www.anz.com/prepaidcards and any additional or replacement website we notify to you as the website for the purposes of these Terms and Conditions from time to time.
- **“you/your”** – means the person who has been (or is to be) issued with the Card.

The singular includes the plural and vice versa.

References to days, times or periods of time in these Terms and Conditions are reckoned according to Australian (Eastern) time or, where relevant, to Melbourne Australia time.

Scope of agreement

Australia and New Zealand Banking Group Limited
ABN 11 005 357 522 is the issuer of the Card.

No merchant or Controlling Entity has any authority
on our behalf to:

- tell you anything about the Card that is
inconsistent with the information in this PDS;
- give you financial advice in relation to the Card
(that is, a recommendation or statement of opinion
intended or that could be reasonably regarded as
being intended to influence you in making a
decision) about the Card; or
- do anything else on our behalf other than provide
you with the Card or load value onto the Card.

We are an authorised deposit-taking institution and
the holder of Australian Financial Services licence
no. 234527.

ANZ is bound by the Code of Banking Practice when it
provides its products and services to you.

ANZ is a subscriber to the ePayments Code. ANZ
warrants that, for as long as we remain a subscriber to
the ePayments Code, we will comply with it in our
dealings with you relating to the Card.

ANZ can be contacted at:
Locked Bag 35006
Collins Street West, Vic, 8007
Australia
Phone: 1800 773 720 in Australia

Introduction

When you first log in at the Website you will be required to enter the Card number, the last three digits on the back of the Card (next to the signature panel) and the One Time Password. You will then be instructed to set a username, select a new Password and a Secret Code. The Secret Code is used to identify you in the event you call us.

Do Not:

- Select a Password that is easily identifiable or based on personal information, such as a birth date, or is a sequential number, such as 11112222 or 1234567. It must be at least 8 characters long.
- Negligently disclose your Password.
- Keep any record of your Password on or with your card, or in any other place.
- Disclose your Password to any other person, including family or bank staff.

The Card is activated by the Controlling Entity or an authorised ANZ employee prior to being issued. By signing the Card or logging into the Website and registering the Card, setting a username and selecting a new Password and Secret Code (or doing anything else we describe as indicating your acceptance of these Terms and Conditions) or using the Card, you accept these Terms and Conditions governing Card use, and you:

- acknowledge that you have read a copy of the Product Disclosure Statement (PDS) in which these Terms and Conditions are included;
- acknowledge and agree to the information and disclosures contained in the PDS; and
- agree that you are financially responsible for all uses of the Card.

The Card

You may only hold one Card

The Card can be loaded with funds up to the Limit and can be used to:

- Purchase goods and services from merchants who accept Visa cards (electronic transactions only)

Some merchants in Australia may not accept the Card. Please visit anz.com/prepaidcards for more details.

Purchases can be made instore, online, over the phone, nationally, and overseas;

- Reload funds up to the Limit (done by the Controlling Entity); and
- Access only the Available Balance that has been loaded onto the Card.

Fees and Charges

Fees and charges related to the Card are detailed below.

Fee Structure	
Overseas Transaction fee	3.0% of AUD amount of the transaction.
Monthly Service fee for unlimited POS transactions charged on the 1st of each month	\$2.95
IVR fee (Automated telephone service), to check your Available Balance and last ten transactions	\$0.50

Fee Structure

Live Operator fee charged when using a service that can be completed for free online. This includes, but not limited to, Available Balance, transaction history and how to use the Card*	\$4.00
SMS fee, charged when ANZ sends the Available Balance or last five transactions to the mobile phone registered to your Card	\$0.25
Electronic Statements	No Charge
Paper Statements	Not Available
Lost or stolen Card replacement fee	\$5.00
Card Reissue fee	\$5.00
Card Closure fee	\$5.00

Unless stated otherwise all fees occur at the time of the provision of the service or at the time of the transactions.

All fees and charges are expressed in Australian dollars and are inclusive of any applicable GST.

By using the Card, you agree to pay us the fees and charges provided in these Terms and Conditions. Whenever any of those fees and charges is incurred, you authorise us to deduct it from the Available Balance and reduce the Available Balance accordingly.

*You will not be charged the Live Operator fee when you raise a complaint, dispute a transaction or start a chargeback on the Card or request your Password to be reset.

Activating and using the Card

- The Card must be Activated by the Controlling Entity or an authorised ANZ staff employee prior to first use.
- The Card can be used anywhere Visa prepaid cards are accepted to pay for goods and services electronically, including online purchase transactions.
- Some merchants in Australia may not accept the Card. For a list of these merchants, visit the Website.
- You may use the Card as often as you like provided that you do not exceed the Available Balance and the expiry date for the Card has not passed.
- If you circumvent the Negative Balance prevention controls in place on the Card and make a transaction that results in a Negative Balance you will be liable for any Negative Balance, along with any costs or interest we incur in recovering or attempting to recover from you the amount you owe us.
- We may restrict or stop the use of the Card if we believe there are suspicious activities occurring on the card.
- You cannot stop payment on any transaction after it has been completed.
- You may be entitled to reverse (chargeback) a transaction where you have a dispute with a merchant. For example, you may be entitled to reverse a transaction where the merchant has not provided you with the goods or service you paid for. You must notify ANZ if you believe you are entitled to reverse a transaction. If ANZ is satisfied after investigation that you are entitled to reverse a transaction, it will credit your Card for the amount initially debited for the transaction.
- You should notify ANZ immediately of a disputed transaction. Visa operating rules impose time limits after the expiry of which ANZ is not able to reverse a transaction. The maximum time limit generally applicable is 75 days after the disputed transaction but some time limits are longer. In some cases where the ePayments Code applies, the time limits may not apply. If you do not notify ANZ in time, ANZ may be unable to investigate your claim in which case you will be liable for the transaction. It is your responsibility to review your transaction history. ANZ is not responsible for any loss to you if you do not ask ANZ to reverse a transaction within an applicable time limit.

- You may start a chargeback process either online under your Card log in, or via Customer Assistance at no charge. All updates on the progress of your chargeback will be added to your transaction history.
- If you are entitled to a refund for any reason relating to a Card transaction, you agree to accept the refund under the policy of that specific merchant. Refunds may be in the form of a credit to the Card, cash refund or in store credit. If the Card has expired or has been revoked then this may not be possible.
- We are not liable in any way when authorisation is declined for any particular transaction regardless of reason.
- You are responsible for all transactions using the Card. If you permit someone else to use the Card, you will be responsible for any transactions initiated by that person with the Card.
- You may not make pre-authorized regular payments from your Card through the use of the Card.
- After 6 months of inactivity on the Card with an Available Balance at or below \$0.00 the Card will be closed.
- The Controlling Entity may, at any time, ask for the Card to be returned to them, close the Card or remove funds from the Card.

Value Loads, Available Balance & limits

- Only the Controlling Entity can load value onto the Card.
- The maximum Available Balance that can be loaded to your Card, and the maximum Value Load that can be loaded at any one time are as follows:

Maximum Available Balance	\$4,999.99
Maximum single Value Load (as long as it does not cause Available Balance to the Limit)	\$4,999.99
Maximum total Value Load during any period of 30 days	\$15,000
Maximum total Value Load during any period of 12 months	\$150,000

Using your Card where the merchant or financial institution accepting the Card processes its transactions outside Australia

All charges and purchases will be converted into Australian Dollars. Transactions will either be converted directly to Australian dollars or will be first converted from the currency in which the transaction was made to US dollars and then converted to Australian dollars by Visa International. The conversion rate used is a wholesale market rate selected by Visa International from a range of wholesale rates one day before the transaction is processed by Visa.

Foreign transactions

- The Available Balance is in Australian dollars.
- Transactions made in a currency other than Australian dollars will be subject to an Overseas Transaction fee.
- Transactions made in Australian dollars with merchants that process transactions outside Australia will be subject to an Overseas Transaction fee.

Example of Overseas Transaction fee

Suppose:

- You purchase goods from a merchant located in the USA (either in person or over the internet) to the value of US\$200
- Visa's current exchange rate at the time is \$1.00 US = \$1.34 AUD
- The AUD amount is $US\$200.00 \times \$1.34 = AUD\$268.00$
- The Overseas Transaction Fee is therefore $\$268.00 \times 3\% = AUD\8.04 .

Card usage limitations

- The following limitations apply to the Card:
 - When buying petrol, you must pay for the petrol purchase at the petrol station counter and not at the pump (automated fuel dispenser).
 - The Card may not be used for, and authorisation may be declined for, any illegal transactions. Authorisation may be declined for gambling transactions.
 - Some merchants in Australia may not accept the Card.
 - When using the Card with some merchants (such as hotels, rental cars, restaurants, cruise ships), Card “tolerance limits” may apply. This means that ANZ may obtain an authorisation or approval on the Card for an amount up to 15% or more than the total bill (or anticipated bill) to cover additional items such as tips and incidentals or to ensure that adequate funds are available to cover the final purchase. The entire amount of the authorisation or approval will be shown as a reduction in your Available Balance, although only the amount actually spent or authorised will be finally deducted from the Available Balance after the authorisation or approval clears.
- The Card cannot be used to obtain cash, from an ATM, over the counter at a financial institution or merchant.

Security of Card and PIN

- You will be required to log into the Website to change your PIN.
- You may change the PIN online at the Website.
- If you forget your PIN, log into the Website for information on selecting a new PIN.
- Should an incorrect PIN be entered three times at POS the PIN will be blocked, no further attempts can be made for 24 hours (even after a new PIN has been set). You will need to log into the Website and select a new PIN.

You must keep your Card secure

- The security of your Card is very important. If you fail to observe the following security requirements you may increase your liability for any unauthorised use of the Card.
- You must sign the back of your Card immediately upon receipt.
- On the expiry date destroy your Card by cutting it (including any chip on the Card) diagonally in half.
- Do not let anyone else use your Card.
- Take reasonable steps to protect your Card from loss or theft.
- If your Card is lost or stolen or your Card details (for example, the number or expiry date of your Card) have been used by someone else without your authority, immediately log into the Website (at no charge) to change the status of your Card to lost or stolen, or call Customer Assistance on 1800 773 720, at no charge (internationally on +61(0)386996937). When the Card is replaced, the Lost or stolen Card replacement fee of \$5.00 is deducted from your Available Balance.
- Once you have reported your Card as lost or stolen (either by logging into the Website to change the status of your Card to lost or stolen, or calling Customer Assistance) you must not use the Card. For example, if the status of your Card has been changed to lost or stolen and you find it after making the report, you must not use the Card. You must destroy the Card by cutting it (including any chip on the Card) diagonally in half and return it to us as soon as possible.
- You may be liable for transactions for which you did not give authority (including mail and telephone order transactions and internet transactions) incurred before the report is received by us. If you have contributed to the loss by unreasonably delaying reporting to us the loss or theft of your Card or the unauthorised use of the Card details, you may be liable for transactions for which you did not give authority (including mail and telephone order transactions and internet transactions).
- If we issue you with a new Card, a lost or stolen Card replacement fee of \$5.00 is deducted from your Available Balance, and we will transfer the

remaining balance and any processed transactions on the closed Card to your new Card. These Terms and Conditions will apply to your new Card.

- The card will be sent to the address supplied by you to us. Replacement Cards cannot be sent to an overseas address.

You must keep your PIN secure.

- Failure to do so may increase your liability for any loss.

Warning: You must not use your birth date as your PIN or select a PIN which has sequential numbers, for example, '1234' or where all numbers are the same, for example, '1111'. If you do, you may be liable for any loss suffered from an unauthorised transaction.

You must not:

- voluntarily disclose your PIN to anyone, including a family member or friend;
- write or record your PIN on a card, or keep a record of your PIN on anything carried with the card or liable to loss or theft at the same time as the card, unless you make a reasonable attempt to protect the security of your PIN;
- keep a written record of your PIN required to perform transactions on one or more articles liable to be lost or stolen at the same time, without making a reasonable attempt to protect the security your PIN;
- select a numeric PIN that represents your birth date;
- otherwise act with extreme carelessness in failing to protect the security of you PIN; (each a '**Security Requirement**').
- To assist you, we publish security guidelines. A copy of the current guidelines is available at www.anz.com.

Liability for Unauthorised Transactions

The following provisions apply to unauthorised transactions. The provisions do not apply to a transaction performed by you or by anyone who performs a transaction with the knowledge and consent of you.

(a) When ANZ is liable

ANZ will be liable for losses incurred by you that:

- are caused by the fraudulent or negligent conduct of ANZ's employees or agents or third parties involved in networking arrangements, or of merchants or their agents or employees;
- are caused by a Card, Card number or PIN which is forged, faulty, expired or cancelled;
- are caused by a transaction that requires the use of the Card or PIN that occurred before you received or selected the Card, or PIN (including a reissued Card or PIN);
- are caused by a transaction being incorrectly debited a second or subsequent times to the same Card;
- an unauthorised transaction that occurs after you have notified ANZ that the Card has been misused, lost or stolen or that the security of a PIN has been breached;
- arises from an unauthorised transaction that can be made using the Card number without a PIN or Card. Where a transaction can be made using a Card, or a Card and an Card number, but does not require a PIN you will be liable only if you unreasonably delay reporting the loss or theft of the Card;
- arise from an unauthorised transaction if it is clear that you have not contributed to the losses; or
- occur while our process for reporting unauthorised transactions, loss, theft or misuse of a Card or breach of a Security Requirement is unavailable, provided that a report is made within a reasonable time of the process again becoming generally available.

(b) When you are liable

If we can prove on the balance of probability that you have contributed to the loss arising from an unauthorised transaction through fraud or through breaching a Security Requirement:

- you are liable in full for the actual losses that occur before ANZ is notified of the loss, theft or misuse of the Card or breach of a Security Requirement, but
- you will not be liable for a portion of the losses:

- incurred in any period that exceed any applicable periodic transaction limit;
- that exceed the Available Balance of the Card.

If we can prove, on the balance of probability that you contributed to the losses resulting from an unauthorised transaction by unreasonably delaying reporting the misuse, loss or theft of the Card or a breach of a Security Requirement, you will be liable for the actual losses that occur between:

- the time when you became aware of the security compromise, or in the case of a lost or stolen Card, should reasonably have become aware; and
- the time we were notified of the security compromise, however, you will not be liable for that portion of the losses:
- incurred in any period that exceeds any applicable periodic transaction limit;
- that exceeds the Available Balance on the Card.

If it is not clear whether you have contributed to the loss caused by an unauthorised transaction and where a PIN was required to perform the unauthorised transaction, the Card holder is liable for the least of:

- \$150 or a lower figure determined by ANZ;
- the Available Balance of the Card; or
- the actual loss at the time ANZ is notified of the misuse, loss or theft of a Card or breach of a Security Requirement (but not that portion of the loss incurred on any one day* which is greater than the periodic transaction limit (if any)); or

* A day begins at 12.00am (Melbourne time) and ends at 11.59pm (Melbourne time) on the same day. If you are not in the same time zone as Melbourne, please check <http://www.australia.gov.au>

Equipment malfunction

We are responsible to you for any loss caused by the failure of a system or equipment to complete a transaction that was accepted in accordance with your instructions. However, if you were aware or should reasonably have been aware that the system or equipment was unavailable for use or

malfunctioning, ANZ's responsibility will be limited to correcting errors and refunding any charges or fees imposed as a result.

Zero Liability

Subject to the section headed 'Liability for Unauthorised Transactions' you will not be liable for Unauthorised Transactions on a Visa Prepaid card.

Transaction history

- By using the Card you acknowledge that you will not receive paper statements. An electronic statement will be issued on the Card every six months or, on your request, quarterly. The statement may be viewed online on the Website.
- If you have provided us with your email address via the Website, you will be notified by email of a statement being made available.
- You must carefully check your statements. If you think there are mistakes or unauthorised or disputed transactions shown on your statement, contact us as soon as possible on 1800 773 720. We may request you to provide additional written information concerning any error (or possible error) and you must comply with that request.
- You may check the Available Balance and Card's transaction history 24 hours a day, 7 days a week:
 - at the Website (at no charge);
 - by phoning Customer Assistance, in which case the Live Operator fee of \$4.00 per call will apply;
 - by phoning the automated service via the IVR, you will be able to hear your Available Balance and the last 10 transactions for the fee of \$0.50 per call; or
 - if you provided your mobile phone number when you first logged in at the Website, by sending a request to +61 (0)417 555 883, you may obtain either your Card's Available Balance or last five transactions via SMS at a fee of \$0.25 per request.

Card expiry

- The Card is valid until the expiry date shown on it.
- The Card cannot be used after expiry.
- At expiry, we will reissue your Card with the Available Balance (less Card Reissue Fee) to the address last provided to us by you. If the Available Balance is less than the Card Reissue Fee, your Card will not be re-issued and the remaining balance will be forfeited and retained by us.

Card revocation and cancellation

- We may revoke the Card at any time without notice. If we ask you to, you must surrender or destroy the revoked Card and you must not use the revoked Card. When you surrender the Card, you must give us your correct name and contact address.
- You may ask for the Card to be cancelled at any time. If you ask for the Card to be cancelled and we ask you to, you must surrender or destroy the cancelled Card and you must not use the cancelled Card.
- On the revocation or cancellation of the Card, we will pay the Available Balance to you (less Card closure fee) when:
 - we are satisfied that there are no un-cancelled or unexpired authorisations or approvals on the Card;
 - we are satisfied that there are no further amounts that we will be debiting, or that we anticipate debiting, against the Available Balance;
 - if we require it, we have received the surrendered or cancelled Card from you; and
 - you give us instructions, on any form we require, for the payment of the Available Balance.
- The Controlling Entity may, at any time, ask for the Card to be returned to them, close the Card or remove funds from the Card.

Liabilities and disclaimers

We are not liable for losses incurred that:

- result from through no fault of our own, the Available Balance is not enough to cover a transaction;

- result from a terminal or system not working properly;
 - arise when circumstances beyond our control prevent a transaction, despite any reasonable precautions having been taken by us;
 - result from any failures occurring due to events outside our reasonable control;
 - result from any system failures or industrial disputes occur;-
 - relate to the way in which any refusal to accept the Card is communicated;
 - relate to any indirect, special or consequential losses occur;
 - result from any infringement by you of any currency laws in the country where the Card is issued or used;
 - relate to any disputes between you and the supplier of any goods or services purchased with the Card;
 - relate to our taking any action required by any government, federal or state law or regulation or court order; or
 - relate to anything specifically excluded or limited elsewhere in these Terms and Conditions.
- Liability for Unauthorised Transactions will be determined as set out under the heading “Liability for Unauthorised Transactions”.
 - All conditions, warranties or other terms implied by law are excluded to the fullest extent permitted by applicable laws and regulations.
 - Any failure or delay to enforce a term of these Terms and Conditions does not mean a waiver of them.

Risks and Benefits of this Product

Risks

- Unauthorised transactions, the Card is lost or stolen or the PIN number is revealed to an unauthorised person.
- Unintended transactions can happen if electronic equipment with which the Card is being used is operated incorrectly or incorrect details are input.

- You might not be able to get your money back if unauthorised or unintended transactions occur.

Benefits

- The Card can be used at over 29,000,000 Visa locations across the world where Visa is accepted electronically. Some merchants in Australia may not accept the Card.
- The Card is reloadable.

Queries and complaints, and dispute resolution

For queries about the Card, call ANZ through Customer Assistance within Australia on 1800 773 720, or +61(0)386996937 internationally.

If we make a mistake or our service doesn't meet your expectations, we want to know. For the fastest possible resolution to your complaint call us on 1800 805 154 within Australia (hearing and speech impaired customers can utilise the TTY (telephone typewriter) service by calling 1300 366 255 within Australia)

or

Send a letter to ANZ Customer Response Centre via:

Mail: Locked Bag 4050

South Melbourne VIC 3205;

Email: YourFeedback@anz.com; or

Fax: +1800 269 030.

Most often we will be able to solve the problem on the spot. If it can't be resolved promptly our specialist complaints team, ANZ Customer Response Centre, will take responsibility and work with you to fix the matter quickly. Our aim is to resolve the complaint within 48 hours and within a maximum of 5 working days. If this is not possible, we will keep you informed on the progress of your matter and how long we expect it will take to resolve your complaint.

ANZ Customer Advocate

If your complaint isn't resolved to your satisfaction, you can ask to have it reviewed by ANZ's Customer Advocate who will provide a free review of more difficult complaints to help achieve a prompt solution.

Contact details

ANZ Customer Advocate
833 Collins Street
Docklands VIC 3008
Tel: +61 (0) 3 8654 1000
Email: customeradvocate@anz.com

Financial Services Dispute Resolution Schemes

If you are not satisfied with the steps taken by us to resolve the complaint, or with the result of our investigation, you may wish to contact an alternative dispute resolution scheme.

Financial Ombudsman Service
GPO Box 3
Melbourne VIC 3001
Telephone: 1300 780 808
Phone: 1300 780 808
Fax: +61 (0) 3 9613 6399
Internet: <http://www.fos.org.au/>

Privacy and information collection

Privacy

The Controlling Entity may ask for the Card to be returned to them, close the Card or remove funds.

We and our related bodies corporate may collect and use some of your personal information to assist in providing information about a product or service; to consider your request for a product or service; to enable us to provide a product or service; to tell you about other products or services that may be of interest to you; to assist in arrangements with other organisations (such as loyalty partners) in relation to the promotion and provision of a product or service; to perform other administrative and operational tasks (including risk management, systems development and testing, staff training, and market or customer satisfaction research); to prevent or investigate any fraud or crime (or a suspected fraud or crime); and as required by relevant laws, regulations, codes and external payment systems.

Absence of relevant personal information

If you do not provide some or all of the information requested, we may be unable to provide you with a product or service.

Disclosures by us

Subject to our general duties of confidentiality towards our customers, we may need to disclose your personal information to your referee(s); credit reporting or debt collecting agencies; an organisation that is in an arrangement or alliance with us for the purpose of promoting or using their respective products or services (and any agents used by that organisation in administering such an arrangement or alliance); any service provider we engage to carry out or assist our functions and activities; regulatory bodies, government agencies, law enforcement bodies and courts; other parties we are authorised or required by law to disclose information to; other financial institutions (such as banks); mortgage insurers and any reinsurer of any such mortgage insurer; your guarantors (and intending guarantors); any person who introduces you to ANZ; your authorised agents or your executor, administrator or your legal representative.

Accessing your personal information held by us

Subject to the provisions of the Privacy Act, you may access your personal information at any time by calling 1800 773 720 within Australia. We may charge you a reasonable fee for access. If you can show that information about you is not accurate, complete and up to date, we must take reasonable steps to ensure it is accurate, complete and up to date.

Collecting your sensitive information

We will not collect sensitive information about you, such as health information, without your consent.

Where you supply us with personal information about someone else

If you give us personal information about someone else, please show them a copy of this document so that they may understand the manner in which their personal information may be used or disclosed by us in connection with your dealings with us.

Your consent to our collection, use and disclosure of personal information

When you Acquired the Card you consented to us collecting your personal information to enable us to provide the Card; and us disclosing your personal information to any person who introduces you to us or any service provider we engage to carry out or assist our functions and activities; any third party providing you

with a product or service in relation to your Card; credit reporting agencies: any credit provider to help you avoid a default on your obligations or to inform them of your default; to participants in the payments system (including financial institutions, merchants and payments organisations) and other persons we are authorised or required by law to disclose information to (and other persons where you have consented to the disclosure).

Your consent in relation to promotion of other products or services

Where you do not want us to tell you about our products or services or those of our related companies or alliance partners, you may withdraw your consent by calling 1800 773 720 at any time. Your consent to the use and disclosure of your personal information applies to any personal information collected by us in the course of your relationship with us.

Anti Money Laundering and Sanctions

You agree ANZ may, in its sole and absolute discretion:

- (a) delay, block or refuse to process any transaction; or
- (b) refuse to perform any one or more of its obligations under this agreement, without incurring any liability, if ANZ suspects, for any reason, that:
 - (c) an action it is required or requested to take under this agreement;
 - (d) its involvement in any transaction that is any way connected with this agreement; or
 - (e) its performance of any service for any person in connection with this agreement;
 might in any way cause ANZ:
 - (f) to breach any law, regulation or other legal prohibition of any place or jurisdiction (including a foreign place or jurisdiction);
 - (g) to deal in any way with any person (natural, corporate or governmental) that is sanctioned, or is connected in any way to any person that is sanctioned, under economic and trade sanctions imposed by the United Nations, the European Union or any country;

- (h) to breach any sanction of any kind imposed by any country (including any sanction that supports a decision or resolution of the United Nations Security Council);
- (i) to deal in any way with any person (natural, corporate or governmental) that has been listed or named by any government, or independent authority (such as the United Nations or the European Union), as a person who is in any way suspected of being involved (or potentially involved) in terrorism or in any activities connected with terrorism; or
- (j) to be involved (whether directly or indirectly) in any transaction which involves the proceeds of unlawful conduct or which involves proceeds which might be applied for the purposes of unlawful conduct.

The circumstances listed in paragraphs (f) to (j) above are collectively described as **unlawful acts**.

- You must provide all information to ANZ which ANZ reasonably requires in order:
 - (a) to manage anti-money laundering, counter-terrorism financing and economic and trade sanctions risk;
 - (b) to comply with any laws, regulations, or other prohibitions that may be applicable to ANZ with respect any transaction, requested action or obligation applicable to ANZ; or
 - (c) to avoid involvement in any unlawful act.
- You warrant and undertake to ANZ that you will not request ANZ to take any action, or to perform any obligation, in connection with this agreement that might cause ANZ to be involved in any unlawful act on the part of ANZ. Should you become aware that ANZ might become involved in an unlawful act in connection with this agreement, you must immediately tell ANZ of the fact or circumstance that might cause ANZ to be at risk or involvement in an unlawful act. Should you become aware that ANZ has become involved in an unlawful act, as a result of its performance of any action or obligation in connection with this agreement, you must immediately tell ANZ of the facts or circumstances that has caused this to occur.

- You agree that ANZ may disclose any information concerning you to any law enforcement agency or court where required to do so under any law or regulation (including a law or regulation of a foreign place or jurisdiction).

Communications

- You agree that, for the purpose of communications originated or received by us or Customer Assistance or through the Website, and for the purpose of electronic communications received by us or Customer Assistance or through the Website, we or Customer Assistance:
 - may verify your identity by reference to any or all of the information given by you or any changes made to this information; and
 - may proceed on the basis that we or they are dealing with you if satisfied by that verification.
- You must notify us immediately of any change to your contact details either through the Website or by contacting Customer Assistance. You should also contact Customer Assistance if you change your name. We will not be responsible if you do not receive any notice or correspondence that has been sent in accordance with the contact details you have provided.
- We accept no responsibility or liability for late, lost or misdirected Short Message Service (SMS) messages or emails caused by inaccurate provision of personal details by you, or by system constraints or failures experienced by your email or mobile phone service providers.
- By using the Card you agree that ANZ, its subsidiaries and corporate partners may send SMS or email messages to your mobile phone or email address. We are not liable for any loss or damage you suffer as a result of any person other than you accessing those SMS messages or email messages.
- We and our alliance partners may also contact you to inform you of Card updates or promotions via your nominated postal address, email address or mobile number. Any communication will be in line with our Privacy Policy, which can be viewed in full on the Website. You can choose not to receive these communications by letting ANZ know by phone, via the Website or by responding with STOP to communication received via mobile phone.

Changes to these Terms & Conditions

The table below sets out how and when we will notify you of changes to these terms and conditions. You agree that we may notify you of changes by advertisement in major daily or weekend national papers.

We may make the following changes

Introduce a new fee – no less than 30 days notice in writing or by press advertisement

Increase an existing fee or charge – no less than 30 days notice in writing or by press advertisement

Change any other term or condition – as soon as practicable but no later than the day on which the day on which the change takes effect in writing or by press advertisement

Any changes to the terms and conditions can also be viewed on the Website.

Parties

- We have the right to transfer the agreement between you and ANZ, governed by these Terms and Conditions, at any time.
- If we do this, the party to which the agreement is transferred assumes all of ANZ's rights and obligations under the agreement. From then on, references in these Terms and Conditions "we", "ANZ", "the Issuer" or "us" are to be read as references to the party to which the agreement was transferred.
- You cannot transfer any of your rights or obligations under the agreement.
- We may use service providers or agents to perform any function under the agreement and to exercise any or all of ANZ's rights.

The Website

Although considerable effort is expended to make the Website and any other operating communication channels available at all times, no warranty is given that these channels will be available and error free every minute of every day.

You agree that ANZ is not responsible for temporary interruptions in service due to failure beyond its control including, but not limited to, the failure of interconnecting operating systems, computer viruses, forces of nature, labour disputes and armed conflicts.

Governing law

Any legal questions concerning these Terms and Conditions, the agreement between you and ANZ (which is governed by these Terms and Conditions) or the Card will be decided under the laws of Victoria, Australia.

Any legal proceedings concerning these Terms and Conditions, the agreement between you and ANZ (which is governed by these Terms and Conditions) or the Card may be conducted in the courts in Victoria, Australia.

Australia and New Zealand Banking Group Limited (ANZ) ABN 11 005 357 522. Australian Credit Licence Number 234527.
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