

## SmartyPig Gift Card Purchaser Terms and Conditions

The SmartyPig Gift Card is issued by Australia and New Zealand Banking Group Limited ABN 11 005 357 522 ('ANZ'). The SmartyPig Account is a deposit product offered by ANZ. SmartyPig is a Trademark of SmartyPig LLC, which is licensed to ANZ. Any reference to 'we', 'us' or 'our' is a reference to ANZ.

**Funding Source** is a transaction or savings account with an Australian financial institution nominated by a SmartyPig Account Holder for the monthly transfer of funds to a SmartyPig Account.

**Savings Goal** is a financial goal nominated by a SmartyPig Account Holder in respect of a SmartyPig Account.

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

- A SmartyPig Gift Card can be purchased by a SmartyPig Account Holder on the SmartyPig website using a Funding Source.
- A SmartyPig Gift Card can also be purchased on the SmartyPig website by a SmartyPig Account Holder or any person using a credit card.
- There is a 1.5% processing fee per transaction to purchase a SmartyPig Gift Card using a credit card.
- Once a SmartyPig Gift Card is purchased, we do not charge any additional fees in relation to that Card.
- A SmartyPig Gift Card can be granted to any person, including someone who is not an existing SmartyPig Account Holder. However, in order to obtain payment of the gift, the recipient of the SmartyPig Gift Card must open a SmartyPig Account (if they do not have an existing Account) and nominate a Savings Goal on the SmartyPig website. A Savings Goal is a financial goal nominated by a SmartyPig Account Holder in respect of a SmartyPig Account.
- 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 requesting us to make payment of the gift to their nominated Savings Goal. This instruction 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 \$25 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 \$25, \$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.

## Privacy and confidentiality

- We are collecting your personal information:
  - (a) To process your purchase of a SmartyPig Gift Card;
  - (b) To disclose to any service providers we engage to carry out our functions and activities, including SmartyPig LLC;
  - (c) To prevent or investigate any fraud or crime (or a suspected fraud or crime); and
  - (d) As required by relevant laws, regulations, Codes and external payment systems.

Without this information we may not be able to process your purchase of a SmartyPig Gift Card.

Subject to any general duties of confidentiality towards you and subject to the Privacy Act, we may need to disclose your personal information to:

- 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); and
- Any person authorised (expressly or impliedly) by you.

We may also disclose your personal information to the recipient of the SmartyPig Gift Card purchased by you.

You may request access to your information by calling us on 1800 267 808. Access will be granted in accordance with the Privacy Act 1988 for a reasonable fee. If any of your information is inaccurate, you may request that it be corrected.

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.

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