

# SMARTYPIG ACCOUNT TERMS AND CONDITIONS

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## Introduction

The SmartyPig Account is a deposit product offered by Australia and New Zealand Banking Group Limited (ANZ) ABN 11 005 357 522. "SmartyPig" is a trademark owned by SmartyPig LLC, which is licensed to ANZ.

### References to "we", "our", "us" or "ANZ"

References in these terms and conditions to "we", "our", "us" or "ANZ" are to Australia and New Zealand Banking Group Limited ABN 11 005 357 522.

### Definitions

Account – is the SmartyPig Account which is a deposit product issued and offered by ANZ. An Account Holder can set up multiple Accounts.

Account Holder – means the person in whose name an Account is set up and who owns the Account.

ANZ account – means an account issued and offered by ANZ in addition to an Account.

Cleared Funds – a deposit made to an Account from your Funding Source will generally clear overnight, however, in some cases this may take up to 3 business days.

Funding Source - means the personal transaction or savings account with an Australian financial institution nominated by an Account Holder.

Pending Funds – funds are pending until cleared. You are not able to redeem funds in your Account that are pending.

Retail Gift Card – means a card that is issued by one of the retail partners.

Savings Goal(s) – means a financial goal or goals nominated by an Account Holder in respect of an Account.

SmartyPig Gift Card – means a physical gift card or electronic gift order that can be purchased on the SmartyPig website.

SmartyPig website – means [www.smartypig.com.au](http://www.smartypig.com.au)

User Profile – is a collection of information about a User including their profile and account information.

View Only User – is invited by an Account Holder to view the Account Holder's Account information, subject to the restrictions set out in these terms and conditions.

## **SmartyPig structure**

- In order to open an Account, you need to create a User Profile on the SmartyPig website.
- Once a User Profile is created, you can open an Account on the SmartyPig website. Each Account will have a unique name chosen by you and you will be provided with an Account number.
- Once you have opened an Account, you must nominate at least one Savings Goal for that Account.

## **Read your terms and conditions**

You should read all of the relevant terms and conditions that are provided to you and ask us about any issues that concern you.

In addition to this document, other terms and conditions, including those implied by law shall apply. To the extent permitted by law, this document shall prevail in the event of any inconsistency. If the law implies terms and conditions that cannot be excluded, our liability under those implied terms and conditions will be limited to the maximum extent permitted by law.

## **Code of Banking Practice**

We are bound by the Code of Banking Practice when we provide products and services to you, if you are an individual.

# Section 1 – How to open a SmartyPig Account

## 1.1 Eligibility

You can only open an Account if you are:

- an individual of at least 12 years of age and you use your Account(s) wholly and exclusively for your personal or domestic use; and
- an Australian resident living in Australia or a foreign citizen living in Australia (that is, you are an Australian tax resident); and
- the holder of at least one personal transaction or savings account with an Australian financial institution (“**Funding Source**”).

Your Funding Source must be held in exactly the same name as your Account.

Your Funding Source may not be a credit card, passbook or any account that does not have a valid BSB and account number.

An Account cannot be held jointly with one or more persons nor can Accounts be held in trust. An Account may not be opened or used for business purposes.

Note: Once you open an Account, you will need to nominate your first Savings Goal within 14 days. Failure to do so, will cause your User Profile to be locked. To unlock your User Profile, you will need to call us on 1800 267 808 between 8.00am-6.00pm (AEST), Monday to Friday. When you call us, we will need to verify your identity before unlocking your User Profile.

## 1.2 Persons under the age of 12

You must be 12 years or older to open an Account. However, you do not have to be over 12 years of age to be a View-Only User.

For more information about View-Only Users, please refer to section 2.12.

## 1.3 Account enquiries

For all enquiries in relation to your Accounts, please contact us on, 1800 267 808 between 8.00am-6.00pm (AEST), Monday to Friday.

## **1.4 Tax File Number**

Federal law provides that all accounts earning deposit interest in a tax year may be subject to Tax File Number (TFN) legislation. It is not compulsory for you to provide your TFN. However, if you choose not to do so, we are required to deduct withholding tax from any interest earned unless you are in an exempt category.

Withholding tax is calculated at the highest marginal tax rate plus the Medicare Levy.

We will preserve the confidentiality of your TFN, which can be recorded for all of your Accounts, in accordance with the Privacy Act.

## **1.5 Government charges**

Government charges or duties, which are levied for account activity, are debited to your Account and shown on your Account statement(s). These charges may vary according to each State or Territory.

## **1.6 Identification**

Federal Government legislation requires us to verify the identity of any person opening a new Account.

You must satisfy any identification requirements we specify, including the provision to us of material or acceptable documents which establish your identity, such as documents that contain your photograph or signature.

## **1.7 User Registration**

To create a User Profile you will need to provide your:

- Residential address
- Previous residential address if less than two years at current address
- Email address
- Date of birth
- Gender
- Daytime and evening phone number
- Employment /student status

## Section 2 Operation of Accounts

### 2.1 Deposits

Deposits may be made to your Account as follows where your Savings Goal is designated as “Public” (refer to sections 2.9 -2.10 for further information about “Private” and “Public” Savings Goals):

- by the monthly transfer of funds from your Funding Source pursuant to the Funding Source Direct Debit Request;
- by the electronic transfer of funds by you from your Funding Source;
- by the electronic transfer of funds by an Account Holder from their Funding Source;
- by the payment by you or any third party by credit card;
- by means of a SmartyPig Gift Card (see section 2.14 for further details).

Deposits may be made to your Account as follows where your Savings Goal is designated as “Private” (refer to sections 2.9 -2.10 for further information about “Private” and “Public” Savings Goals):

- by the monthly transfer of funds from your Funding Source pursuant to the Funding Source Direct Debit Request;
- by the electronic transfer of funds by you from your Funding Source;
- by the payment by you by credit card;
- by means of a physical SmartyPig Gift Card (see section 2.14 for further details).

You can establish multiple Funding Sources for an Account, however only one Funding Source can be linked to a Savings Goal. The Funding Source for a Savings Goal cannot be changed once the Funding Source has been linked. If you want to change the Funding Source, you will need to close the Savings Goal and open a new Savings Goal and link the new Funding Source.

Electronic transfers from a Funding Source (with the exception of any transfers pursuant to the Funding Source Direct Debit Request) and payments by credit card to an Account must be “accepted” or “declined” within 90 days from the date the electronic transfer or payment is made in order for the funds to be deposited into your Account.

In order to “accept” or “decline” an electronic transfer from a Funding Source or payment from a credit card to an Account, you must go to the SmartyPig website and confirm “acceptance” of, or “decline”, the electronic transfer or payment into your Account.

Where a transfer or payment is:

- “declined”;
- expired; or
- is not “accepted” prior to a Savings Goal being closed,

we will make reasonable attempts to return the transferred funds or payment to its originating source. If these attempts are unsuccessful, we will deal with the funds as required by law.

It is your responsibility to “accept” or “decline” any electronic transfers, credit card payments or SmartyPig Gift Cards before closing a Savings Goal or within the timeframes set out in these terms and conditions.

## **2.2 Withdrawing or transferring money**

In order to withdraw or transfer funds from your Account, including any accrued interest, you will need to reach your Savings Goal(s) or close your Savings Goal(s).

When you reach or close a Savings Goal, you have the option of acquiring a Retail Gift Card using the funds and accrued interest (less any government charges) saved in respect of that Savings Goal or having the available funds transferred to the Funding Source linked to that Savings Goal. Within the first 90 days from the date your Savings Goal is nominated, the only means by which you can withdraw or transfer funds relating to that Savings Goal is to have the funds transferred to the linked Funding Source.

Retail Gift Cards can only be acquired for specified denominations. Any funds relating to a Savings Goal that are in excess of the value of the Retail Gift Card, can be transferred to the linked Funding Source or used to acquire an electronic SmartyPig Gift Card.

## **2.3 Processing of deposits to your Account**

Deposits to your Account are pending until cleared. A deposit made to your Account will generally clear overnight, however, in some cases this may take up to 3 business days. Interest will accrue once funds have cleared. Where a deposit is reversed for any reason after funds have cleared, any interest accrued will not be paid.

You are not able to redeem or draw upon funds that are pending.

Pending transactions can be viewed in the Transaction History section of your Savings Goal on the SmartyPig website.

Note: a funds transfer to an Account from a credit card may be treated as a cash advance by the credit card provider and incur fees and charges. Please see the Terms and Conditions of your credit card or refer to your credit card provider for details.

## **2.4 Interest**

Details of current interest rates applicable to your Account are available:

- from the SmartyPig website;
- by contacting us via email at [support@smartypig.com.au](mailto:support@smartypig.com.au);
- or
- by calling our Customer Service Centre on, 1800 267 808 between 8.00am-6.00pm (AEST), Monday to Friday.

## **2.5 Interest calculations and payments**

Interest will be calculated on the daily closing balance of your Account and is credited to your Account quarterly in arrears (based on the anniversary of the Account opening).

The daily interest rate is the annual rate divided by the number of calendar days in the year.

Interest that accrues on the funds in your Account does not count towards a Savings Goal.

## **2.6 Funding Source Direct Debit Request – Client Service Agreement**

The Funding Source Direct Debit Request (DDR) is a document completed by you to authorise the monthly transfer of funds from your Funding Source to your Account for your nominated Savings Goal.

### **Client Service Agreement**

The Client Service Agreement sets out the terms on which we agree to transfer funds from your Funding Source to your Account for your nominated Savings Goal:

1. Where a transfer falls on a non-business day, the amount will be transferred on the next business day.
2. Information relating to your Funding Source will not be viewable by users of the SmartyPig website, other than View-Only Users.
3. You may terminate the Funding Source DDR at any time by giving written notice directly to us, or through the Australian financial institution with which you hold the Funding Source.
4. You may request deferment or alteration to payments under the Funding Source DDR by contacting us.
5. If you close a Savings Goal, this will also terminate the Funding Source DDR in relation to that Savings Goal.
6. If you edit a Savings Goal, this will alter the payments made by you under the Funding Source DDR.
7. Subject to our right to terminate your Funding Source DDR in accordance with clause 8, we will not change any details of drawing arrangements without giving you at least fourteen (14) days written notice.
8. We reserve the right to terminate your Funding Source DDR for whatever reason in our absolute discretion.
9. We reserve the right to terminate the Funding Source DDR if two or more attempted transfers are returned unpaid from the Australian financial institution with which you hold the Funding Source.
10. If you consider that a transfer has been incorrectly made, you should contact us or lodge a direct debit claim through the Australian financial institution with which you hold the Funding Source. We will determine whether the transfer was

correct, and if not, arrange for an adjustment. If we determine that the transfer was correct, you will be told why.

11. You must ensure there are sufficient cleared funds available in the Funding Source to meet each transfer on its due date. It is your responsibility to advise us if your Funding Source is closed.
12. You must ensure that the Funding Source allows funds transfers. You should check this directly with the Australian financial institution with which you maintain the Funding Source.
13. You should not close or alter the Funding Source without informing us of the details of your new Funding Source.
14. We enable you to initiate the Funding Source DDR over the Internet. By electing to take up our offer to initiate the Funding Source DDR over the Internet, you acknowledge and accept the risks associated with providing instructions over the Internet and agree that you are responsible for keeping safe and maintaining the confidentiality of any security devices or measures utilised in relation to the initiation of the Funding Source DDR (including without limitation, the user identification and passwords).

## **2.7 Provision of credit**

We do not agree to provide any credit in respect of your Accounts.

## **2.8 Statements**

We will issue you with a monthly electronic statement for each of your Account(s). You may also obtain information regarding your account balance and transaction history by accessing your Account information on the SmartyPig website.

If you require paper statements, they will be issued every six months at a cost of \$2.50 per page. The total cost of a paper statement will be debited to the Account to which the statement relates.

Interim paper statements can be requested on an ad-hoc basis at a cost of \$25 per statement. The cost of a paper statement will be debited to the Account to which the statement relates.

You must carefully review your statements so you are aware of the status of your Accounts. If you believe there are errors or unauthorised transactions shown on your statement, you must contact us as soon as possible by calling 1800 267 808.

## **2.9 Private Savings Goals**

You can designate your Savings Goals as “Private” on the SmartyPig website. Private Savings Goals will only be viewable by you and any View-Only Users. Private Savings Goals will not be searchable under the “Friends’ Goals” tab on the SmartyPig website (<http://www.smartypig.com.au/friends-goals>).

## **2.10 Public Savings Goals**

In the course of using the SmartyPig website, you may provide information about your Savings Goals, which may be visible to other users of the SmartyPig website. You understand that by designating a Savings Goal as “Public” on the SmartyPig website, you are granting to us a perpetual and irrevocable license to display your Public Savings Goal page(s) and individual Savings Goal information to other users of the SmartyPig website until the Savings Goal has been met or you change the status of the Savings Goal to “Private”.

Users of the SmartyPig website can locate your Public Savings Goal(s) by searching using your email address or the email address of a View-Only User of that Savings Goal under the “Friends’ Goals” tab of the SmartyPig website (<http://www.smartypig.com.au/friends-goals>).

Furthermore, you understand that we reserve the right to reformat, remove, or translate any information unsuitable for public viewing. You understand that all information publicly posted or privately transmitted through the SmartyPig website is the sole responsibility of the person from whom such content originated and that we will not be liable for any errors or omissions in any content.

Additionally, we do not guarantee the authenticity of any information that users may provide about themselves on the SmartyPig website.

## **2.11 Editing A Savings Goal**

You can edit a Savings Goal at anytime on the SmartyPig website. For example, you can change the name of your Savings Goal and the date by which you wish to achieve your Savings Goal.

## **2.12 View-Only Users**

You can invite View-Only Users to view your Accounts.

After receiving an invitation, View-Only Users need to create a User Profile to be able to view your Accounts (if they do not already have a User Profile).

View-Only Users:

1. do not have access to or ownership of the funds or interest earned in an Account;
2. are not allowed to add/edit or delete Funding Sources, Savings Goals or other View-Only Users.

We will not be liable to you for any conduct by a View-Only User.

An invitation to a View-Only User will expire after 30 days if a User Profile has not been created.

## 2.13 Delete A View-Only User

You can log onto your User Profile on the SmartyPig website and withdraw permission for a View-Only User to view your Accounts.

In the event that a View-Only User no longer wants access to your Accounts, they will need to contact us on 1800 267 808 between 8.00am-6.00pm (AEST), Monday to Friday.

## 2.14 SmartyPig Gift Cards

A SmartyPig Gift Card can be purchased by an Account Holder or any person using a credit card.

A SmartyPig Gift Card can be purchased by an Account Holder using a Funding Source.

A SmartyPig Gift Card can be granted to any person, including someone who is not an existing Account Holder. However, in order to obtain payment of the gift, the recipient of the SmartyPig Gift Card must open an Account (if they do not have an existing Account) and nominate a Savings Goal.

The recipient must “accept” or “decline” the SmartyPig Gift Card (a physical SmartyPig Gift Card cannot be “declined”) by completing an electronic instruction on the SmartyPig website. Where a SmartyPig Gift Card is “accepted”, the recipient must also instruct us to make payment of the gift to the nominated Savings Goal. The instructions must be made in the manner specified by us from time to time on the SmartyPig website.

Risk of loss and title to a SmartyPig Gift Card passes to the purchaser on transfer. We are not responsible for any loss or damage resulting from lost or stolen SmartyPig Gift Cards or use without the purchaser’s or recipient’s permission. We make no warranties, express or implied, with respect to SmartyPig Gift Cards and disclaim any warranty to the maximum extent permitted by law. SmartyPig Gift Cards are not for resale, are not redeemable for cash (except as required by law) and have no value until the recipient provides an electronic instruction requesting payment in accordance with these terms and conditions.

At the time of purchase, the purchaser must provide the recipient’s address (for a physical SmartyPig Gift Card) or email address (for an electronic SmartyPig Gift Card). The purchaser is responsible for ensuring that the address or email address provided, as the case may be, is correct and current. The purchaser bears the risk in the event the purchaser supplies an incorrect address or email address. The purchaser will not be entitled to any refund, and an intended recipient will not be entitled to a replacement SmartyPig Gift Card where the Card is received by a person, other than the intended recipient, due to the purchaser supplying an incorrect address or email address.

### **Electronic SmartyPig Gift Cards:**

An electronic SmartyPig Gift Card can be purchased on the SmartyPig website in whole dollar increments from \$10 to a maximum of \$500.

The recipient will receive notification via the email address specified by the purchaser of the SmartyPig Gift Card once the funds used to purchase the Card have cleared.

Credit card purchases generally take one business day to clear and purchases made with a Funding Source will generally take three business days to clear.

Electronic SmartyPig Gift Cards expire 90 days from the date of purchase.

Where an electronic SmartyPig Gift Card is “declined” by the recipient or expires, we will attempt to credit an amount equal to the face value of the Card back to the Funding Source or credit card used to purchase the Card. If these attempts are unsuccessful, we will deal with the funds as required by law.

### **Physical SmartyPig Gift Cards:**

A physical SmartyPig Gift Card can be purchased on the SmartyPig website in denominations of \$10, \$20, \$50, \$100 and \$500 and will be delivered, at a cost of \$2.50 per Card, to the address nominated by the purchaser.

- Physical SmartyPig Gift Cards expire:
  - on the expiration date shown on the Card; or
  - if there is no expiration date shown on the Card, 12 months after the date the Card was purchased.

Where a physical SmartyPig Gift Card expires, the funds used to purchase the Card will be forfeited.

## **2.15 Retail Gift Cards**

Where you reach a Savings Goal or close a Savings Goal and acquire a Retail Gift Card, you will be required to read and agree to the terms and conditions pertaining to the specific Retail Gift Card. Terms and conditions are retailer specific and will vary.

Retail Gift Cards cannot be redeemed for cash. We are not responsible for lost or stolen Retail Gift Cards. For security reasons, a Retail Gift Card may not be acquired within the first 90 days of nominating a Savings Goal.

If the event that a Retail Gift Card purchased by you is unavailable, we may return the funds to you by transferring them to your Funding Source.

Retail Gift Cards can only be acquired for specified denominations. Any funds relating to a Savings Goal that are in excess of the value of the Retail Gift Card, can be transferred to the linked Funding Source or used to acquire an electronic SmartyPig Gift Card.

## **2.16 Editing Your Profile**

You may edit your User Profile at any time on the SmartyPig website.

For security reasons, if you change your email address, we will send a confirmation email to both the old and new email address specified.

If you receive a confirmation of change of email address and you have not authorised the change, please contact us on 1800 267 808.

If a View-Only User edits their User Profile, an email and notification will be sent to you.

## **2.17 Editing Your Avatar**

You may upload your own avatar image. All avatar image uploads are placed into pending status and reviewed by us. Your image will be re-sized to 48 x 48 pixels if it isn't already. The following file formats will be accepted: .jpeg, .jpg and .gif. You must not upload images, which are unlawful, abusive, obscene, discriminatory, or otherwise objectionable. We reserve the right to reject your image upload. We will approve or deny your image by the next business day. Once approved, your image will be activated in your account profile.

## **2.18 Inviting Friends**

In order to invite others to your "friends" list, you will initiate an invitation from the SmartyPig website that they be added as a friend. This information will be used by us to send your invitation, including any message that you specify. Your friend can then accept or decline the invitation.

The names and email addresses of people that you invite will be used only to send your invitation. Invitations to friends expire after 30 days unless they go to the SmartyPig website, accept the invitation and create a User Profile in accordance with these terms and conditions. The names of your friends who have accepted your invitation and created their own User Profile will be displayed on the "My Friends" page of your User Profile, the "Friends' Goals" tab and on the Public Savings Goals pages of the SmartyPig website.

## 2.19 Stop or Change a Recurring Transaction

When a Savings Goal is reached, the monthly transfer of funds from your Funding Source to the Savings Goal will no longer occur unless an edit to the Savings Goal is made. Funds will continue to earn interest while they remain in your Account.

## 2.20 Fees

The following fees apply:

Purchasing a physical or electronic SmartyPig Gift Card with a credit card - a 1.5% processing fee per transaction will be charged to the purchaser.

For physical SmartyPig Gift Cards, a shipping cost of \$2.50 per SmartyPig Gift card will apply.

Electronic statements will be provided monthly at no charge.

For regular 6 monthly paper statements, a fee of \$2.50 per page will apply.

For interim paper statements (outside the normal statement cycle), a fee of \$25 will apply.

## 2.21 Limitations, Minimums and Maximums

Please note the following requirements apply in respect of each Account:

- The minimum goal for a Savings Goal is \$250.00.
- The maximum goal for a Savings Goal is \$100,000.00 (note - \$100,000.00 is also the combined maximum amount that you can save across your Accounts).
- An initial deposit is required to nominate a Savings Goal - the minimum is \$10.00 and the maximum is \$10,000.00.
- Each Savings Goal must have a monthly transfer of funds from a Funding Source pursuant to the Funding Source DDR. The minimum transfer per month is \$10.00 and the maximum is \$10,000.00.
- The maximum aggregate daily contribution to one or more Public Savings Goal(s) by an individual is \$10,000.00.
- Physical SmartyPig Gift cards are offered in \$10.00, \$20.00, \$50.00, \$100.00 and \$500.00 denominations.
- The electronic SmartyPig Gift Card minimum is \$10.00 and the maximum is \$500.00. You cannot send an electronic SmartyPig Gift Card to the same email address using the same credit card within a 24-hour time period.
- The minimum deposit to an Account towards a nominated Savings Goal by electronic transfer from a Funding Source or payment from a credit card is \$10.00 and the maximum is \$500.00. You cannot contribute to a nominated Savings Goal using the same credit card within a 24-hour time period.

- For your security, funds will not be available for transfer from your Account until all pending transactions have cleared.

We may disallow a transaction that exceeds these limitations.

## **2.22 Timelines**

Please note that the following timelines apply:

- You must complete the creation of a User Profile within 30 days from the date when creation of the User Profile was commenced on the SmartyPig website.
- You must open a SmartyPig Account within 14 days of us verifying your identity.
- You must confirm an email address provided at the time of opening an Account within 14 days from the date when you provided the email address.
- The time taken to process and transfer funds to your linked Funding Source is up to 5 business days once all pending transactions have cleared.

## **2.23 Stop a Savings Goal**

You can stop a Savings Goal by:

- Calling customer support on 1800 267 808 to have a temporary hold placed on the transfer of funds to your Savings Goal pursuant to the Funding Source DDR;
- Terminating the Funding Source DDR in relation to the Savings Goal by giving written notice directly to us, or through the Australian financial institution with which you hold the Funding Source.

## **2.24 Closing an Account**

An Account cannot be closed until all Savings Goals have been stopped/closed in relation to that Account. To close an Account, you must contact us on 1800 267 808 between 8.00am-6.00pm (AEST), Monday to Friday.

Only you, as the Account Holder may close a Savings Goal.

## **2.25 Deactivate your User Profile**

To deactivate your User Profile, you must contact us on 1800 267 808 between 8.00am-6.00pm (AEST), Monday to Friday. Your User Profile cannot be deactivated until all Savings Goals have been stopped/closed.

Upon verification of your identity, your Account(s) will be locked and your User Profile will be processed for deactivation. This process may take 2-4 weeks.

## **2.26 Overdrawn Accounts**

In the event that an Account becomes overdrawn, you must repay to us the overdrawn amount and any associated fees within seven days of the date of overdrawing.

## **2.27 Inactive Account**

If you do not operate an Account for seven years and there is \$500 or more in the Account, we are required by law to send your money to the Government as unclaimed money.

## **2.28 Our right to combine Accounts / ANZ accounts**

We can combine the balances of two or more of your Accounts, including any ANZ accounts, even if the Accounts and ANZ accounts are at different branches or in joint names. This may happen when one of your Accounts or ANZ accounts, is overdrawn or is in debit and another is in credit. The credit balance in one Account or ANZ account can be used to repay to us the debit balance in another Account or ANZ account. We will promptly inform you if we have combined any of your Accounts or ANZ accounts. We need not notify you in advance. You should not treat your Accounts or ANZ accounts as combined unless we have agreed to such arrangement.

## **2.29 Changing Your Name or Personal Details**

You should notify us promptly of any changes to your name or personal details. We will not be responsible for any errors or losses associated with these changes where we have not received prior notice. Please notify us in writing of any changes by sending an email to: [support@smartypig.com.au](mailto:support@smartypig.com.au)

Notice will be deemed to have been given by you when the email is received by us at the designated email address and not at the time that the email is sent.

## 2.30 Your conduct

You understand and agree not to use the SmartyPig website to:

- Post or upload images, content or initiate communications which are unlawful, libelous,
- Abusive, obscene, discriminatory, or otherwise objectionable.
- To violate any laws or for any illegal purpose.
- Falsely state, impersonate, or otherwise misrepresent your identity, including but not limited to the use of a pseudonym, or misrepresenting your current or previous positions and qualifications, or your affiliations with a person or entity, past or present.
- Upload, post, email, transmit or otherwise make available any content or initiate communications which include information that you do not have the right to disclose or make available under any law or under contractual or fiduciary relationships (such as insider information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements).
- Upload, post, email, transmit or otherwise make available any content or initiate communication that infringes upon patents, trademarks, trade secrets, copyrights or other proprietary rights.
- Upload, post, email, transmit or otherwise make available any unsolicited or unauthorised advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation. This prohibition includes but is not limited to a) Using invitations to send messages to people who don't know you or who are unlikely to recognise you as a known contact; b) Using the SmartyPig website to connect to people who don't know you and then sending unsolicited promotional messages to those direct connections without their permission; and c) Sending messages to distribution lists, newsgroup aliases, or group aliases.
- Upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.
- Stalk or harass anyone.
- Forge headers or otherwise manipulate identifiers in order to disguise the origin of any communication transmitted through SmartyPig.
- Post content in fields that are not intended for that content. Example: Putting an address in a name or title field.
- Interfere with or disrupt us or servers or networks connected to us, or
- Disobey any requirements, procedures, policies or regulations of networks connected to us.

## Section 3 Miscellaneous

### 3.1 Changes to fees and charges, interest rates and these Terms and Conditions

The table below sets out how and when we will notify you of changes to your Accounts. You agree that we may notify you of certain changes by advertisement in major daily or national newspapers.

We may make the following changes:

	Minimum number of days notice	Method of notice
Introduce a new fee	30 days	In writing or electronically
Increasing an existing fee or charge	30 days	In writing or electronically or by press advertisement
Change the method by which interest is calculated or the frequency with which interest is debited or credited	30 days	In writing or electronically
Change the interest rate	Day of change	In writing or electronically or by press advertisement
Change any other term or condition, the name of interest rates, accounts or publications	Day of change	In writing or electronically or by press advertisement

### 3.2 Account closure / Account transfer

In addition to any other rights we have set out in these terms and conditions, we may exercise our discretion to close your Accounts due to unsatisfactory conduct or for any other reason we consider appropriate.

We also have the right, in our absolute discretion, to close your Accounts and to transfer you to an ANZ account.

You agree that you will sign any documents and take any steps reasonably required by us to transfer you to an ANZ account if the Accounts will no longer be issued or offered by ANZ.

You agree that you will not make any claim or demand against us in relation to any matter arising from the closure of your Accounts or your transfer to an ANZ account.

### **3.3 Maintenance**

We reserve the right to perform maintenance, updates and/or lock the SmartyPig website as necessary at anytime. We are not be liable to you on any basis or for any reason arising from performing maintenance or updating or locking the SmartyPig website and you agree that you will not make any claim or demand against us.

### **3.4 Copyright and Trademark Information**

The materials displayed on the SmartyPig website are protected by U.S., Australian and international copyright law and treaties, and shall not be transmitted, broadcast, copied, adapted, displayed, or performed without our prior expressed permission.

### **3.5 Limitations**

None of the information on the SmartyPig website may be used, distributed, or reproduced for commercial purposes without our prior express written permission. No third party is authorised to solicit our products or services without our prior express written permission.

### **3.6 No Warranties**

From time to time the SmartyPig website may include information from third parties, and/or links to other websites. We do not make any warranties, expressed or implied, regarding any third party information or any links to other websites, and we assume no responsibility for the accuracy, completeness, reliability or suitability of the information provided by third parties or information, software (if any), offers or activity found on other websites which may be linked to our website.

### **3.7 Privacy and confidentiality**

When you deal with us, we are likely to collect and use some information about you. Protecting your privacy and the confidentiality of your personal information is fundamental to the way we do business.

As a banking and financial services organisation, we are committed to handling personal information confidentially. We treat very seriously the ongoing trust you have in us to protect your personal information.

We have systems and procedures in place to protect your privacy whenever we collect, store, use or disclose your personal information. You can request details about the information we hold about you and you have a right to ask us to correct this information.

### **How we collect your personal information**

We collect most personal information directly from you. For example, your personal information will be collected when you fill in an application form, deal with us over the telephone or visit the SmartyPig website.

The type of personal information we collect may include your name, residential address, telephone number, email address, tax file number, gender and date of birth.

### **How we use your personal information**

We will tell you the purposes for which we intend to use your personal information. We only collect personal information about you that is necessary to perform our functions and activities. If you do not provide this information, we may not be able to deal with you, or provide you with a product or service.

We may use personal information for several purposes. We may collect 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 disclose to any service providers we engage to carry out our functions and activities, including SmartyPig LLC;
- To tell you about other products and 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, credit scoring and 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.

### **Do we use your tax file number or other government identifier?**

We do not use your tax file number (TFN), pension number, Medicare number or any other government agency identifier as your account, policy or application number. We only use and disclose these numbers for the purposes required by law, such as disclosing your TFN to the Australian Taxation Office. You may use a government identifier for example, a pension number or Medicare number, to prove your identity when you deal with us.

### **What about sensitive information?**

We will not collect, use or disclose sensitive information about you unless it is necessary to provide you with a product or service and we have your consent or, unless we are legally required to collect, use or disclose that information. Sensitive information, as defined by law, is any information about a person's racial or ethnic origin, political opinion, membership of a political association, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual preferences or practices, criminal record or health information. We will always explain the purpose for collecting sensitive information.

### **Your consent is important**

Personal information is usually used or disclosed only after obtaining your consent. Your consent can be express or implied. Your express consent can be verbal or written. You imply consent when we can reasonably conclude that you have given consent by some action you take, or when you decide not to take action. For example, we will imply your consent to disclose your personal information if you designate your Savings Goal as "Public" or you grant View Only Users access to information about your Account.

If you do not give us consent to certain uses of personal information we may not be able to deal with you, or provide you with a particular product or service.

The circumstances where we may use or disclose personal information without your consent are very limited. They include where we are required by law, for the investigation of an offence or for court proceedings.

### **Disclosing to third parties**

Subject to any general duties of confidentiality towards our customers and subject to the Privacy Act, 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 and services (and any agents used by that organisation in administering such an arrangement or alliance);
- Any contractor or service provider we engage to carry out or assist our functions and activities, including SmartyPig LLC;
- 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);
- Participants in the payments system (including payment organisations and merchants) and other financial institutions (such as banks);
- Any person who introduces you to us;
- Your authorised agents or your executor, administrator or legal representative;
- Any person authorised (expressly or impliedly) by you.

### **Marketing and privacy**

Serving customers well is fundamental to our business. As part of this service we may use personal information we have collected to identify a product or service that may benefit you. We may contact you from time to time to let you know about new or existing products or services.

You can contact us at any time on 1800 267 808 if you do not want to receive marketing information from us. We will process these instructions as soon as practicable.

### **We keep your personal information up-to-date**

If we have accurate information about you, it enables us to provide you with the best possible service. We take reasonable steps to ensure that your personal information is accurate, complete and up-to-date at the time of collecting, using or disclosing the information.

### **We will correct personal information**

If you learn that current personal information we hold about you is inaccurate, incomplete or out-of-date, you should contact us. We will promptly update any personal information that is inaccurate, incomplete or out of date. You also have the right to request that a statement be attached to your personal information if we disagree with your request to correct the information.

### **You can request details about your personal information**

Subject to some exceptions, you can find out what personal information we hold about you.

### **How to request details**

You should contact us if you wish to find out about the personal information we hold about you. We will need to verify your identity before giving you access.

Depending on the complexity of your request, we may charge a fee for processing the request. In a limited number of circumstances, we may not be able to tell you what personal information is held about you including where:

- It will threaten the privacy of other individuals;
- The information relates to anticipated legal proceedings;
- The information would reveal our commercially sensitive decision making process; or
- The law prevents us from disclosing the information.

If we are unable to tell you what personal information is held about you, we will give you the reasons why and attempt to find alternative means to enable you to access your information.

### **Where you supply personal information about someone else**

If you give us personal information about someone else, please show them a copy of this clause 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.

### **Need more information?**

If you have a query relating to our Privacy Policy call us on 1800 267 808.

## **3.8 Problem resolution procedure**

### **Making a complaint**

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 267 808 between 8.00am-6.00pm (AEST), Monday to Friday.

Send a letter to the Customer Response Centre via:

- Mail: Locked Bag 4050, South Melbourne VIC 3205
- Email: [YourFeedback@SmartyPig.com](mailto:YourFeedback@SmartyPig.com)
- Fax: +61 3 9683 9267

Most often we will be able to solve the problem on the spot. If it can't be resolved promptly our specialist complaints team, the Customer Response Centre will take responsibility and work with you to fix the matter quickly. Our aim is to resolve the complaint within 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.

### **Customer Advocate**

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

Contact details:

ANZ Customer Advocate

100 Queen Street

Melbourne VIC 3000

Tel: +61 3 9273 6523

Email: [customeradvocate@smartypig.com](mailto:customeradvocate@smartypig.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 Services Ombudsman

GPO Box 3  
Melbourne VIC 3001  
Telephone: 1300 780 808  
Fax: +61 3 9613 6399  
Internet: www.fos.org.au

### **3.9 Anti-Money Laundering**

You agree that we may delay, block or refuse to process any transaction without incurring any liability if we suspect that:

- (a) the transaction may breach any law in Australia or any other country;
- (b) the transaction may directly or indirectly involve the proceeds of, or be applied for the purposes of, unlawful conduct.

The Customer must provide all information to us which we reasonably require in order to manage money-laundering or terrorism-financing risk or to comply with any laws in Australia or any other country and the Customer agrees that we may disclose any information concerning the Customer to any law enforcement, regulatory agency or court where required by any such law, in Australia or elsewhere. The Customer warrants that it is acting on its own behalf in entering into this agreement.

The Customer declares and undertakes to us that the payment of monies by us in accordance with the Customer's instructions will not breach any laws in Australia or any other country.

### **3.10 Over the Phone Servicing**

We will, at our discretion, monitor and/or record enquires made over the telephone. This is done for quality, verification, security and training purposes.

## **Section 4 Electronic Banking Conditions of Use**

We warrant that we will comply with the requirements of the Electronic Funds Transfer Code of Conduct. This section applies to all electronic transactions.

Unless the account services are provided or referred to you by us, we do not authorise, promote or endorse the use of account deposit services offered by third parties to access your Accounts (including account aggregation services, such as may be provided by other financial institutions).

### **Lost or stolen login details**

You must make a report to us immediately after you become aware or suspect that your login details have been disclosed or used without your authority, or lost. You must not then continue to use your login details. We will cancel it and arrange for you to select new login details.

The best way to make the report is by calling 1800 267 808 8am to 6pm, Monday to Friday.

### **Cancellation of Electronic Access**

We may cancel any electronic access without prior notice if:

- we believe that use of the electronic access may cause loss to an Account Holder or to us;
- the Account is an inactive account;
- the Account has been overdrawn; or
- on giving you not less than three months written notice.

### **Withdrawal of Electronic Access**

We may withdraw your electronic access to your User Profile, without prior notice if:

- electronic equipment malfunctions or is otherwise unavailable for use;
- any one of your Accounts is overdrawn or will become overdrawn, or is otherwise considered out of order;
- we believe your access to your User Profile may cause loss to the another Account Holder, user or to us;
- we believe that the quality or security of your electronic access process or our systems may have been compromised;
- all of your Accounts are closed or are inactive; or
- We suspect you of being fraudulent or engaging in inappropriate behaviour.

We may at any time change the types of accounts that may be operated, or the types of electronic transactions that may be made through particular electronic equipment.

## **Login Security**

You must keep your login details secure. Failure to do so may increase your liability for any loss.

Warning: You must not use your birth date or an alphabetical code which is a recognisable part of your name as a part of your login details which has sequential numbers, for example, "12345" or where all numbers are the same, for example, "11111". If you do, you may be liable for any loss suffered from an unauthorised transaction.

You must not:

- disclose your login details to any other person;
- allow any other person to see you entering, or overhear you providing, your login details;

## **Unauthorised transactions**

### (a) When we are liable

We will be liable for losses incurred by you that:

- Are caused by the fraudulent or negligent conduct of our employees or agents or companies involved in networking arrangements or of merchants or their agents or employees;
- Relate to any forged, faulty, expired or cancelled part of the electronic access process;
- Arise from transactions that require the use of any login details that occur before you have received or selected the login details (including reissued login details);
- Result from the same electronic transaction being incorrectly debited a second or more subsequent time to the same account;
- Result from an unauthorised transaction that occurs after you have notified us that the security of your login details have been breached; or
- Result from an unauthorised transaction if it is clear that you have not contributed to the loss.

### (b) When you are liable

If we can prove on the balance of probability that you contributed to the loss arising from the unauthorised transaction:

- Through your fraud;
- Subject to the terms of any particular service offered by us, by voluntarily disclosing your login details to anyone, including a family member or friend;
- By using your birth date or an alphabetic code which is a recognisable part of your name as part of your login details; or
- By otherwise acting with extreme carelessness in failing to protect the security of your login details, the account holder is liable for the actual losses which occur before we are notified of the loss or disclosure of your login details.

Where you must use more than one of your login details to perform a transaction on the SmartyPig website, and you voluntarily disclose, or keep a record of, one or more of them (but not all of them) you will only be liable under this clause if the disclosure or record was the dominant contributing cause of the losses.

If, after you become aware of the loss, theft or breach of the security of your login details, you unreasonably delay notifying us, you will be liable for losses incurred between:

- The time you first became aware of any of the events described above; and
- The time we are actually notified of the relevant event.

**However, you are not liable for any loss:**

- Which, over a set period of time, is greater than the transaction limit for that period;
- Caused by overdrawing your Account(s);
- Where we agreed the Account(s) could not be accessed electronically; or
- As a result of conduct that we expressly authorised you to engage in, or losses incurred as a result of you disclosing, recording or storing your login details in a way that is required or recommended by us for the purposes of you using an account access service expressly or impliedly promoted, endorsed or authorised by us.

If it is not clear whether you have contributed to the loss caused by an unauthorised transaction and where login details were required to perform the unauthorised transaction, you are liable for the least of:

- \$150; or
- The actual loss at the time we are notified that the security of the login details has been breached (but not any loss incurred on any one day if the amount is greater than the daily transaction limit or other periodic transaction limit if any); or
- The balance of the account, including any pre-arranged credit from which value was transferred in the unauthorised transaction.

### **Equipment Malfunction**

We are responsible to you for any loss caused by the failure of equipment to complete a transaction that was “accepted” in accordance with your instructions. However, if you were aware or should have been aware that the equipment was unavailable for use or malfunctioning, our responsibility will be limited to correcting errors in the account and refunding any charges or fees imposed as a result.

You are solely responsible for your own PC anti-virus and PC and security measures, and those of any authorised user, to help prevent unauthorised access to your SmartyPig accounts and any Funding Sources.

## Indemnity

To the extent permitted by law, you discharge and indemnify us against any loss, damage claim, demand or action of any kind brought against us arising directly or indirectly because:

- You did not observe your obligations in these terms and conditions; or
- You acted negligently or fraudulently in connection with these terms and conditions;
- We act on instructions received by mail or electronic means (whether by telephone or internet) which are, or are purported to be, given or signed by you; or
- Releasing information about you or your Account(s) to any person authorised by you to receive information.

## Changes to the Electronic Banking Conditions of Use

We can change the Electronic Banking Conditions of Use at any time. We will give you 20 Business days prior written notice of any changes which:

- Impose or increase charges relating solely to the use of electronic equipment;
- Increase your liability for losses relating to electronic transactions; or
- Change your daily transaction limit or other periodical transaction limit applying to the use of electronic equipment.

## Section 5 Twitter Contest Terms and Conditions

1. Information on how to enter and prizes forms part of these conditions of entry. Entry into the competition constitutes acceptance of these terms and conditions.
2. Entry is open to Australian residents over the age of 18. Entrants must have a Twitter account, as this account provides the means of entering this competition and winners will be contacted at their Twitter account. Employees of ANZ and their immediate family members and affiliated agencies are excluded from entering.
3. The promotion commences at 3.00 AEST on Friday 17 July 2009 and closes at 3.15pm AEST on Friday 17 July 2009 ("Promotional Period").
4. To enter the promotion, persons must visit [www.twitter.com](http://www.twitter.com), create an account (if not already held), log in to their account and 'follow' @smartypigau. At 3.00pm AEST on Friday 17 July 2009, SmartyPig will ask a simple question through @smartypigau via Twitter. Entrants must answer the question correctly within 15 minutes of it being asked (before 3.15pm AEST on that day) via Twitter using an @ reply (direct messages will not be accepted). The first 20 correct answers to the question received within the 15 minute allocated slot will be entered into the draw. There is a limit of one entry per entrant per month.

Entrants must comply with all applicable Twitter terms and conditions relating to the use of their Twitter account.

5. The manual draw will take place on Friday 17 July 2009 at 3.30pm AEST at 27/140 William Street, Melbourne, Victoria 3000. Each winner will be notified via Twitter both using an @ message and via direct message to their Twitter username immediately, and their Twitter username will be published on the SmartyPig website at [www.smartypig.com.au](http://www.smartypig.com.au) and via Twitter at ([www.twitter.com/smartypigau](http://www.twitter.com/smartypigau)) on Friday 17 July 2009.
6. There will be one draw and three prize-winners per month. The first three entries drawn manually via a barrel draw from the first twenty correct entries received between 3.00pm and 3.15pm during the promotion period will receive a physical \$100 SmartyPig gift card. The total maximum retail prize bank value is \$300.

SmartyPig gift cards are subject to terms and conditions. In order to redeem the prize, if winners do not already hold a SmartyPig Account they must be able to satisfy SmartyPig Account opening procedures, which includes opening a SmartyPig Account and SmartyPig Savings Goal. Fees and charges and terms and conditions apply to the opening, operation and withdrawal of funds from a SmartyPig Account. ANZ recommends that entrants read the SmartyPig Account Terms and Conditions, available at [smartypig.com.au](http://smartypig.com.au), before acquiring a SmartyPig Account.

The SmartyPig Account is a deposit product offered by Australia and New Zealand Banking Group Limited (ANZ) ABN 11 005 357 522. ANZ is trading as "SmartyPig", a trade mark of SmartyPig LLC (licensed to ANZ).

7. The judges' decision is final and no correspondence will be entered into. The prize is not exchangeable, transferable and non-cash prizes are not redeemable for cash.
8. Tax implications may arise from the prize winnings. Independent advice should be sought.
9. ANZ reserves the right to redraw in the event of an entrant being unable to satisfy these competition conditions or forfeiting or not claiming a prize. For any prize that remains unclaimed or forfeited through ineligibility or otherwise, ANZ will conduct a further draw at the same time & place as the original draw on [Friday 18 June 2010](#), subject to any applicable law. The winner(s) (if applicable) will be notified in writing immediately via Twitter both using an @ message and via direct message, and their name will be published on the SmartyPig website ([www.smartypig.com.au](http://www.smartypig.com.au)) and on the SmartyPig twitter stream ([www.twitter.com/smartypigau](http://www.twitter.com/smartypigau)) on [Friday 25 June 2010](#).
10. Entry details will be used solely for the purposes of this competition and will then be destroyed by ANZ.
11. ANZ is not liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or a consequential loss), or for personal injury suffered or sustained as a result of taking any prize, except for any liability that cannot be excluded by law.
12. ANZ will not be liable for any loss or damage whatsoever resulting from incorrect details lodged by entrants.

13. ANZ reserves the right to vary the rules of any competition or any prizes offered or cancel any competition if it is no longer able to run the competition due to reasons beyond its control, subject to state legislation. ANZ will not be liable for any losses to any party arising from any variation or cancellation.
14. ANZ is not responsible for any incorrect or inaccurate information or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.
15. The Promoter is Australia and New Zealand Banking Group Limited ('ANZ') (ABN 11 005 357 522) 100 Queen Street, Melbourne Vic 3000.
16. Permit Numbers: NSW LTPM/09/00442 and ACT TP09/02586.

## **Section 6 How to Contact Us**

Postal address:

Australia and New Zealand Banking Group Limited  
SmartyPig Account Support  
Reply Paid 83981,  
Private Bag 25,  
Collins Street West,  
Melbourne, VIC 8007

Customer Support:

support@smartypig.com.au; or  
1800 267 808

Reporting fraud or wrongdoing:

Please call Customer Support on 1800 267 808.

If Customer Support is not available, please email [report\\_fraud@smartypig.com.au](mailto:report_fraud@smartypig.com.au)