

## **ANZ Exclusives –Terms and Conditions**

1. The ANZ Exclusives program (**Program**) is provided by Australia and New Zealand Banking Group Ltd (**ANZ Exclusives**) on the terms set out below. These terms will apply to any ANZ credit card account holder's participation in the Program and to the purchase of tickets to any ANZ Exclusives event (**Event**) by a person who holds a consumer credit card account issued by Australia and New Zealand Banking Group Ltd.

### **Booking tickets**

2. To be eligible to purchase tickets to an Event you must:
  - a. be a card holder of an consumer credit card account issued by ANZ which has not expired, been suspended or been closed;
  - b. not be in breach of the ANZ Credit Cards Conditions of Use; and
  - c. have received an invitation to the relevant Event from ANZ Exclusives.
3. Tickets must be purchased in the manner set out in the Event invitation using an ANZ consumer credit card account issued to an invited account holder.
4. Limits may apply to the number of tickets available per account holder, and these will be advised in the Event invitation.
5. Tickets are strictly limited, and Event bookings are not guaranteed until payment using a consumer credit card account issued by ANZ to an invited account holder has been made in full.
6. Subject to clauses 4 and 5, account holders may purchase an Event ticket for themselves and for guest(s). Names of any guests attending with the invited account holder must be provided at the time of booking. Age restrictions may apply to some Events, which will be advised in the Event invitation.
7. Unless otherwise stated in the Event invitation all travel and accommodation costs are excluded.
8. Tickets and Event confirmations will be sent to the account holder's current mailing address. The account holder must ensure that ANZ has their correct mailing address. ANZ and ANZ Exclusives do not accept any responsibility for any delay in delivery of Event tickets and confirmations, or for any loss, theft or destruction of Event tickets or booking confirmations. Lost Event tickets may not be able to be replaced and replacement may be at the discretion of third party operators or may attract a replacement fee.

### **Refunds, transfers and cancellations**

9. Subject to any statutory rights you may have, there will generally be no right to a refund or exchange if an event is still scheduled to take place, or has taken place.
10. An Event ticket which was booked for a guest may be transferred to a different name by contacting ANZ Exclusives.
11. Event tickets may not, without the prior written consent of ANZ Exclusives and any third party Event operator, be resold or offered for resale (including via online auction sites) or used for advertising, promotion or other commercial purposes (including competitions and promotions). If a ticket is sold or used in breach of this condition, the ticket may be cancelled without refund or the holder of the ticket may be refused entry to the Event. The resale of tickets in certain circumstances is also governed by ticket sales legislation and may attract criminal penalties

### **Attendance**

12. At least one invited ANZ credit card holder must attend the Event and present both their Event ticket and the ANZ credit card they used to purchase the tickets.
13. ANZ Exclusives reserves the right to refuse entry to an Event if the credit card presented is not in the name of an invited ANZ credit card account holder or if there are reasonable grounds to believe that the Event ticket has been obtained fraudulently or in breach of these terms.

14. Components of Events are supplied by third party operators (such as restaurants and sporting leagues) and held in public venues (such as theatres or sporting complexes), and are subject to any terms, conditions or policies imposed by those parties. Any person attending an Event must obey such terms, conditions and policies, including, but not limited to, age restrictions and policies regarding standards of dress, late entry, use of cameras and recording equipment, conduct and responsible service of alcohol. Venues or third party operators may reserve the right to deny entry, or to remove any person from an Event, if they fail to obey any applicable policies or meet required standards of behaviour.
15. Event attendees may be photographed, filmed and/or recorded during the Event. By attending an Event, you agree that photographic images, film or recordings or any other reproductions of you taken at an Event may be used in publications, communications and promotions (including online or on social media) as and when ANZ deems appropriate.

#### **Changes to events**

16. ANZ relies on third party operators to provide detailed information about the format, timing and content of components of Events supplied by them. Although every effort is made to ensure that this information is accurate and up-to-date, the content, timing and format of Events may change from time to time. ANZ also reserves the right to offer a substitute in place of any advertised aspect of an Event if circumstances beyond our, or an operator's, control make this necessary. ANZ will use reasonable endeavours to notify any account holder who has purchased tickets to the Event of any changes should this occur.
17. In the unlikely event that an Event needs to be cancelled, ANZ will notify any account holder who has purchased tickets to that Event as soon as reasonably possible, and any paid bookings will be refunded.

#### **Amendments and Liability**

18. These terms may be changed at any time and updated terms will be published on [anz.com](http://anz.com) no later than the day the change takes effect.
19. Except as provided in any law which cannot lawfully be excluded or modified by agreement, ANZ and ANZ Exclusives:
  - a. make no warranties or representations either express or implied, and expressly disclaim any and all liabilities (including for consequential damages) with respect to type, quality, standard or fitness or suitability for any purpose of any Event, or of any goods or services offered by any third party forming part of any Event; and
  - b. are not liable for any cancellation of any Event (in full or part), inability to participate in or obtain entry to, removal from or restrictions placed upon any Event caused by circumstances beyond their control including strikes, industrial disputes, acts of God or the policies or operational decisions of any third party organisation, or for any denial of entry to an Event or removal from an Event in the circumstances described in clause 13 of these terms and conditions.
20. In the event that ANZ or ANZ Exclusives is liable for breach of any term implied by law, that liability is limited where we are entitled to so do, to:
  - a. replacement or repair of the goods or repayment of the ticket cost for the Event; or
  - b. supplying the services again.
21. ANZ reserves the right to restrict access to Events to anyone at any time, if it determines that they have breached these Terms and Conditions, or the ANZ Credit Cards Conditions of Use.
22. ANZ's Privacy Policy [[link to http://www.anz.com.au/resources/a/3/a37f16004d2bd7f8852a9d69785e67b9/privacypolicy.pdf?MOD=AJPERES](http://www.anz.com.au/resources/a/3/a37f16004d2bd7f8852a9d69785e67b9/privacypolicy.pdf?MOD=AJPERES)] will apply to the collection and use of any personal information you supply in the course of booking or attending an Event.

**GST**

23. GST applies to all goods and services supplied through this site or related promotional materials. Stated prices include GST where applicable.

**Contact**

24. You can contact ANZ Exclusives by calling 1300 305 771 between 9am – 6pm AEST Monday to Friday
25. All questions or disputes regarding your eligibility for this program or the services provided will be resolved by ANZ at our sole discretion.
26. All questions or disputes must be submitted in writing to ANZ Exclusives by emailing [exclusives@anz.com](mailto:exclusives@anz.com) or writing to 2/475, Flinders Lane, Melbourne, VIC, 3000. Where relevant, questions or disputes must be accompanied by a legible copy of the relevant sales receipt or booking confirmation or card account statement.