

ANZ YOUR SAY – TERMS AND CONDITIONS

In these terms:

- “we” or “ANZ” means ANZ Bank New Zealand Limited
- “you” means you, the person that we have invited to participate in our online Your Say research panel surveys and discussion groups, or visiting our Your Say website

Application of terms and conditions:

ANZ welcomes you to its Your Say website. These terms and conditions apply to your use of this website and your participation in our Your Say online research programme. The ANZ Your Say Privacy Policy applies in conjunction with these terms and conditions. By viewing the pages of the ANZ Your Say website you acknowledge that you have read and accepted the terms and conditions in these documents.

The ANZ Your Say terms and conditions only govern ANZ Your Say. They do not alter or affect any other policies or terms and conditions that apply when ANZ provides you or your organisation with financial products or services.

Membership of Your Say:

In order to qualify as a member of Your Say you must:

- (a) be a current customer of ANZ or work for a business that is a customer of ANZ;
- (b) be at least 15 years old;
- (c) complete an introductory survey (providing your full name and email address), which we will use to determine your suitability for the Your Say research panel; and
- (d) be accepted by ANZ as a Your Say research panel member. ANZ has discretion to determine membership of Your Say.

In the event that you do not qualify to become a Your Say research panel member, any personal information that you have provided to us during the registration process and in the introductory survey (such as your name and email address) will be deleted from the Your Say database, and will not be used by ANZ. Any aggregated information arising out of your participation in Your Say surveys or discussions may still be kept, but you will not be identifiable.

ANZ may use any personal information you have given to ANZ in your capacity as an ANZ customer, or working for a business that is a customer of ANZ, and outside of Your Say in accordance with the ANZ Privacy Statement, including to send you communications from ANZ (unless you have indicated otherwise).

Please refer to our Frequently Asked Questions for further information in relation to the Your Say research programme. The FAQs form part of these terms and conditions.

Ending your Your Say membership:

You may end your Your Say membership at any time by clicking on the “Unsubscribe” link at the bottom of your survey or online discussion invitations or by emailing support@yoursay.anz.co.nz with “Request Remove” in the subject line.

Once you have unsubscribed from Your Say, any personal information that is no longer necessary for maintaining your unsubscribed status will be deleted and not be further used by ANZ. Any aggregated information arising out of your participation in Your Say surveys or discussions may still be kept but you will not be identifiable.

By ending your membership with Your Say, you will be removed from the Your Say mailing list. ANZ may use any personal information you have given to ANZ in your capacity as an ANZ customer and outside of Your Say in accordance with the ANZ Privacy Statement, including to send you communications from ANZ (unless you have indicated otherwise).

Use of our Your Say website:

ANZ provides the Your Say website with reasonable care and skill however ANZ does not warrant or represent that the website will operate on a continuous or fault free basis, or that it will be free of viruses or other harmful material.

The information provided on this website has been supplied by ANZ, unless otherwise indicated. Whilst every endeavour has been made to ensure that the information supplied is accurate and up

to date, errors and omissions may occur. ANZ does not accept any liability for any loss or damage which may directly or indirectly arise as a result of any advice, opinion, information, representation, error or omission, whether negligent or otherwise, contained on this website, or for any delay or interruption when using the Your Say website.

Participation in Online Surveys and Discussions

As a member of Your Say, ANZ or one of our Service Providers working with ANZ on the Your Say panel, may contact you from time to time to take part in market research surveys and discussions about ANZ's products, services, marketing and ideas.

The online surveys and discussions you will be invited to participate in may be conducted by ANZ, or other market research companies who have been engaged by ANZ to conduct that survey or discussion on its behalf. By registering as a member of Your Say, you consent to your personal information being treated and used in accordance with the ANZ Your Say Privacy Policy, which includes that your personal information (such as your name and email address) and your responses to that survey or discussion may be collected, disclosed to and managed by such third parties for the purpose of administering and conducting research on behalf of ANZ.

Any responses you provide will be aggregated with the responses of other participants. We will not disclose your individual responses in a manner that identifies you without your prior consent.

Your contribution and feedback is very important because it will help ANZ to improve the products and services it offers to its customers. Your participation in ANZ's market research surveys or online discussions is at your discretion.

Your obligations:

You must ensure that:

- a) you will only register for Your Say once;
- b) you do not use the Your Say website in breach of any legislation or for any unlawful act, or do anything to damage or disrupt the Your Say website or any other website operated by ANZ;
- c) all information you supply to ANZ is accurate and complete;
- d) you keep all passwords, logins, usernames and PINs and any other security information that we provide to you confidential and you do not disclose the same to any third party.

Intellectual property:

ANZ or its Service Providers own all copyright and other intellectual property rights in the Your Say website and the information contained in it. Everything on the Your Say website is copyrighted unless otherwise noted. You may not copy, modify, store or display for redistribution to third parties or for commercial purposes any part of this Your Say website without ANZ's express permission. Non-commercial personal use of the Your Say website is welcomed, provided that you do not remove any copyright, trademark or other intellectual property contained in the content.

Links:

Any sites linked to this Your Say website are not under the control of ANZ. ANZ is not responsible for, and makes no representations or warranties concerning, the contents of any linked site or any link contained in a link site. ANZ provides links to you as a convenience only and the inclusion of any link does not imply endorsement, investigation or verification of the linked site by ANZ.

Security:

Please do not at any stage disclose any of your specific bank account, card, online banking or phone banking details in surveys, online discussions or in emails to support@yoursay.anz.co.nz. This includes things such as account number, customer number, credit card number, debit card number, PIN or password. ANZ Your Say will never request this information from you.

Prize draw terms and conditions:

The terms and conditions for any prize will be specified in the survey or online discussion invitation email.

Changing these terms and conditions:

We may change these terms and conditions at any time by adding to, removing or amending the existing terms. Amendments may take the form of completely new terms and conditions. We will inform you about any changes that we make by posting updated terms and conditions on our Your

Say website. Changes will be effective from the date that the updated terms and conditions are posted.

Governing law:

This website is governed by and is to be interpreted in accordance with the laws of New Zealand.

Contact us:

If you have any questions about these terms and conditions or about Your Say generally please contact us at support@yoursay.anz.co.nz.