

ANZ #WhereYouShopMatters Campaign Terms and Conditions

A. Agreement

1. This document contains the terms and conditions for the #WhereYouShopMatters advertising campaign (“**Campaign**”).
2. The ANZ customer named as the participant in the registration form (“**you**”) must agree to these terms and conditions in order to participate in the Campaign. If you do not agree to, or you fail to comply with, these terms and conditions, you may not participate in the Campaign.
3. These terms and conditions constitute an agreement between you, ANZ and Visa, and may be relied upon by you, ANZ and Visa.

B. Campaign details

4. The Campaign is administered by the Australia and New Zealand Banking Group Limited ABN 11 005 357 522 (“**ANZ**”) of ANZ Centre Melbourne, Level 9, 833 Collins Street, Docklands, Victoria 3008.
5. The Campaign is an advertising campaign comprised of a series of outdoor, print, social and/or digital advertisements that will feature ANZ commercial customers who have been selected by ANZ to participate in the Campaign. The Campaign will commence on a date determined by ANZ in its absolute discretion (approximately on or after 1 November 2021) and will continue for approximately one month unless that period is reduced or extended by ANZ (“**Campaign Period**”).
6. Visa Worldwide Pte Limited and Visa AP (Australia) Pty Ltd (ABN 20 134 885 564 (“collectively, **Visa**”) both of Level 39, International Tower 2, 200 Barangaroo, NSW 2000 have been engaged by ANZ to design and deliver the Campaign on behalf of ANZ. For the avoidance of doubt, Visa does not administer the Campaign.
7. Scaffidi Hugh-Jones Pty Ltd (ACN 126 085 952) trading as Kamber (“**Kamber**”) and Publicis Media Australia Pty Ltd (ABN 40 001 786 858) trading as Starcom Mediavest Group Australia Pty Ltd (“**Starcom**”) have been engaged by Visa to provide marketing services in respect of the Campaign, and may contact you in relation to the Campaign and any advertising content it creates in respect of your business.

C. Campaign registration

8. On or before **Monday, 5pm (AEST) 4 October 2021**, you must:
 - a. complete the registration form prescribed by ANZ available at <https://www.visa.com.au/campaign/anz>; and
 - b. provide to ANZ all information and materials reasonably requested by ANZ including photographs and images relating to your business which comply with the Image Guidelines available at <http://www.visa.com.au/content/dam/VCOM/regional/ap/australia/global-elements/Documents/visa-anz-landing-page-imageguidelines.pdf>.(your “**Registration**”).
9. Incomplete, indecipherable, or illegible Registrations will be deemed invalid and may not be accepted by ANZ.
10. ANZ will make all determinations as to the compliance and appropriateness of Registrations in its sole discretion. You irrevocably agree and acknowledge that ANZ may reject any Registration at any time without assigning any reason whatsoever.

D. Your obligations

11. At all times between the date you agree to these terms and conditions and the last day of the Campaign Period (unless otherwise stated):
 - a. you must:
 - i. be a commercial customer of ANZ;
 - ii. conduct your business in the ordinary course; and

- iii. have a functioning business website with the ability to accept electronic payments from customers;
- b. you (including your officers, employees, agents and contractors) must:
 - i. between the date you agree to these terms and conditions and 3 months after the Campaign Period ends, comply with any directions of ANZ, Visa or Kamber in connection with the creation, delivery or assessment of the Campaign and provide to ANZ, Visa or Kamber any information or assistance as reasonably requested by any of them from time to time, including completing any survey in respect of the Campaign;
 - ii. comply with these terms and conditions and any other agreements between you and ANZ and you and Visa;
 - iii. comply with all applicable laws and regulations;
 - iv. not engage in any conduct or activity that is unlawful or may adversely affect the reputation of you, your business or ANZ;
 - v. notify ANZ immediately after becoming aware of any conduct or activity by you (including your officers, employees, agents and contractors) that is unlawful or may adversely affect the reputation of you, your business or ANZ.

12. You warrant and agree that:

- a. you will not submit any information or material (including photographs) ("**Content**") that is unlawful or fraudulent, or that is in breach of any intellectual property, privacy, publicity or other rights, or that ANZ or Visa reasonably considers is defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
- b. your Content will not contain viruses or cause injury or harm to any person or entity;
- c. you have obtained prior consent from any person or from the owner(s) of any property that appears in the Content;
- d. the Content is your original work or you have obtained full prior consent from any person who has jointly created or has any rights in the Content to the uses contemplated by these Terms and Conditions, and the Content does not infringe the rights of any third party;
- e. you consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that you have the full authority to grant these rights;
- f. you will comply with all applicable laws and regulations, including without limitation, those governing intellectual property, content, defamation, privacy, publicity and the access or use of others' computer or communication systems; and
- g. you and your business are of good, reputable character and you have not engaged in any unlawful conduct or activity.

13. Without limiting any other terms in these Terms and Conditions, you agree to indemnify ANZ and Visa for any loss or damage incurred by them in connection with any of the warranties set out in clause 12 above being incorrect or misleading.

E. Advertising

14. As part of the Campaign, you or your business will be featured in one or more outdoor, print, social or digital advertisements published in Australia. The advertisements may (but are not guaranteed to) include:
- a. an outdoor advertisement (such as a billboard) commissioned by ANZ;
 - b. a Facebook Collection Ad commissioned by ANZ;
 - c. an advertisement published by ANZ via one of ANZ's social media accounts or websites;
or

- d. an advertisement published by Visa via one of Visa's social media accounts or websites.
15. Each advertisement will be published at the discretion of ANZ. ANZ will determine the content, layout, location, time and duration of each advertisement in its absolute discretion. ANZ may remove, modify or cancel the publication of the advertisement at any time for any reason without notice to you.

16. You may be required to:

- a. enter into further agreements with ANZ, Visa, and their respective external advertising agencies, including Kamber and Starcom (on behalf of Visa), in order to facilitate the Campaign;
- b. install analytics tools on your website such as Facebook Pixel in order to measure the effectiveness of the Campaign, and you agree that the results of any such analytics tools will be the property of Visa and ANZ and shall be used by these parties for the purpose of the Campaign; and/or
- c. use third party software (such as Facebook Pixel and Dropbox) in order to participate in and submit your Content for the Campaign. You agree that any use of such third party software will be subject to the terms and conditions applicable to that software and you agree to use that software at your own risk. ANZ and Visa will not be liable for any loss or damage incurred by you in connection with your use of the third party software,

and any such requirements (to the extent they are not already set out in these terms and conditions) will be discussed with you on a case by case basis.

F. Termination, cancellation or modification of the Campaign

17. You acknowledge and agree that ANZ has offered you the opportunity to participate in the Campaign at no additional cost and therefore ANZ reserves the right to cancel, terminate, modify or suspend the Campaign at any time for any reason without notice to you and without incurring any liabilities (to the maximum extent permitted by law).

G. Intellectual property

18. By submitting your Registration and agreeing to these terms and conditions, you hereby grant to each of ANZ and Visa, and their respective affiliates and sub-licensees, a non-exclusive, irrevocable, perpetual, royalty-free, worldwide licence ("**Licence**") to use, reproduce, distribute, display, perform, redact, edit, republish, sublicense, translate, copy and create derivative works from the Content for the purpose of featuring you and your Content in all materials developed in connection with the Campaign, in any media now known or hereafter developed (including, without limitation, in printed materials, on television or other broadcast media, on Visa's and ANZ's websites and/or other digital channels, on Visa's and ANZ's social media pages, in paid sponsored posts and in Visa's and ANZ's external and/or internal materials developed in connection with the promotion, advertising and marketing of Visa or ANZ and its products and services) and/or in any other field or medium without any payment, compensation or further notification to or permission from you. Pursuant to the grant of the Licence as aforesaid, for the avoidance of doubt you consent to ANZ and Visa, and anyone acting on behalf of ANZ or Visa, doing any act in accordance with the Licence that would otherwise constitute an infringement of any moral or intellectual property rights that you or any other relevant party may have with respect to the Content.

H. Exclusion of liability

19. You agree that to the maximum extent permitted by law ANZ, Visa and their respective affiliates will not be liable for any direct loss or damage caused in connection with the Campaign unless that direct loss or damage is caused by the negligence, fraud or wilful default by ANZ, Visa or their respective officers, employees, agents or contractors. In no circumstances will ANZ or Visa be liable for consequential loss or damage (including, without limitation, loss of opportunity or loss of goodwill).
20. You agree to discharge and indemnify ANZ and Visa and their respective affiliates from and against all claims, proceedings, claims, demands, damages, liabilities, costs and expenses (including any costs that ANZ, Visa or their affiliates may reasonably incur) arising from or in any

way relating to any breach by you of these terms and conditions or any wrongful or illegal act or omission in relation to the Campaign, howsoever caused.

I. Privacy and confidentiality

21. ANZ and Visa collect personal information (“PI”) in order to conduct their businesses and the Campaign and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and, as required to Australian regulatory authorities. Registration is conditional on providing this PI and if you do not provide that PI, you will not be eligible to register. ANZ and Visa may also collect PI about you from each other in connection with the Campaign. ANZ and Visa will also otherwise collect, hold, use, disclose and handle PI as set out in their respective Privacy Policies, which can be viewed at <https://www.anz.com.au/privacy/centre/policy/> (for ANZ) and <https://www.visa.com.au/legal/privacy-policy.html> (for Visa). In addition to any use that may be outlined in their respective Privacy Policies, ANZ and Visa may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning you, and by registering you give your express consent to the use of your PI for these purposes. Each of ANZ's and Visa's respective Privacy Policy also contains information about how you may opt out of marketing communications, how you may access, update or correct your PI, how you may complain about a breach of the Australian privacy laws or any other applicable law and how those complaints will be dealt with. All registrations become the property of ANZ and Visa. ANZ and Visa may disclose PI to related bodies corporate in Singapore and the United States.
22. ANZ and Visa will disclose PI to selected partners, Kamber and Starcom, who will use the information for purposes related to the delivery and administration of the Campaign. For details on how PI will be handled by such partners, please review their privacy policies at <https://www.starcomww.com/privacy-policy> and <https://www.kamber.com.au/privacy-policy>.
23. Without limiting the foregoing, you agree that:
 - a. Visa may disclose to ANZ de-identified VisaNet transaction data relating to your ANZ Visa card(s), for the purpose of assessing the Campaign;
 - b. Visa may disclose to ANZ, de-identified VisaNet data relating to your Visa card(s) for the purpose of assessing the Campaign; and
 - c. ANZ may disclose to Visa, de-identified transaction data relating to your deposit account balance (if held), for the purpose of assessing the Campaign.
24. If you disclose personal information about someone else or direct someone else to give their personal information to ANZ or Visa, you agree to show that person a copy of clauses 21, 22 and 23 so that person understands the manner in which their information may be used or disclosed.
25. You agree that ANZ and Visa may (subject to complying with clauses 21, 22 and 23 above) disclose the Content to each other and Kamber for the purposes of administering and assessing the Campaign.

J. General conditions

26. Your rights under these terms and conditions and the opportunity to participate in the Campaign are not transferrable or exchangeable.
27. Any taxes or costs associated with submitting a Registration and with participation in the Campaign are your sole responsibility.
28. The laws of New South Wales, Australia apply to the Campaign (including the registration and selection process) to the exclusion of any other law. Registrants submit to the exclusive jurisdiction of the courts of New South Wales, Australia.