

ANZ CAPITAL NOTES 3 PROSPECTUS

PROSPECTUS FOR THE ISSUE OF
ANZ CAPITAL NOTES 3 TO RAISE
\$850 MILLION WITH THE ABILITY
TO RAISE MORE OR LESS.

ISSUER
AUSTRALIA AND NEW ZEALAND BANKING
GROUP LIMITED (ABN 11 005 357 522)

JOINT LEAD MANAGERS
ANZ SECURITIES
CITIGROUP
COMMONWEALTH BANK OF AUSTRALIA
GOLDMAN SACHS
J.P. MORGAN
MORGAN STANLEY
MORGANS
UBS

CO-MANAGERS
BELL POTTER
JBWERE
ORD MINNETT

ONLINE BROKER
E*TRADE

E*TRADE
AUSTRALIA

IMPORTANT NOTICES

ABOUT THIS PROSPECTUS

This prospectus relates to the offer by Australia and New Zealand Banking Group Limited (ABN 11 005 357 522) (**ANZ**) of fully paid mandatorily convertible subordinated perpetual notes (**ANZ Capital Notes 3** or **Notes**) to raise \$850 million with the ability to raise more or less.

This Prospectus is dated 5 February 2015 and was lodged with the Australian Securities and Investments Commission (**ASIC**) on that date. This is a replacement prospectus which replaces the prospectus dated 23 January 2015 and lodged with ASIC on that date (**Original Prospectus**).

ASIC and ASX take no responsibility for the contents of this Prospectus nor for the merits of the investment to which this Prospectus relates.

This Prospectus expires on the date which is 13 months after 23 January 2015, being the date of the Original Prospectus (**Expiry Date**), and no Notes will be issued on the basis of this Prospectus after the Expiry Date.

ANZ CAPITAL NOTES 3 ARE HIGHER RISK THAN DEPOSITS

ANZ Capital Notes 3 are not deposit liabilities of ANZ, are not protected accounts and are not guaranteed or insured by any government, government agency or compensation scheme or by any other person. ANZ Capital Notes 3 are issued by ANZ under the Note Terms and Holders have no claim on ANZ except as provided in those Note Terms.

The Notes are complex and may not be suitable for all investors. The risks associated with these securities could result in the loss of your investment and associated income. The investment performance of the Notes is not guaranteed by ANZ.

ANZ is issuing these securities to provide it with a certain amount of regulatory "capital" as a buffer against failure. If ANZ encounters severe financial difficulty, the Notes may be required to be Converted to Ordinary Shares or be Written Off and you will not be given any choice if that happens.

ANZ must immediately convert ANZ Capital Notes 3 into Ordinary Shares if a Trigger Event occurs. Depending on the market price of Ordinary Shares at the relevant time, Holders are likely to receive Ordinary Shares that are worth significantly less than approximately \$101 for each Note they hold and may suffer loss as a consequence. If a Note is not Converted it will be Written Off and you will lose your money.

If ANZ Capital Notes 3 are not Converted or Written Off and ANZ is wound up, you would be one of the last classes of investors to be repaid, and so could lose your money. The table in Section 1.1 illustrates how the Notes would rank upon a winding-up of ANZ if they are on issue at that time. If your Notes have been Converted,

your only claim on ANZ is as a holder of Ordinary Shares (i.e. the last class of investor to receive any return in the winding up) and you could lose your money.

Information about the risks of investing in the Notes are detailed in Section 5.

DEFINED WORDS AND EXPRESSIONS

Some capitalised words and expressions used in this Prospectus have defined meanings. The Glossary in Appendix B defines these words and expressions.

The definitions specific to the Notes are in clause 17.2 of the Note Terms in Appendix A. If there is any inconsistency in definitions between those in the Prospectus and the Note Terms, the definitions in clause 17.2 of the Note Terms prevail.

A reference to time in this Prospectus is to Australian Eastern Daylight Time (**AEDT**) unless otherwise stated. A reference to \$, A\$, AUD, dollars and cents is to Australian currency unless otherwise stated. Unless otherwise stated, all figures have been rounded to two decimal places.

GOVERNING LAW

This Prospectus and the contracts which arise on acceptance of the Application Forms are governed by the law applicable in Victoria, Australia.

EXPOSURE PERIOD

Under the Corporations Act, ANZ was prohibited from processing Applications in the seven day period after 23 January 2015 being the date on which the Original Prospectus was lodged with ASIC.

This period is referred to as the **Exposure Period**. The purpose of the Exposure Period was to enable the Original Prospectus to be examined by market participants before the raising of funds. Applications received during the Exposure Period were not processed until after the expiry of the Exposure Period. No preference was conferred on Applications received during the Exposure Period.

HOW TO OBTAIN A PROSPECTUS AND APPLICATION FORM

During the Exposure Period, an electronic version of the Original Prospectus (without an Application Form) was available at www.anz.com/capitalnotes3. Application Forms were not made available until after the Exposure Period. During the Offer Period, an electronic version of this Prospectus with an Application Form will be available at www.anz.com/capitalnotes3. If you access an electronic copy of this Prospectus, then you should read "Electronic access to Prospectus" below.

During the Offer Period, you can also request a free paper copy of the Prospectus and Application Form by calling the ANZ Information Line on 1800 113 399 (within Australia) or +61 3 9415 4010 (international) (Monday to Friday – 8:30am to 5:30pm AEDT).

The Corporations Act prohibits any person from passing the Application Form on to another person unless it is attached to or accompanied by a printed copy of this Prospectus or the complete and unaltered electronic version of this Prospectus.

ELECTRONIC ACCESS TO PROSPECTUS

The following conditions apply if this Prospectus is accessed electronically:

- you must download the entire Prospectus;
- your Application will only be considered where you have applied on an Application Form that was attached to or accompanied by a copy of the Prospectus; and
- the Prospectus is available electronically to you only if you are accessing and downloading or printing the electronic copy of the Prospectus in Australia.

APPLICATIONS FOR ANZ CAPITAL NOTES 3

Applications for Notes under this Prospectus may only be made during the Offer Period (although ANZ reserves the right to accept late Applications) and using an Application Form attached to or accompanying this Prospectus. The Offer Period may close early.

For information on who is eligible to apply for Notes under the Offer and how to make an Application – see Section 3.

ASX QUOTATION AND ISSUE DATE

ANZ has applied for the Notes to be quoted on ASX. If ASX does not grant permission for the Notes to be quoted within three months after the date of the Prospectus, the Notes will not be issued and all Application Payments will be refunded (without interest) to Applicants as soon as practicable.

If the Notes are accepted for quotation on ASX, ANZ will issue the Notes on or about 5 March 2015.

PROVIDING PERSONAL INFORMATION

You will be asked to provide personal information to ANZ (directly or via its agents) if you apply for the Notes. See Section 7.13 for information on how ANZ (and its agents) collect, hold and use this personal information.

RESTRICTIONS IN FOREIGN JURISDICTIONS

For details of the selling restrictions that apply to the Notes in foreign jurisdictions – see Section 7.12.

NO REPRESENTATIONS OTHER THAN IN THIS PROSPECTUS

You should rely only on information in this Prospectus.

No person is authorised to provide any information or to make any representation in connection with the Offer that is not contained in this Prospectus. Any information or representation not contained in this Prospectus may not be relied upon as having been authorised by ANZ in connection with the Offer.

The financial information provided in this Prospectus is for information purposes only and is not a forecast of operating results to be expected in future periods.

THIS PROSPECTUS DOES NOT PROVIDE FINANCIAL PRODUCT OR INVESTMENT ADVICE – YOU SHOULD SEEK YOUR OWN PROFESSIONAL INVESTMENT ADVICE

The Offer and the information in this Prospectus do not take into account your investment objectives, financial situation and particular needs. It is important that you read this Prospectus in full before deciding whether to apply for Notes.

In particular, it is important that you:

- consider the risk factors, including those that could affect the Notes or the financial performance and position of ANZ – see Section 5;
- carefully consider these risk factors and other information in the Prospectus in light of your particular needs; and
- seek professional investment advice from your financial adviser or other professional adviser.

DIAGRAMS

The diagrams used in this Prospectus are illustrative only. They may not necessarily be shown to scale.

ENQUIRIES

If you have any questions in relation to an Application, please call the ANZ Information Line on 1800 113 399 (within Australia) or +61 3 9415 4010 (international) (Monday to Friday – 8:30am to 5:30pm AEDT) or contact your Syndicate Broker or other professional adviser.

CONTENTS

	Important Notices	Inside front cover
	Key Dates	3
	ASIC guidance for retail investors	4
	How to apply for ANZ Capital Notes 3	5
SECTION 1	Investment overview	6
SECTION 2	About ANZ Capital Notes 3	16
SECTION 3	About the Offer	38
SECTION 4	About ANZ	45
SECTION 5	Investment Risks	54
SECTION 6	Taxation Summary	68
SECTION 7	Additional Information	74
APPENDIX A	Note Terms	84
APPENDIX B	Glossary	113
	Corporate Directory	Inside back cover

KEY DATES

KEY DATES FOR THE OFFER	DATE
Lodgement of the Original Prospectus with ASIC	23 January 2015
Bookbuild to determine the Margin and announcement of the Margin	4 February 2015
Lodgement of this Prospectus with ASIC	5 February 2015
Opening Date	5 February 2015
Closing Date for ANZ Securityholder Offer and General Offer	5:00pm AEDT on 26 February 2015
Closing Date for Broker Firm Offer and Institutional Offer	10:00am AEDT on 4 March 2015
Issue Date	5 March 2015
ANZ Capital Notes 3 commence trading on ASX (deferred settlement basis)	6 March 2015
Confirmation Statements despatched by	10 March 2015
ANZ Capital Notes 3 commence trading on ASX (normal settlement basis)	11 March 2015
First Distribution Payment Date ¹	24 September 2015
Optional Exchange Date	24 March 2023
Mandatory Conversion Date ²	24 March 2025

DATES MAY CHANGE

The key dates for the Offer are indicative only and may change without notice.

ANZ and the Joint Lead Managers may agree to vary the timetable, including extending any Closing Date, closing the Offer early without notice, or withdrawing the Offer at any time before the Notes are issued. If the Offer is withdrawn before the issue of the Notes, all Application Payments received by ANZ will be refunded (without interest) to Applicants as soon as possible after the withdrawal.

You are encouraged to apply as soon as possible after the Opening Date.

¹ Distributions are scheduled to be paid at the end of each half-yearly Distribution Period (on 24 March and 24 September each year) subject to ANZ's absolute discretion and the Payment Conditions. If any of these scheduled dates are not Business Days, then the Distribution Payment Date will occur on the next Business Day.

² The Mandatory Conversion Date may be later than 24 March 2025, or may not occur at all, if the Mandatory Conversion Conditions are not satisfied – see Section 5.1.9.

ASIC GUIDANCE FOR RETAIL INVESTORS

ASIC has published guidance on hybrid securities on its MoneySmart website which may be relevant to your consideration of the Notes. You can find this guidance by searching “hybrid securities” at www.moneysmart.gov.au

The guidance includes a series of questions you may wish to ask yourself, and a short quiz you can complete, to check your understanding of how hybrids work, their features and risks.

HOW TO APPLY FOR ANZ CAPITAL NOTES 3

1. READ THIS PROSPECTUS

Read this Prospectus in full, paying particular attention to the:

- important notices on the inside front cover;
- investment overview in Section 1;
- key features of ANZ Capital Notes 3 in Section 2;
- information about ANZ in Section 4;
- investment risks in Section 5; and
- Note Terms in Appendix A.

2. CONSIDER AND CONSULT

Consider all risks and other information about the Notes in light of your particular investment objectives and circumstances. Consult your financial adviser or other professional adviser if you are uncertain as to whether you should apply for Notes.

3. WHO MAY APPLY?

The Offer is only being made to:

- ANZ Securityholders who may apply under the ANZ Securityholder Offer;
- Australian resident members of the general public who may apply under the General Offer;
- clients of Syndicate Brokers who are invited to apply under the Broker Firm Offer; and
- Institutional Investors who are invited by ANZ Securities to bid for Notes through the Bookbuild under the Institutional Offer.

Applications must be for a minimum of 50 Notes (\$5,000). If your Application is for more than 50 Notes, then you must apply in incremental multiples of 10 Notes – that is, for incremental multiples of at least \$1,000.

4. WHO ARE ANZ SECURITYHOLDERS?

If you were a registered holder of Ordinary Shares, ANZ Capital Securities (being CPS2, CPS3, CN1 and CN2) or ANZ Subordinated Notes with a registered address in Australia at 7:00pm AEDT on 31 December 2014, you are an ANZ Securityholder.

If there is excess demand for Notes, priority will be given to ANZ Securityholder Applicants over Applications under the General Offer in the Allocation of the Notes. ANZ will mail a postcard to each ANZ Securityholder to inform them of the offer.

5. COMPLETE THE APPLICATION FORM

If you have decided to apply for Notes, you need to apply using an Application Form attached to or accompanying this Prospectus, including any online Application Form.

The Prospectus and Application Forms will be available during the Offer Period. The Application process varies depending on whether you are an ANZ Securityholder Applicant, General Applicant or Broker Firm Applicant – see Section 3 for full details.

6. SUBMIT YOUR APPLICATION

If you are an ANZ Securityholder Applicant, your Application for the ANZ Securityholder Offer must be received by the Registry no later than the Closing Date, which is 5:00pm AEDT on 26 February 2015 including payment.

You may submit your Application using a paper Application Form accompanied by an Application Payment using either cheque(s) and/or money order(s), or online by following the instructions at www.anz.com/capitalnotes3 and completing a Bpay® payment.

If you are a General Applicant, your Application must be received by the Registry no later than the Closing Date for the General Offer, which is 5:00pm AEDT on 26 February 2015 including payment. You may submit your Application using a paper Application Form accompanied by an Application Payment using either cheque(s) and/or money order(s), or online by following the instructions at www.anz.com/capitalnotes3 and completing a Bpay® payment.

If you are a Broker Firm Applicant, your Application must be received by your Syndicate Broker in time for them to arrange settlement on your behalf by the Closing Date for the Broker Firm Offer, which is 10:00am AEDT on 4 March 2015. Please contact your Syndicate Broker for their instructions on how to submit your Application.

Please do not submit your Broker Firm Offer Application to the Registry.

The Offer may close early, so you are encouraged to submit your Application as soon as possible after the Opening Date.

For more information on applying for Notes – see Section 3. If you have any questions about the Offer or how to apply for Notes as an ANZ Securityholder Applicant or General Applicant, please call the ANZ Information Line on 1800 113 399 (within Australia) or +61 3 9415 4010 (international) (Monday to Friday – 8:30am to 5:30pm AEDT) or contact your broker or other professional adviser.

If you have any questions in relation to a Broker Firm Offer, please call your Syndicate Broker.

* Registered to Bpay® Pty Limited (ABN 69 079 137 518)

1

SECTION 1 INVESTMENT OVERVIEW

THIS SECTION PROVIDES A SUMMARY OF THE KEY FEATURES AND RISKS OF ANZ CAPITAL NOTES 3.

YOU SHOULD READ THE PROSPECTUS IN FULL BEFORE DECIDING WHETHER TO APPLY FOR ANZ CAPITAL NOTES 3.

1.1 KEY FEATURES OF THE OFFER AND ANZ CAPITAL NOTES 3

Topic	Summary	Where to find more information
Issuer	Australia and New Zealand Banking Group Limited (ABN 11 005 357 522) (ANZ) acting through its New Zealand branch.	Section 4
Type of instrument	<p>ANZ Capital Notes 3 are:</p> <ul style="list-style-type: none"> ■ fully paid – at \$100 per Note; ■ convertible – in certain circumstances, ANZ will be required to Convert the Notes into Ordinary Shares and in certain circumstances ANZ may Convert Notes into Ordinary Shares; ■ redeemable and transferable – in certain circumstances, ANZ may be permitted to repay the Face Value of the Notes or transfer the Notes to a third party (but there are significant restrictions on repayment or transfer of the Notes); ■ non-cumulative – which means that unpaid Distributions do not accumulate and Holders will not have any right to compensation if ANZ does not pay a Distribution; ■ perpetual – they do not have any fixed maturity date and could remain on issue if they are not Converted or Redeemed (in which case you would not receive your capital back or be issued any Ordinary Shares); ■ unsecured – they are not guaranteed or secured, are not deposit liabilities of ANZ and they are not protected accounts for the purposes of the Banking Act; ■ subordinated – although they have priority over Ordinary Shares and rank equally with Equal Ranking Instruments, they are subordinated to the claims of Senior Creditors (including ANZ depositors) in a winding up; and ■ listed – ANZ has applied for ANZ Capital Notes 3 to be listed on ASX and ANZ Capital Notes 3 are expected to trade under ASX code “ANZPF”. <p>The Note Terms are complex and derive from the detailed capital requirements which APRA applies to these instruments. ANZ’s ability to pay Distributions or to optionally Exchange the Notes is subject to a number of restrictions, including APRA either not objecting to the Distributions or giving prior written approval to the Exchange.</p>	
Face Value	\$100 per Note. This is the price you need to pay to apply for each Note under the Prospectus.	
Offer size	\$850 million, with the ability to raise more or less.	
Purpose of the Offer	The Offer is part of ANZ’s ongoing capital management strategy. ANZ will use the proceeds for general corporate purposes. APRA has confirmed that the Notes will constitute Additional Tier 1 Capital for the purposes of ANZ’s regulatory capital requirements.	

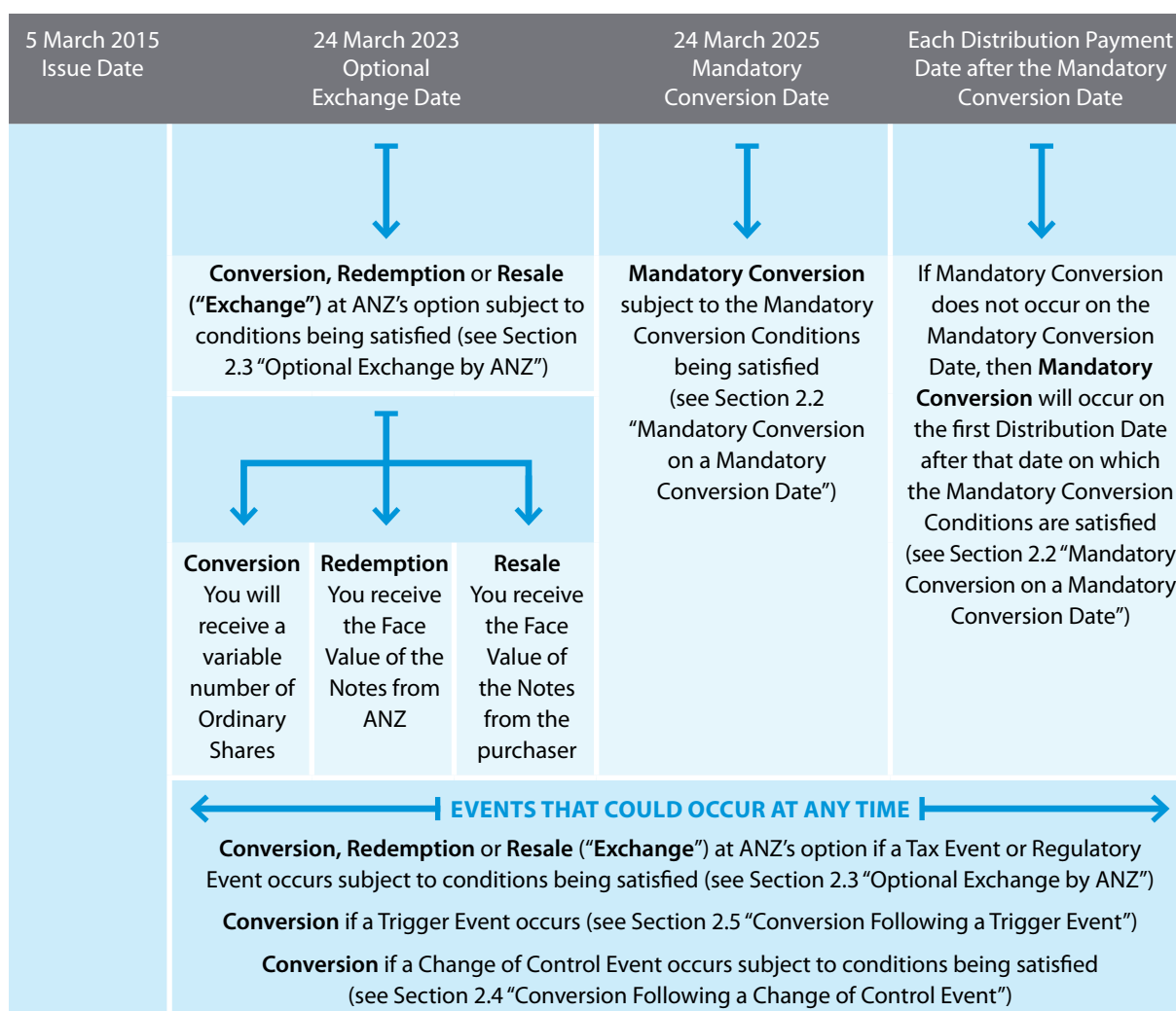
Topic	Summary	Where to find more information
Distributions	<p>Distributions are cash payments on the Notes which are scheduled to be paid half-yearly until all Notes are Converted or Redeemed.</p> <p>The Distribution Rate is calculated in accordance with the following formula:</p> <p>Distribution Rate = (Bank Bill Rate + Margin) x (1 – Tax Rate)</p> <p>Where:</p> <ul style="list-style-type: none"> ■ Margin is 3.6%, as determined under the Bookbuild; and ■ Tax Rate is the Australian corporate tax rate applicable to the franking account of ANZ as at the relevant Distribution Payment Date. <p>Distributions paid on the Notes are expected to be fully or substantially franked. The effect of the Distributions being franked is to reduce the cash amount received by Holders on each Distribution Payment Date by an amount equal to the relevant level of franking. If a Distribution is not fully franked, ANZ will pay an additional amount in cash to compensate the Holder for the unfranked component.</p>	Section 2.1
Will Distributions always be paid?	<p>A Distribution may not always be paid. Payment is subject to:</p> <ul style="list-style-type: none"> ■ ANZ's absolute discretion; and ■ a Payment Condition (such as where the payment would result in ANZ becoming insolvent or not complying with APRA's capital adequacy requirements or APRA objects to the payment) not existing on the relevant Distribution Payment Date. <p>Distributions are non-cumulative which means that unpaid Distributions do not accumulate and Holders will not have any right to compensation if ANZ does not pay a Distribution. Failure to pay a Distribution when scheduled will not constitute an event of default.</p> <p>If a Distribution is not paid in full on a Distribution Payment Date, subject to certain exceptions, ANZ cannot pay or resolve to pay any Ordinary Share Dividend, or undertake any Buy-Back or Capital Reduction, until and including the next Distribution Payment Date (unless the Distribution is paid in full within 3 Business Days).</p>	Sections 2.1.6 and 2.1.8
Distribution Payment Dates	<p>The Distribution Payment Dates are, generally, 24 March and 24 September.</p> <p>The first Distribution is expected to be paid on 24 September 2015. You should note that the first Distribution Period is longer than the normal Distribution Period.</p>	Section 2.1.5
Do my ANZ Capital Notes 3 have a maturity date?	<p>Holders should be aware that the Notes do not have a fixed maturity date and that Mandatory Conversion is subject to conditions which may never be met. Accordingly, if the Notes are not Exchanged (via Conversion or Redemption), they could remain on issue indefinitely. Holders have no right to request or require an Exchange.</p> <p>It is expected that the Notes will be quoted on ASX. Unless an Exchange occurs, Holders would need to sell their Notes on ASX at the prevailing market price to realise their investment. That market price may be less than the Face Value, or there may be no liquid market in the Notes which may result in the Holders suffering a loss.</p>	Section 2.2 – 2.5

Topic	Summary	Where to find more information
Scheduled Mandatory Conversion on a Mandatory Conversion Date	<p>On the first to occur of 24 March 2025 (if the Mandatory Conversion Conditions are satisfied on that date) and the first Distribution Payment Date after that date on which the Mandatory Conversion Conditions are satisfied, ANZ must Convert all of the Notes then on issue into Ordinary Shares.</p> <p>Details of the Mandatory Conversion Conditions are set out in Section 2.2.2. Those conditions may not be met which means that the Notes may not Convert and may remain on issue indefinitely.</p>	Section 2.2
Mandatory Conversion Conditions/What Holders receive on Conversion	<p>The Mandatory Conversion Conditions are designed to ensure that upon Conversion (other than following a Trigger Event), Holders will receive approximately \$101 worth of Ordinary Shares for each Note that they hold, and that the Ordinary Shares they receive following the Conversion are capable of being sold on the ASX. Failure to satisfy those conditions may mean that the Notes could remain on issue indefinitely.</p> <p>The number of Ordinary Shares that Holders will receive on a Conversion of a Note will not be greater than the Maximum Conversion Number.</p>	Sections 2.2.2 and 2.2.5
Optional Exchange (by Conversion, Redemption or Resale)	<p>With APRA's prior written approval and subject to the conditions set out in Section 2.3, ANZ may choose to Exchange all or some Notes on issue:</p> <ul style="list-style-type: none"> ■ on 24 March 2023; ■ where a Tax Event occurs (for example, this may include where a change in the relevant Australian or New Zealand tax law after the Issue Date results in an adverse tax consequence to ANZ of the Notes being on issue); or ■ where a Regulatory Event occurs (for example, this may include a change of Australian law or regulation after the Issue Date which imposes additional requirements on ANZ in relation to the Notes or where the Notes are no longer classified as Additional Tier 1 Capital), <p>by doing any, or a combination, of the following:</p> <ul style="list-style-type: none"> ■ Converting the Notes – in which case Holders would receive Ordinary Shares; ■ Redeeming the Notes – in which case Holders would receive cash; or ■ Reselling the Notes – in which case Holders would receive cash. <p>The illustrations used above are simplifications, and a more complete summary of when a Tax Event or Regulatory Event will occur is set out in Section 2.3.2.</p> <p> Holders should not expect that APRA will give its approval to any Exchange.</p>	Section 2.3
Mandatory Conversion following a Change of Control Event	<p>ANZ must Convert all (but not some only) Notes following the occurrence of a Change of Control Event.</p> <p>Conditions may apply to any Conversion following a Change of Control Event. Details are set out in Section 2.4.</p>	Section 2.4

Topic	Summary	Where to find more information
Mandatory Conversion following a Trigger Event	<p>ANZ will be required to Convert a number of Notes into Ordinary Shares following the occurrence of a Trigger Event which comprises:</p> <ul style="list-style-type: none"> a Common Equity Capital Trigger Event, such as where the ANZ Level 1 Group or ANZ Level 2 Group does not hold enough Common Equity Tier 1 Capital; or a Non-Viability Trigger Event where APRA considers that ANZ is, or may become, non-viable. <p>A Conversion following a Trigger Event is not subject to any conditions.</p> <p>A Trigger Event may occur where ANZ encounters severe financial difficulty. The number of Ordinary Shares that Holders receive on a Conversion of a Note will not be greater than the Maximum Conversion Number. As a result, in the event of a Conversion following a Trigger Event, depending on the market price of Ordinary Shares at the relevant time, Holders are likely to receive Ordinary Shares that are worth significantly less than approximately \$101 for each Note they hold and may suffer loss as a consequence. If the Notes are not Converted within 5 Business Days for any reason (including an Inability Event) they will be Written Off with effect on and from the date of the Trigger Event, which means all rights in relation to those Notes will be terminated, and those Holders will not have their capital repaid.</p>	Section 2.5

SUMMARY OF CERTAIN EVENTS THAT MAY OCCUR DURING THE TERM OF ANZ CAPITAL NOTES 3

The diagram and table below summarise certain events that may occur during the term of the Notes, and what Holders may receive if those events occur. The events depend on a number of factors including ANZ's share price, the occurrence of contingencies and in some cases election by ANZ. As a result the events may not occur.



Event	When?	Is APRA approval needed? ³	Do conditions apply?	What value will a Holder receive for each Note?	In what form will that value be provided to Holders?
Mandatory Conversion	On 24 March 2025 (if the Mandatory Conversion Conditions are satisfied on that date) or the first Distribution Payment Date after that date on which the Mandatory Conversion Conditions are satisfied	No	Yes	Approximately \$101 ⁴	Variable number of Ordinary Shares
Optional Conversion	24 March 2023	Yes	Yes	Approximately \$101 ⁴	Variable number of Ordinary Shares
Optional Redemption	24 March 2023	Yes	Yes	\$100	Cash
Optional Resale	24 March 2023	Yes	No	\$100	Cash
Conversion in other circumstances	If a Tax Event or Regulatory Event occurs	Yes	Yes	Approximately \$101 ^{4,5}	Variable number of Ordinary Shares
	If a Change of Control Event occurs	No	Yes	Approximately \$101 ^{4,5}	Variable number of Ordinary Shares
	If a Trigger Event occurs	No	No	Depending on the market price of the Ordinary Shares, Holders are likely to receive significantly less than approximately \$101 ^{6,7}	Variable number of Ordinary Shares, capped at the Maximum Conversion Number However, if the Notes are not converted for any reason (including an Inability Event) into Ordinary Shares within 5 Business Days after a Trigger Event Conversion Date, the Notes will be Written Off, meaning all rights (including to Distributions) in respect of the Notes will be terminated and the Holder will not have their capital repaid
Redemption in other circumstances	If a Tax Event or Regulatory Event occurs	Yes	Yes	\$100 ⁵	Cash
Resale in other circumstances	If a Tax Event or Regulatory Event occurs	Yes	No	\$100 ⁵	Cash

³ Holders should not expect that APRA's approval will be given if requested.

⁴ On the basis of the Conversion calculations, the value of Ordinary Shares received on Conversion may be worth more or less than approximately \$101. The number of Ordinary Shares that Holders will receive will not be greater than the Maximum Conversion Number.

⁵ If an Exchange occurs on a day that is not a scheduled half-yearly Distribution Payment Date, Holders whose Notes are being Exchanged will also receive a Distribution in respect of these Notes for the period from the immediately preceding Distribution Payment Date to (but excluding) the date on which the Exchange occurs (at ANZ's discretion and provided the conditions to payment are met).

⁶ Section 5.1.10 provides further detail on the circumstances in which Holders are likely to receive significantly less than \$101 following Conversion due to a Trigger Event.



⁷ If a Note is Written Off, all rights (including to Distributions) in respect of that Note will be terminated, and the Holder will not have their capital repaid.

RANKING

In a winding-up of ANZ, Notes rank ahead of Ordinary Shares, equally among themselves, equally with Equal Ranking Instruments (including ANZ Capital Securities) and behind all Senior Creditors of ANZ, including depositors, as shown in Table 2. However, the ranking of Holders in a winding-up will be adversely affected if a Trigger Event occurs. If, following a Trigger Event, Notes are Converted into Ordinary Shares, Holders will have a claim as an Ordinary Shareholder. If, following a Trigger Event, Notes are Written Off, all rights in relation to those Notes will be terminated, and Holders will not have their capital repaid.

TABLE 2: ILLUSTRATION OF RANKING ON WINDING UP

The table below illustrates how the Notes would rank upon a winding-up of ANZ, if they are on issue at the time. In the table, a 'higher ranking' obligation is one which will be paid out of ANZ's available assets in a winding-up before obligations with a lower ranking. It may be that lower ranking securityholders, including Holders, will only have part or none of their obligations paid (in the case of Holders, the claim for the Face Value), as there may be insufficient assets remaining to do so after higher ranking obligations have been paid.

	Examples	Examples of existing ANZ obligations and securities ^{8,9}	
Higher ranking/ earlier priority   Lower ranking/ later priority	Senior creditors	Liabilities preferred by law and secured debt	
		Unsubordinated unsecured debt	Liabilities in Australia in relation to protected accounts under the Banking Act (generally, savings accounts and term deposits) and other liabilities preferred by law including employee entitlements and secured creditors
		Subordinated unsecured debt	Bonds and notes, trade and general creditors. This includes covered bonds which are an unsecured claim on ANZ, though they are secured over assets that form part of the Group
	Equal ranking obligations	Preference shares and other equally ranked instruments	ANZ Subordinated Notes and other subordinated unsecured debt obligations ranking senior to preference shares
	Lower ranking obligations	Ordinary shares	ANZ Capital Notes 3⁹, ANZ Capital Securities Ordinary Shares

⁸ This is a very simplified capital structure of ANZ and does not include every type of security or other obligation issued by ANZ. ANZ has the right to issue further debt, deposits or other obligations or securities of any kind at any time. ANZ Capital Notes 3 do not limit the amount of senior debt, deposits or other obligations or securities that may be incurred or issued by ANZ at any time.

⁹ This is the ranking prior to conversion (if the securities are on issue at the time). If a Note is Written Off, all rights (including to Distributions) in respect of that Note will be terminated, and the Holder will not have their money repaid. If a Note is Converted, the Ordinary Shares that a Holder receives on Conversion will rank equally with other Ordinary Shares in a winding up of ANZ.

1.2 KEY RISKS OF ANZ CAPITAL NOTES 3

Before deciding whether to apply for Notes, you should consider whether the Notes are a suitable investment for you. There are risks associated with investing in Notes and in ANZ. Many of those risks are outside the control of ANZ and its Directors. The key risks are detailed in Section 5 and you should read that section in full before deciding to invest. The section below outlines the key risks associated with an investment in the Notes.

Topic	Summary	Where to find more information
ANZ Capital Notes 3 are not deposit liabilities or protected accounts	ANZ Capital Notes 3 do not constitute deposit liabilities of ANZ, are not protected accounts for the purposes of the Banking Act or any other accounts with ANZ and are not guaranteed or insured by any person.	Section 5.1.15
Financial market conditions and liquidity	<p>The market price of the Notes may fluctuate up or down due to various factors that affect financial market conditions. It is possible that the Notes may trade at a market price below their Face Value of \$100. This means that Holders who seek to sell their Notes at that time may do so at a loss.</p> <p>The liquidity of the Notes may be low and the market for the Notes may be volatile. This means that Holders may not be able to sell their Notes at an acceptable price, at or above Face Value or at all. The market for the Notes may be less liquid and/or more volatile than the market for Ordinary Shares or comparable securities issued by ANZ or other entities.</p>	Sections 5.1.1 and 5.1.2
Distributions may not be paid	<p>There is a risk that Distributions may not be paid.</p> <p>Failure to pay a scheduled Distribution on the Notes will not constitute an event of default. This means that if a Distribution is not paid in full on a Distribution Payment Date, Holders have no claim or entitlement in respect of non-payment nor any right to receive that Distribution at any later time.</p>	Section 5.1.5
Changes in Distribution Rate	The Distribution Rate will fluctuate up or down over time as a result of movements in the Bank Bill Rate. There is a risk that the Distribution Rate may become less attractive when compared to the rates of return available on comparable securities.	Section 5.1.7
Mandatory Conversion may not occur on the Mandatory Conversion Date	<p>ANZ Capital Notes 3 have no fixed maturity date but will Convert into Ordinary Shares on 24 March 2025 if the Mandatory Conversion Conditions are satisfied. If these conditions are not met on 24 March 2025, Conversion will occur on the next Distribution Payment Date on which they are satisfied. There is a risk that Conversion will not occur because the Mandatory Conversion Conditions are not satisfied.</p> <p>If the Mandatory Conversion Conditions are never satisfied there is a risk that the Notes may never Convert and could remain on issue indefinitely.</p>	Sections 2.2.2 and 5.1.9
Holders have no right to request early Exchange	Holders have no right to request that their Notes be Exchanged. Unless their Notes are Exchanged, to realise their investment, Holders would need to sell their Notes on the ASX at the prevailing market price. That price may be less than the Face Value, and there may be no liquid market in the Notes.	Section 5.1.11

Topic	Summary	Where to find more information
Mandatory Conversion or Write Off following a Trigger Event	<p>If Conversion occurs following a Trigger Event, the number of Ordinary Shares a Holder will receive for a Note is limited to the Maximum Conversion Number. This means that, depending on the market price of Ordinary Shares at the time, Holders are likely to receive significantly less than approximately \$101 worth of Ordinary Shares per Note and may suffer loss as a consequence. Where Conversion is not effected within five Business Days after the Trigger Event Conversion Date for any reason (including an Inability Event), the Notes will be Written Off with effect on and from the Trigger Event Conversion Date.</p> <p>If the Notes are Written Off, all rights (including to Distributions) in respect of those Notes will be terminated. A Holder's investment will lose all of its value, they will not have their capital repaid and they will not receive any compensation.</p> <p>A Trigger Event may occur at any time before or after the Scheduled Mandatory Conversion Date and includes where the ANZ Level 1 or Level 2 Group does not hold enough Common Equity Tier 1 Capital or APRA considers that ANZ is or may become non-viable.</p>	Section 5.1.10
Ranking in a winding-up of ANZ	<p>On a winding-up of ANZ, the Notes rank for payment ahead of Ordinary Shares, equally among themselves, equally with Equal Ranking Instruments (including ANZ Capital Securities), and behind all Senior Creditors, including depositors. This means that, on a winding-up, there is a risk that Holders will lose all or some of their investment. If the Notes have been Converted into Ordinary Shares prior to a winding up of ANZ, the Ordinary Shares received on Conversion will rank equally with other Ordinary Shares and rank lower than they would have had they still remained ANZ Capital Notes 3. If Notes are Written Off, Holders will not have their capital repaid and will not be entitled to any return in a winding-up.</p>	Section 5.1.15
ANZ may issue further securities	<p>There is no limit on the amount of senior debt, deposits or other obligations or securities that may be incurred or issued by ANZ at any time, which may affect a Holder's ability to be repaid on a winding up of ANZ.</p>	Section 5.1.20
Fluctuation in Ordinary Share price	<p>The market price of Ordinary Shares will fluctuate due to various factors, including investor perceptions, domestic and worldwide economic conditions, ANZ's financial performance and position, and transactions affecting the share capital of ANZ. As a result, the price used to calculate the number of Ordinary Shares received by Holders upon Conversion may be different to the market price of the Ordinary Shares when they are issued or thereafter.</p>	Sections 5.1.2, 5.1.3, 5.1.4 and 5.1.9
ANZ's financial performance and position	<p>The market price of the Notes (and the Ordinary Shares into which they can Convert) may be affected by ANZ's financial performance and position. For specific risks associated with an investment in ANZ, see Section 5.2.</p> <p>ANZ's financial performance and position may also affect the credit rating associated with ANZ's securities, which may impact the market price and liquidity of the Notes. ANZ's credit rating may be revised, withdrawn or suspended by ratings agencies at any time.</p>	Section 5.2

1.3 INFORMATION ABOUT THE OFFER

Topic	Summary	Where to find more information
Offer Structure	<p>The Offer comprises:</p> <ul style="list-style-type: none"> ■ an ANZ Securityholder Offer; ■ a General Offer; ■ a Broker Firm Offer; and ■ an Institutional Offer. <p>Information about the different types of offers and how to apply is set out in Section 3.</p>	Section 3
Key Dates	<p>Offer Period:</p> <ul style="list-style-type: none"> ■ the Offer opens on 5 February 2015; ■ the ANZ Securityholder Offer and General Offer close at 5:00pm AEDT on 26 February 2015; and ■ the Broker Firm Offer and Institutional Offer close at 10:00am AEDT on 4 March 2015. <p>Issue Date: The Notes are expected to be issued on 5 March 2015.</p> <p>Commencement of trading on ASX: Trading is expected to commence on 6 March 2015 on a deferred settlement basis. Trading on a normal settlement basis is expected to commence on 11 March 2015.</p> <p>Despatch of Confirmation Statements: Confirmation Statements are expected to be despatched by 10 March 2015.</p>	Section 3
How to Apply	<p>ANZ Securityholder Applicants and General Applicants should either apply online at www.anz.com/capitalnotes3 and pay their application monies electronically, or complete a paper Application Form attached to the back of this Prospectus and pay their application monies by cheque or money order.</p> <p>Broker Firm Applicants should contact their Syndicate Broker.</p> <p>Application and settlement procedures for Institutional Investors will be advised to those investors by ANZ Securities.</p>	Section 3
Minimum Application	50 Notes (\$5,000) and thereafter in multiples of 10 Notes (\$1,000).	Section 3
Brokerage and stamp duty	No brokerage, commission or stamp duty is payable for Applications for the Notes. Holders may need to pay subsequent brokerage on any subsequent transfer of the Notes on ASX after quotation.	Section 3
Tax consequences	<p>The taxation implications of investing in the Notes will depend on an investor's individual circumstances. You should obtain your own taxation advice before investing.</p> <p>A general outline of the Australian taxation implications is included in the Taxation Summary in Section 6.</p>	Section 6
Fees and expenses associated with the Offer	ANZ has incurred certain fees and expenses in connection with the Offer and the Prospectus.	Section 7
More information	If you have any questions about the Offer or how to apply for the Notes under the ANZ Securityholder Offer or General Offer, please call the ANZ Information Line on 1800 113 399 (within Australia) or +61 3 9415 4010 (international) (Monday to Friday – 8:30am to 5:30pm AEDT) or contact your broker or other professional adviser. If you have any questions in relation to the Broker Firm Offer, please call your broker.	

2

SECTION 2

ABOUT ANZ CAPITAL NOTES 3

THIS SECTION IS AN OVERVIEW OF THE KEY FEATURES OF ANZ CAPITAL NOTES 3.

WHERE INDICATED, MORE DETAILED INFORMATION IS PROVIDED IN OTHER SECTIONS OF THIS PROSPECTUS AND THE NOTE TERMS.

IT IS IMPORTANT THAT YOU READ THIS PROSPECTUS IN FULL BEFORE DECIDING WHETHER TO APPLY FOR ANZ CAPITAL NOTES 3. IF YOU HAVE ANY QUESTIONS, YOU SHOULD SEEK PROFESSIONAL INVESTMENT ADVICE FROM YOUR FINANCIAL ADVISER OR OTHER PROFESSIONAL ADVISER.

KEY QUESTIONS ABOUT ANZ CAPITAL NOTES 3

2.1. DISTRIBUTIONS

- 2.1.1. How will the Distribution Rate be calculated?
- 2.1.2. How will the Distribution be calculated for each Distribution Period?
- 2.1.3. What is the impact of franking credits?
- 2.1.4. What is the Bank Bill Rate?
- 2.1.5. When are the Distribution Payment Dates?
- 2.1.6. What are the Payment Conditions?
- 2.1.7. What is the Distribution Restriction and when will it apply?
- 2.1.8. Are any deductions made on the Distributions?

2.2. MANDATORY CONVERSION ON A MANDATORY CONVERSION DATE

- 2.2.1. When is the Mandatory Conversion Date?
- 2.2.2. What are the Mandatory Conversion Conditions?
- 2.2.3. What can happen if the Mandatory Conversion Conditions are not satisfied?
- 2.2.4. How many Ordinary Shares will Holders receive on Conversion?
- 2.2.5. What is the Maximum Conversion Number?
- 2.2.6. What adjustments to the Issue Date VWAP are made to account for changes to ANZ's capital?

2.3. OPTIONAL EXCHANGE BY ANZ

- 2.3.1. When is the Optional Exchange Date?
- 2.3.2. What is a Tax Event or Regulatory Event?
- 2.3.3. What are the requirements for Conversion to be elected as the Exchange Method?
- 2.3.4. What are the Optional Conversion Restrictions?
- 2.3.5. What are the further Conversion restrictions on the Exchange Date?
- 2.3.6. Are there any restrictions on Redemption?
- 2.3.7. What happens on Resale?
- 2.3.8. Can Holders request Exchange?

2.4. CONVERSION FOLLOWING A CHANGE OF CONTROL EVENT

- 2.4.1. What happens on a Change of Control Event?
- 2.4.2. What are the further Conversion restrictions on a Change of Control Conversion Date?
- 2.4.3. What happens if Conversion does not occur on a Change of Control Conversion Date?

2.5. CONVERSION FOLLOWING A TRIGGER EVENT

- 2.5.1. What is a Trigger Event?
- 2.5.2. What is a Common Equity Capital Trigger Event?
- 2.5.3. What is a Non-Viability Trigger Event?
- 2.5.4. What is the Common Equity Capital Ratio?
- 2.5.5. When does Conversion on account of a Trigger Event occur?
- 2.5.6. How many Notes need to be Converted or Written Off on the occurrence of a Trigger Event?
- 2.5.7. When will a Note be Written Off?
- 2.5.8. What happens if a Note is Written Off?

2.6. OTHER

- 2.6.1. Can ANZ issue further Notes or other instruments?
- 2.6.2. What voting rights do Notes carry?
- 2.6.3. Can ANZ amend the Note Terms?
- 2.6.4. What is an Approved NOHC Event?
- 2.6.5. Can ANZ change the branch through which the Notes are on issue?
- 2.6.6. What is the ANZ Capital Notes 3 Deed Poll?
- 2.6.7. What if a Holder is not resident in Australia?

2.7. COMPARISON OF ANZ CAPITAL NOTES 3 TO OTHER ANZ INSTRUMENTS

Topic	Summary	Where to find more information
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2.1 DISTRIBUTIONS

ANZ Capital Notes 3 are expected to pay half-yearly Distributions, which are expected to be fully or substantially franked and accordingly Holders are expected to receive a combination of cash Distributions and franking credits.

Payment of the Distributions is at ANZ's discretion and subject to the payment not resulting in ANZ breaching APRA's capital adequacy requirements or becoming (or being likely to become) insolvent, or APRA objecting to the payment (the **Payment Conditions**). The Payment Conditions are described in Section 2.1.6 below.

Distributions on Notes are based on a floating rate and are non-cumulative. This means that if a Distribution or part of a Distribution is not paid on a Distribution Payment Date, Holders have no claim or entitlement in respect of non-payment nor any right to receive that Distribution at any later time. All payments of Distributions are subject to applicable law.

2.1.1 How will the Distribution Rate be calculated?

For fully franked Distributions, the Distribution Rate represents the cash Distribution paid to Holders. Where Distributions are not fully franked an additional cash payment is made to compensate for the unfranked component. Details of the additional payment are set out in Section 2.1.3.

The Distribution Rate for each Distribution Period will be set on the first Business Day of each Distribution Period and will be calculated using the following formula:

Distribution Rate = (Bank Bill Rate + Margin) x (1 – Tax Rate) where:

Bank Bill Rate means the Bank Bill Rate on the first Business Day of the Distribution Period – see Section 2.1.4;

Margin is 3.6%, as determined under the Bookbuild; and

Tax Rate is the Australian corporate tax rate applicable to the franking account of ANZ as at the relevant Distribution Payment Date. As at the date of this Prospectus, the relevant rate is 30%.

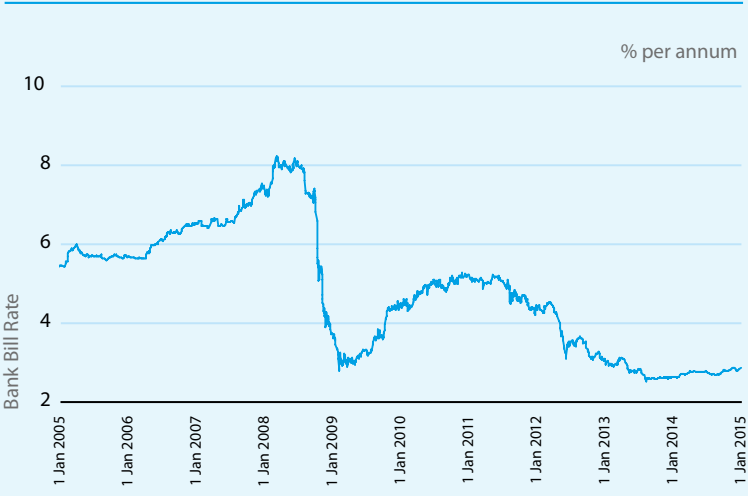
As an example, assuming the Bank Bill Rate on the first Business Day of the Distribution Period is 2.4000% per annum and given that the Margin is 3.600% per annum, then the Distribution Rate for that Distribution Period would be calculated as follows:

Bank Bill Rate	2.4000% per annum
Plus the Margin	+ 3.6000% per annum
Equivalent unfranked distribution rate	6.0000% per annum
Multiplied by (1 – Tax Rate)	x 0.70
Indicative Distribution Rate	4.2000% per annum

Clause 3.1 of the
Note Terms

Topic	Summary	Where to find more information												
2.1 DISTRIBUTIONS (CONT)														
<p>2.1.2 How will the Distribution be calculated for each Distribution Period?</p>	<p>Distributions scheduled to be paid on each Distribution Payment Date will be calculated using the following formula:</p> $\text{Distribution} = \frac{\text{Face Value} \times \text{Distribution Rate} \times \text{N}}{365}$ <p>where:</p> <p>Face Value means \$100 per Note;</p> <p>Distribution Rate means the rate (expressed as a percentage per annum) calculated as set out in Section 2.1.1; and</p> <p>N means the number of days in the Distribution Period calculated as set out in the Note Terms.</p> <p>As an example, if the Distribution Rate was 4.2000% per annum and assuming Distributions on the Notes are fully franked, then the cash Distribution on each Note for that Distribution Period (if the Distribution Period was for 182 days) would be calculated as follows:</p> <table border="0" data-bbox="459 952 1166 1131"> <tr> <td>Indicative Distribution Rate</td> <td>4.2000% per annum</td> </tr> <tr> <td>Multiplied by the Face Value</td> <td>x \$100.00</td> </tr> <tr> <td>Multiplied by the number of days in the Distribution Period</td> <td>x 182</td> </tr> <tr> <td>Divided by 365</td> <td>÷ 365</td> </tr> <tr> <td colspan="2"><hr/></td> </tr> <tr> <td>Indicative fully franked cash Distribution payment for the Distribution Period per Note</td> <td>\$2.0942</td> </tr> </table> <p>The above example represents a cash Distribution of \$2.0942 only where the Note is fully franked. Where Distributions are not fully franked, an additional cash payment is made to compensate for the unfranked component. Details of the additional payment is set out in Section 2.1.3.</p> <p>The above example is for illustrative purposes only and does not indicate, guarantee or forecast the actual Distribution payable for any Distribution Period. Actual Distributions may be higher or lower than this example.</p> <p>The Distribution Rate for the first Distribution Period will be set on the Issue Date and will include the Margin of 3.6% determined under the Bookbuild. For the purposes of calculating the first Distribution, you should note that the first Distribution Period is a longer period of 203 days and Distribution Periods will otherwise generally be 181 to 184 days.</p> <p>Distributions will be paid in Australian dollars by direct credit into an Australian dollar account (excluding credit card accounts) maintained in Australia with a financial institution nominated by the Holder or, at ANZ's option if no such account is notified, by sending a cheque on or before the payment date.</p>	Indicative Distribution Rate	4.2000% per annum	Multiplied by the Face Value	x \$100.00	Multiplied by the number of days in the Distribution Period	x 182	Divided by 365	÷ 365	<hr/>		Indicative fully franked cash Distribution payment for the Distribution Period per Note	\$2.0942	<p>Clauses 3.1, 13 and 17.2 of the Note Terms</p>
Indicative Distribution Rate	4.2000% per annum													
Multiplied by the Face Value	x \$100.00													
Multiplied by the number of days in the Distribution Period	x 182													
Divided by 365	÷ 365													
<hr/>														
Indicative fully franked cash Distribution payment for the Distribution Period per Note	\$2.0942													

Topic	Summary	Where to find more information														
2.1 DISTRIBUTIONS (CONT)																
2.1.3 What is the impact of franking credits?	<p>Distributions are expected to be fully or substantially franked and, accordingly, Holders are expected to receive a combination of cash Distributions and franking credits.</p> <p>If the potential value of the franking credits is taken into account in full, the Distribution Rate of 4.2% per annum in the example in Section 2.1.2 would be equivalent to an unfranked distribution rate of approximately 6% per annum.</p> <p>If any Distribution is not franked or only partially franked, the amount of the cash Distribution will be increased to compensate for the unfranked component, subject to the Payment Conditions. Clause 3.2 of the Note Terms sets out the method of calculation for the additional payment. For example, if the franking rate applicable to the Distribution was only 90%, then the cash Distribution on each Note for that Distribution Period (if the Distribution Period was for 182 days) would be calculated as follows:</p> <table border="0" data-bbox="427 891 1134 1234"> <tr> <td>Indicative Distribution Rate</td> <td>4.2000% per annum</td> </tr> <tr> <td>Multiplied by the Face Value</td> <td>x \$100.00</td> </tr> <tr> <td>Multiplied by the number of days in the Distribution Period¹²</td> <td>x182</td> </tr> <tr> <td>Divided by 365</td> <td>÷ 365</td> </tr> <tr> <td>Sub total</td> <td>\$2.0942</td> </tr> <tr> <td>Divided by 1 – (Tax Rate x (1 – Franking Rate))</td> <td>0.97</td> </tr> <tr> <td>Indicative partially franked cash Distribution payment for the Distribution Period per Note</td> <td>\$2.1590</td> </tr> </table> <p>The above example is for illustrative purposes only and does not indicate, guarantee or forecast the actual Distribution payable for any Distribution Period. Actual Distributions may be higher or lower than this example.</p> <p>Holders should be aware that the potential value of any franking credits does not accrue at the same time as the receipt of any cash Distribution. Holders should also be aware that the ability to use the franking credits, either as an offset to a tax liability or by claiming a refund after the end of the income year, will depend on the individual tax position of each Holder.</p> <p>If the corporate tax rate were to change, the relative components of Distributions, which are in the form of cash and franking credits, will change. In this regard, the current Coalition Government's pre-election policy announcements included a proposal to reduce the corporate tax rate from 30% to 28.5% from 1 July 2015. Although their policy announcements also included a proposal to impose a 1.5% special levy from 1 July 2015 on companies with taxable income exceeding \$5 million, such a levy would not be treated as part of the corporate tax rate for franking purposes.</p>	Indicative Distribution Rate	4.2000% per annum	Multiplied by the Face Value	x \$100.00	Multiplied by the number of days in the Distribution Period ¹²	x182	Divided by 365	÷ 365	Sub total	\$2.0942	Divided by 1 – (Tax Rate x (1 – Franking Rate))	0.97	Indicative partially franked cash Distribution payment for the Distribution Period per Note	\$2.1590	Sections 5 and 6 Clause 3.2 of the Note Terms
Indicative Distribution Rate	4.2000% per annum															
Multiplied by the Face Value	x \$100.00															
Multiplied by the number of days in the Distribution Period ¹²	x182															
Divided by 365	÷ 365															
Sub total	\$2.0942															
Divided by 1 – (Tax Rate x (1 – Franking Rate))	0.97															
Indicative partially franked cash Distribution payment for the Distribution Period per Note	\$2.1590															

Topic	Summary	Where to find more information
2.1.3 (Cont) What is the impact of franking credits?	<p>It remains to be seen whether legislation to reduce the corporate tax rate will actually be introduced and enacted. If the corporate tax rate is reduced to 28.5% from 1 July 2015, then from that time the cash amount of Distributions will increase to compensate the Holder for the reduction in franking credits.</p> <p>Holders should refer to the Taxation Summary in Section 6 and seek professional advice in relation to their tax position.</p>	Sections 5 and 6 Clause 3.2 of the Note Terms
2.1.4 What is the Bank Bill Rate?	<p>The Bank Bill Rate is a benchmark interest rate for the Australian money market, commonly used by major Australian financial institutions to lend short-term cash to each other over a 180 day period. This rate changes to reflect the supply and demand within the cash market.</p> <p>The graph below illustrates the movement in the Bank Bill Rate over the last 10 years. The rate on 4 February 2015 was 2.39% per annum.</p> <p>180 DAY BANK BILL RATE FROM 1 JANUARY 2005 TO 1 JANUARY 2015</p>  <p>The above graph is for illustrative purposes only and does not indicate, guarantee or forecast the actual Bank Bill Rate. The actual Bank Bill Rate for the first and subsequent Distribution Periods may be higher or lower than the rates in the above graph.</p>	Section 5.1.23 Clause 3.1 of the Note Terms

Topic	Summary	Where to find more information
2.1 DISTRIBUTIONS (CONT)		
<p>2.1.5 When are the Distribution Payment Dates?</p>	<p>Subject to ANZ's absolute discretion and the Payment Conditions, Distributions are payable half-yearly in arrears on the Distribution Payment Dates. The first Distribution Payment Date is 24 September 2015.</p> <p>Subsequent Distribution Payment Dates occur on 24 September and 24 March each year. If any of these dates are not Business Days, then the Distribution Payment Date will occur on the next Business Day.</p> <p>In addition, if Exchange occurs on a day that is not a scheduled Distribution Payment Date (other than as a result of a Trigger Event where Holders have no right to a Distribution), subject to ANZ's absolute discretion and the Payment Conditions, Holders that are being Exchanged will also receive a Distribution in respect of those Notes for the period from the immediately preceding Distribution Payment Date to (but excluding) the date on which Exchange occurs.</p>	<p>Clauses 3.3, 3.5 and 17.2 of the Note Terms</p>
<p>2.1.6 What are the Payment Conditions?</p>	<p>Distributions may not always be paid. The payment of each Distribution is subject to ANZ's absolute discretion and no Payment Condition existing in respect of the relevant Distribution Payment Date.</p> <p>A Payment Condition will exist where:</p> <ul style="list-style-type: none"> ■ the payment of Distributions will result in ANZ (on a Level 1 basis) or the ANZ Group (on a Level 2 basis or, if applicable, a Level 3 basis) not complying with APRA's then current capital adequacy requirements; ■ the payment of Distributions would result in ANZ becoming, or being likely to become, insolvent for the purposes of the Corporations Act; or ■ APRA objects to the payment of the Distribution. <p>All payments are subject to applicable law.</p>	<p>Clauses 3.3, 13.9 and 17.2 of the Note Terms</p>
<p>2.1.7 What is the Distribution Restriction and when will it apply?</p>	<p>If for any reason a Distribution has not been paid in full on a Distribution Payment Date (the Relevant Distribution Payment Date), ANZ must not, subject to certain exceptions, without approval of a Special Resolution, until and including the next Distribution Payment Date:</p> <ul style="list-style-type: none"> ■ resolve to pay or pay any Ordinary Share Dividend; or ■ undertake any Buy-Back or Capital Reduction, <p>unless the Distribution is paid in full within 3 Business Days of the Relevant Distribution Payment Date.</p>	<p>Clauses 3.8 and 3.9 of the Note Terms</p>
<p>2.1.8 Are any deductions made on the Distributions?</p>	<p>ANZ may deduct from any Distribution payable in accordance with the Note Terms the amount of any withholding or other tax, duty or levy required by law to be deducted in respect of such amount (Tax).</p> <p>If a deduction from a Distribution is required by a law of a jurisdiction (other than Australia) where ANZ is resident or where the branch through which the Notes are on issue is located then, subject to certain exceptions, ANZ will make additional payments so that the Holder will receive the amount it would have received had the deduction not been required.</p> <p>ANZ may also make a deduction on account of FATCA and is not required to pay an additional amount (or take any further action) where it has made a deduction on account of Tax or FATCA.</p> <p>Holders will be required to notify the registry if they are a New Zealand tax resident or engaged in business in New Zealand through a fixed establishment (as defined in the New Zealand Income Tax Act 2007) in New Zealand (NZ Tax Residents). NZ withholding tax for NZ Tax Residents will be withheld at the applicable top marginal tax rate.</p>	<p>Clauses 3.7, 13.10 and 17.2 of the Note Terms</p>

Topic	Summary	Where to find more information
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2.2 MANDATORY CONVERSION ON A MANDATORY CONVERSION DATE

ANZ Capital Notes 3 will be Converted into Ordinary Shares on 24 March 2025, if the Notes have not been Exchanged prior, provided that certain conditions are met. These conditions may never be satisfied and therefore Notes may never Convert into Ordinary Shares. The number of Ordinary Shares that Holders will receive for a Note on a Mandatory Conversion will never be greater than the Maximum Conversion Number.

Upon Conversion on a Mandatory Conversion Date, Holders will receive approximately \$101 worth of Ordinary Shares per Note based on the VWAP during the 20 Business Days on which trading in Ordinary Shares took place immediately preceding (but not including) the Mandatory Conversion Date.¹⁰

<p>2.2.1 When is the Mandatory Conversion Date?</p>	<p>The Mandatory Conversion Date is 24 March 2025 provided that all of the Mandatory Conversion Conditions are satisfied (see Section 2.2.2).</p> <p>If any of the Mandatory Conversion Conditions are not satisfied with respect to 24 March 2025, then the Mandatory Conversion Date will be deferred until the first Distribution Payment Date following 24 March 2025 in respect of which all of the Mandatory Conversion Conditions are satisfied.</p>	<p>Clause 4 of the Note Terms</p>
<p>2.2.2 What are the Mandatory Conversion Conditions?</p>	<p>The Mandatory Conversion Conditions are as follows:</p> <p>First Mandatory Conversion Condition: the VWAP on the 25th Business Day immediately preceding (but not including) a possible Mandatory Conversion Date (or, if no trading in Ordinary Shares took place on that 25th Business Day, the first Business Day on which trading in Ordinary Shares took place immediately preceding (but not including) that date) is greater than 56.00% of the Issue Date VWAP.</p> <p>The Issue Date VWAP means the VWAP during the period of 20 Business Days on which trading in Ordinary Shares took place immediately preceding (but not including) the first date on which any Notes were issued, subject to certain adjustments.</p> <p>Second Mandatory Conversion Condition: the VWAP during the period of 20 Business Days on which trading in Ordinary Shares took place immediately preceding (but not including) a possible Mandatory Conversion Date (Second Test Period) is greater than 50.51% of the Issue Date VWAP.</p> <p>The Maximum Conversion Number for such a Mandatory Conversion is generally calculated by reference to 50% of the Issue Date VWAP (see Section 2.2.5). Setting the Second Mandatory Conversion Condition at 50.51% reflects this 50% limit adjusted for the 1% conversion discount.</p> <p>The First Mandatory Conversion Condition and the Second Mandatory Conversion Condition are intended to provide protection to Holders from receiving less than approximately \$101 worth of Ordinary Shares per Note on Conversion (based on the VWAP, during the 20 Business Days on which trading in Ordinary Shares took place immediately preceding (but not including) the Mandatory Conversion Date).¹⁰</p>	<p>Clauses 4.3, 6.1 and 17.2 of the Note Terms</p>

¹⁰ The VWAP during the 20 Business Days on which trading in Ordinary Shares took place immediately preceding (but not including) the Mandatory Conversion Date that is used to calculate the number of Ordinary Shares that Holders receive may differ from the Ordinary Share price on or after the Mandatory Conversion Date. This means that the value of Ordinary Shares received may be more or less than anticipated when they are issued or thereafter.

Topic	Summary	Where to find more information
2.2 MANDATORY CONVERSION ON A MANDATORY CONVERSION DATE (CONT)		
2.2.2 (Cont) What are the Mandatory Conversion Conditions?	<p>Third Mandatory Conversion Condition: On the possible Mandatory Conversion Date, Ordinary Shares remain listed and admitted to trading on ASX, the trading of Ordinary Shares has not been suspended (or, if it has been suspended, such suspension has not been for more than five consecutive Business Days prior to the possible Mandatory Conversion Date and the suspension is not continuing on the possible Mandatory Conversion Date), and no Inability Event exists (which means that ANZ is prevented by law or other reasons from Converting the Notes).</p> <p>The Third Mandatory Conversion Condition is intended to provide protection to Holders to enable them to sell the Ordinary Shares they receive on ASX, if they wish to do so. See Section 5.1.1 regarding the risk of liquidity as it relates to Ordinary Shares.</p>	Clauses 4.3 and 17.2 of the Note Terms
2.2.3 What can happen if the Mandatory Conversion Conditions are not satisfied?	<p>If any of the Mandatory Conversion Conditions for Mandatory Conversion are not satisfied, Conversion is deferred until the next Distribution Payment Date on which all of the Mandatory Conversion Conditions are satisfied.</p> <p>Conversion following a Trigger Event is not subject to the Mandatory Conversion Conditions or other conditions.</p> <p>Conversion following a Change of Control Event is subject to certain conditions and restrictions.</p>	Clauses 4.2, 4.4, 4.9, 4.10 and 6 of the Note Terms
2.2.4 How many Ordinary Shares will Holders receive on Conversion?	<p>If Notes are Converted, Holders will receive a number of Ordinary Shares per Note that is equivalent to the number calculated using the following formula:</p> $\frac{\text{Face Value}}{99\% \times \text{VWAP}}$ <p>VWAP for this purpose will depend on the circumstances giving rise to the Conversion. If the Conversion occurs as a result of a Trigger Event the VWAP is the VWAP during the 5 Business Days on which trading in Ordinary Shares took place immediately preceding (but not including) the Trigger Event Conversion Date. If the Conversion occurs on a Mandatory Conversion Date, the VWAP is the VWAP during the 20 Business Days on which trading in Ordinary Shares took place immediately preceding (but not including) the Mandatory Conversion Date. If the Conversion occurs as a result of a Change of Control Event, the VWAP is the VWAP during (generally) the 20 Business Days on which trading in Ordinary Shares took place immediately preceding (but not including) the Business Day before the Change of Control Conversion Date.¹¹ Conversion is subject to the Maximum Conversion Number (see Section 2.2.5).</p>	Clauses 6 and 17.2 of the Note Terms

¹¹ Failure to satisfy the Mandatory Conversion Conditions may mean that the Notes remain on issue indefinitely.

Topic	Summary	Where to find more information												
2.2 MANDATORY CONVERSION ON A MANDATORY CONVERSION DATE (CONT)														
<p>2.2.5 What is the Maximum Conversion Number?</p>	<p>The Maximum Conversion Number is determined using the following formula:</p> $\frac{\text{Face Value}}{\text{Issue Date VWAP} \times \text{Relevant Number}}$ <p>Where Relevant Number means:</p> <ul style="list-style-type: none"> ■ if Conversion occurs on a Mandatory Conversion Date, 0.5; and ■ if Conversion occurs on any other date, 0.2. <p>The Maximum Conversion Number is set to reflect a VWAP of 50% of the Issue Date VWAP if the Conversion occurs on a Mandatory Conversion Date, and 20% if the Conversion occurs at any other time.</p> <p>For example:</p> <ul style="list-style-type: none"> ■ if the Issue Date VWAP is \$32.00, then the Maximum Conversion Number on a Mandatory Conversion Date would be calculated as follows: <table data-bbox="485 931 1031 1043"> <tr> <td>Face Value</td> <td>\$100.00</td> </tr> <tr> <td>Divided by Issue Date VWAP × 0.5</td> <td>÷ \$16</td> </tr> <tr> <td>Indicative Maximum Conversion Number</td> <td>6.2500</td> </tr> </table> ■ if the Issue Date VWAP is \$32.00, then the Maximum Conversion Number if a Conversion occurs at any time other than on a Mandatory Conversion Date would be calculated as follows: <table data-bbox="485 1167 1031 1279"> <tr> <td>Face Value</td> <td>\$100.00</td> </tr> <tr> <td>Divided by Issue Date VWAP × 0.2</td> <td>÷ \$6.40</td> </tr> <tr> <td>Indicative Maximum Conversion Number</td> <td>15.6250</td> </tr> </table> <p>The above examples are for illustrative purposes only and do not indicate, guarantee or forecast the actual Issue Date VWAP or Maximum Conversion Number. The actual Issue Date VWAP and Maximum Conversion Number may be higher or lower than in the examples and these factors may be adjusted after the Issue Date in limited circumstances (see Section 2.2.6).</p>	Face Value	\$100.00	Divided by Issue Date VWAP × 0.5	÷ \$16	Indicative Maximum Conversion Number	6.2500	Face Value	\$100.00	Divided by Issue Date VWAP × 0.2	÷ \$6.40	Indicative Maximum Conversion Number	15.6250	<p>Clauses 6.1 to 6.7 of the Note Terms</p>
Face Value	\$100.00													
Divided by Issue Date VWAP × 0.5	÷ \$16													
Indicative Maximum Conversion Number	6.2500													
Face Value	\$100.00													
Divided by Issue Date VWAP × 0.2	÷ \$6.40													
Indicative Maximum Conversion Number	15.6250													
<p>2.2.6 What adjustments to the Issue Date VWAP are made to account for changes to ANZ's capital?</p>	<p>The Issue Date VWAP, and consequently the Maximum Conversion Number, may be adjusted to reflect a consolidation, division or reclassification of Ordinary Shares and pro rata bonus issues as set out in the Note Terms (but not other transactions, including rights issues, which may affect the capital of ANZ).</p> <p>However, no adjustment shall be made to the Issue Date VWAP where such adjustment (rounded if applicable) would be less than one per cent of the Issue Date VWAP then in effect.</p>	<p>Clauses 6.2 to 6.8 of the Note Terms</p>												

2.3 OPTIONAL EXCHANGE BY ANZ

On the Optional Exchange Date, ANZ may choose to Exchange all or some ANZ Capital Notes 3 on issue.

ANZ may also choose to Exchange some or all Notes on issue after the occurrence of a Tax Event or Regulatory Event.

In this context, **Exchange** means, subject to APRA's prior written approval and provided certain conditions are satisfied:

- Notes may be Converted into a variable number of Ordinary Shares with a value¹² of approximately \$101 per Note;
- Notes may be Redeemed for \$100 per Note;
- Notes may be Resold to a purchaser nominated by ANZ (that cannot be ANZ or a Related Entity of ANZ) for \$100 per Note; or
- a combination of the above.

Importantly, ANZ may only elect to Redeem the Notes if the Notes are replaced concurrently or beforehand with Tier 1 Capital of the same or better quality and the replacement is done under conditions that are suitable for ANZ's income capacity or APRA is satisfied that ANZ's regulatory capital position is well above its minimum capital requirements after ANZ elects to Redeem the Notes. This is intended to protect ANZ's creditors (including depositors).

Holders should not expect that APRA will give its approval to any Exchange.

2.3.1 When is the Optional Exchange Date?	The Optional Exchange Date is 24 March 2023.	Clause 17.2 of the Note Terms
2.3.2 What is a Tax Event or Regulatory Event?	<p>A summary of these events which give ANZ a right to Exchange Notes is as follows:</p> <ul style="list-style-type: none"> ■ a Tax Event will broadly occur if ANZ receives professional advice that, as a result of: <ul style="list-style-type: none"> ■ a change in the tax law in Australia or New Zealand; or ■ an administrative pronouncement or ruling affecting taxation in Australia or New Zealand, <p>on or after the Issue Date (and which on the Issue Date was not expected by ANZ to occur), there is more than an insubstantial risk which the Directors determine to be unacceptable that ANZ would be required to make additional payments in respect of any deductions required by the laws of any Relevant Jurisdictions (other than Australia) or be exposed to more than an insignificant adverse tax consequence relation to Notes being on issue or any Distribution would not be a frankable distribution for tax purposes; and</p> <ul style="list-style-type: none"> ■ a Regulatory Event will broadly occur if ANZ receives legal advice that, as a result of a change of Australian law or regulation or any statement of APRA on or after the Issue Date (and which on the Issue Date was not expected by ANZ to occur) (a Regulatory Change), additional requirements would be imposed on ANZ in relation to Notes which the Directors determine to be unacceptable, or the Directors determine that, as a result of a Regulatory Change, ANZ is not or will not be entitled to treat all Notes as Additional Tier 1 Capital. 	Clauses 5.1 and 17.2 of the Note Terms

¹² Based on the VWAP during a period, usually 20 Business Days, on which trading in Ordinary Shares took place immediately preceding (but not including) the Exchange Date. The VWAP of Ordinary Shares during the relevant period before the Exchange Date that is used to calculate the number of Ordinary Shares that Holders receive may differ from the Ordinary Share price on or after the Exchange Date. This means that the value of Ordinary Shares received may be more or less than anticipated when they are issued or thereafter.

Topic	Summary	Where to find more information
2.3 OPTIONAL EXCHANGE BY ANZ (CONT)		
<p>2.3.3 What are the requirements for Conversion to be elected as the Exchange Method?</p>	<p>ANZ may not choose to Convert Notes under an optional Exchange if, on the second Business Day before the date on which ANZ sends a notice advising Holders that it wishes to Convert Notes (or, if trading in Ordinary Shares did not occur on that date, the last Business Day prior to that date on which trading in Ordinary Shares occurred) (Non-Conversion Test Date), an Optional Conversion Restriction applies (see Section 2.3.4).</p> <p>Further, if ANZ has chosen to Convert Notes, ANZ may not proceed to Convert Notes if, on the Exchange Date, certain further restrictions apply (see Section 2.3.5).</p>	<p>Clauses 5.2, 5.4 and 5.5 of the Note Terms</p>
<p>2.3.4 What are the Optional Conversion Restrictions?</p>	<p>The Optional Conversion Restrictions are:</p> <p>First Optional Conversion Restriction: the VWAP on the Non-Conversion Test Date is less than or equal to 22.50% of the Issue Date VWAP; and</p> <p>Second Optional Conversion Restriction: on the Non-Conversion Test Date Ordinary Shares are not listed or admitted to trading on ASX, the trading of Ordinary Shares has been suspended for at least five consecutive Business Days prior to the Non-Conversion Test Date and remains suspended on the Non-Conversion Test Date, or an Inability Event subsists.</p>	<p>Clauses 5.4 and 17.2 of the Note Terms</p>
<p>2.3.5 What are the further Conversion restrictions on the Exchange Date?</p>	<p>The further Conversion restrictions on the Exchange Date are that the Second Mandatory Conversion Condition (as if it referred to 20.21% of the Issue Date VWAP) or the Third Mandatory Conversion Condition would not be satisfied in respect of the Exchange Date as if the Exchange Date were a possible Mandatory Conversion Date.</p> <p>If the Conversion restrictions on the Exchange Date apply, ANZ will notify Holders and the Conversion will be deferred until the next Distribution Payment Date (under clause 3.5(a) of the Note Terms) on which the Mandatory Conversion Conditions would be satisfied as if that Distribution Payment Date were a possible Mandatory Conversion Date unless otherwise Exchanged earlier.</p>	<p>Clause 5.5 of the Note Terms</p>
<p>2.3.6 Are there any restrictions on Redemption?</p>	<p>ANZ may only elect to Redeem Notes with APRA's prior written approval. ANZ is not permitted to Redeem any Note at any time unless those Notes being Redeemed are replaced concurrently or beforehand with Tier 1 Capital of the same or better quality as the Notes and the replacement of the Notes is done under conditions that are sustainable for ANZ's income capacity, or APRA is satisfied that ANZ's capital position is well above its minimum capital requirements after ANZ elects to Redeem the Notes.</p>	<p>Clauses 5.2(c) and 7 of the Note Terms</p>
<p>2.3.7 What happens on Resale?</p>	<p>If ANZ elects for Notes to be Resold, subject to payment by the purchaser nominated by ANZ of the Face Value of those Notes, the Holder's Notes will be transferred to the purchaser on the Exchange Date. If the purchaser does not pay the Face Value of any Notes, these Notes will not be transferred and the Holder has no claim against ANZ as a result of the non-payment.</p>	<p>Clause 8 of the Note Terms</p>

Topic	Summary	Where to find more information
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2.3 OPTIONAL EXCHANGE BY ANZ (CONT)

2.3.8 Can Holders request Exchange?	Holders do not have a right to request Exchange.	Clause 9.11(g) of the Note Terms
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2.4 CONVERSION FOLLOWING A CHANGE OF CONTROL EVENT

ANZ must Convert all ANZ Capital Notes 3 on issue if a Change of Control Event occurs, subject to certain restrictions.

A Change of Control Event occurs if certain takeover bids or steps for a scheme of arrangement occur in relation to ANZ and certain further approvals or conditions needed for the acquisition to occur or be implemented have been obtained, satisfied or waived.

As with other types of Conversion (other than where a Trigger Event occurs), there are conditions to Conversion following a Change of Control Event which are designed to ensure that Holders receive approximately \$101 worth of Ordinary Shares for each Note that they hold, and that the Ordinary Shares they receive following Conversion are capable of being sold on the ASX.

There is a risk that these conditions may never be satisfied. Therefore, the Notes may never Convert into Ordinary Shares following a Change of Control Event.

2.4.1 What happens on a Change of Control Event?	If a Change of Control Event occurs, ANZ must, subject to certain further restrictions, give a Change of Control Conversion Notice to Convert each Note into a number of Ordinary Shares with a value of approximately \$101 (based on the VWAP during a period, usually 20 Business Days, on which trading in Ordinary Shares took place immediately preceding (but not including) the Business Day before the Change of Control Conversion Date), provided certain conditions are satisfied (see below). ¹³	Clauses 4.10 and 17.2 of the Note Terms
2.4.2 What are the further Conversion restrictions on a Change of Control Conversion Date?	Following the occurrence of a Change of Control Event, ANZ may not proceed to Convert Notes if, on the date on which Conversion is to occur (Change of Control Conversion Date), certain further restrictions apply. These Conversion restrictions on the Change of Control Conversion Date apply if the Second Mandatory Conversion Condition (applied as if it referred to 20.21% of the Issue Date VWAP) or the Third Mandatory Conversion Condition would not be satisfied in respect of the Change of Control Conversion Date as if the Change of Control Conversion Date were a possible Mandatory Conversion Date.	Clause 4.10 of the Note Terms
2.4.3 What happens if Conversion does not occur on a Change of Control Conversion Date?	If ANZ has given a Change of Control Conversion Notice but the restrictions prevent Conversion, ANZ will give a new Change of Control Conversion Notice to Convert the Notes on the next Distribution Payment Date (under clause 3.5(a) of the Note Terms). Conversion will not occur if the restrictions described in Section 2.4.2 apply on that date. This process will be repeated until a Conversion occurs.	Section 2.4.2 Clause 4.10 of the Note Terms

¹³ If Conversion occurs as a result of a Change of Control Event, the period for calculating the VWAP may be less than 20 Business Days on which trading in Ordinary Shares took place immediately preceding (but not including) the Business Day before the Change of Control Conversion Date. See clause 17.2 (definition of "VWAP Period") of the Note Terms. The VWAP during the relevant period before the Change of Control Conversion Date that is used to calculate the number of Ordinary Shares that Holders receive may differ from the Ordinary Share price on or after the Change of Control Conversion Date. This means that the value of Ordinary Shares received may be more or less than anticipated when they are issued or thereafter.

Topic	Summary	Where to find more information
2.5 CONVERSION FOLLOWING A TRIGGER EVENT		
ANZ Capital Notes 3 may be required to be Converted following the occurrence of a Trigger Event.		
The Mandatory Conversion Conditions do not apply to a Conversion following a Trigger Event. The number of Ordinary Shares that Holders will receive on a Conversion in these circumstances will not be greater than the Maximum Conversion Number.		
A Trigger Event may occur where ANZ encounters severe financial difficulty. In the event of a Conversion following a Trigger Event, depending on the market price of Ordinary Shares at the relevant time, Holders are likely to receive Ordinary Shares that are worth significantly less than approximately \$101 for each Note they hold and may suffer loss as a consequence. If the Notes are not Converted for any reason (including an Inability Event) they will be Written Off, which means all rights in relation to those Notes will be terminated, and Holders will not have their capital repaid.		
2.5.1 What is a Trigger Event?	<p>A Trigger Event is constituted by either a Common Equity Capital Trigger Event or a Non-Viability Trigger Event.</p> <p>ANZ may be required to Convert a number of Notes into Ordinary Shares following the occurrence of a Trigger Event. A Conversion following a Trigger Event is not subject to the Mandatory Conversion Conditions.</p> <p>If Conversion occurs following a Trigger Event, the number of Ordinary Shares received is limited to the Maximum Conversion Number. This means that, depending on the market price of Ordinary Shares at the relevant time, a Holder is likely to receive significantly less than approximately \$101 worth of Ordinary Shares per Note and may suffer a loss as a consequence.</p> <p>If Conversion has not been effected within 5 Business Days after the Trigger Event Conversion Date for any reason (including an Inability Event), the Notes will be Written Off with effect on and from the Trigger Event Conversion Date (see below at Section 2.5.7).</p>	Clauses 4.5, 4.6, 4.9, 6.1, 6.12 and 17.2 of the Note Terms
2.5.2 What is a Common Equity Capital Trigger Event?	<p>A Common Equity Capital Trigger Event will occur if, at any time ANZ determines, or APRA has notified ANZ in writing that it believes, that a Common Equity Capital Ratio is equal to or less than 5.125%.</p> <p>ANZ must immediately notify APRA in writing if it makes such a determination.</p>	Clause 4.5 of the Note Terms
2.5.3 What is a Non-Viability Trigger Event?	<p>A Non-Viability Trigger Event will occur if, at any time:</p> <ul style="list-style-type: none"> ■ APRA notifies ANZ in writing that conversion or write off of Relevant Securities is necessary because, without it, APRA considers that ANZ would become non-viable; or ■ APRA notifies ANZ in writing that it has determined that without a public sector injection of capital (or equivalent support) ANZ would become non-viable. <p>APRA has not provided guidance on when it will consider an entity to be non-viable. However, it is likely that APRA will consider an entity to be non-viable when, for example, the entity is suffering from significant financial stress, is insolvent or cannot raise money in the public or private market.</p>	Clause 4.6 of the Note Terms

Topic	Summary	Where to find more information																									
2.5 CONVERSION FOLLOWING A TRIGGER EVENT (CONT)																											
<p>2.5.4 What is the Common Equity Capital Ratio?</p>	<p>The Common Equity Capital Ratio is the ratio of Common Equity Tier 1 Capital of the ANZ Level 1 Group or the ANZ Level 2 Group (as applicable) (including ordinary shares, retained earnings and certain reserves but net of Common Equity Tier 1 Capital Deductions) to the risk weighted assets of the ANZ Level 1 Group or the ANZ Level 2 Group respectively, as prescribed by APRA.</p> <p>The Common Equity Capital Ratio of the ANZ Level 2 Group was 8.8% at 30 September 2014. The Common Equity Capital Ratio of the ANZ Level 1 Group was 9.1% at 30 September 2014.</p> <p>From 1 January 2016, ANZ will be required to maintain capital conservation buffers in excess of APRA's minimum capital requirements. These buffers are designed to ensure that banks build up capital buffers outside periods of stress which can be drawn down in more difficult economic environments. ANZ will target a Common Equity Capital Ratio in the high 8% range during normal conditions which is above the Common Equity Capital Trigger Event level of 5.125% and APRA's minimum capital requirements.</p> <p>However, ANZ gives no assurance as to what its Common Equity Capital Ratio for the ANZ Level 1 Group or ANZ Level 2 Group will be at any time as it may be significantly impacted by unexpected events affecting its business, operations and financial condition. (See Section 4.3 for more information about the Common Equity Capital Ratio).</p> <p>The graph below illustrates the historical Common Equity Capital Ratio of the ANZ Level 2 Group under APRA regulations applicable at the time.</p> <ol style="list-style-type: none"> 1. The Common Equity Capital Ratio shown here is of the ANZ Level 2 Group. 2. APRA's Basel III Prudential Standards came into effect from 1 January 2013. Prior to that ANZ reported its capital ratios under the previous Basel II framework as implemented by APRA. The Basel III capital ratios for 30 September 2012 are calculated based on APRA's Basel III Prudential Standards.  <table border="1" data-bbox="464 1429 1126 1794"> <caption>Common Equity Capital Ratio Data</caption> <thead> <tr> <th>Year</th> <th>Common Equity Capital Ratio (2013)</th> <th>Capital conservation buffer (2016)</th> <th>D-SIB capital buffer (2016)</th> <th>Total Ratio</th> </tr> </thead> <tbody> <tr> <td>Regulatory minimum</td> <td>4.5%</td> <td>2.5%</td> <td>1.0%</td> <td>8.0%</td> </tr> <tr> <td>Sep-12</td> <td>8.0%</td> <td>-</td> <td>-</td> <td>8.0%</td> </tr> <tr> <td>Sep-13</td> <td>8.5%</td> <td>-</td> <td>-</td> <td>8.5%</td> </tr> <tr> <td>Sep-14</td> <td>8.8%</td> <td>-</td> <td>-</td> <td>8.8%</td> </tr> </tbody> </table> <p>The above graph is for illustrative purposes only and does not indicate, guarantee or forecast ANZ's Common Equity Capital Ratio. The ratio may be higher or lower and may be affected by unexpected events affecting ANZ's business, operations and financial condition.</p>	Year	Common Equity Capital Ratio (2013)	Capital conservation buffer (2016)	D-SIB capital buffer (2016)	Total Ratio	Regulatory minimum	4.5%	2.5%	1.0%	8.0%	Sep-12	8.0%	-	-	8.0%	Sep-13	8.5%	-	-	8.5%	Sep-14	8.8%	-	-	8.8%	<p>Sections 4.3.4, 4.3.5 and 5.1.10 Clause 17.2 of the Note Terms</p>
Year	Common Equity Capital Ratio (2013)	Capital conservation buffer (2016)	D-SIB capital buffer (2016)	Total Ratio																							
Regulatory minimum	4.5%	2.5%	1.0%	8.0%																							
Sep-12	8.0%	-	-	8.0%																							
Sep-13	8.5%	-	-	8.5%																							
Sep-14	8.8%	-	-	8.8%																							

Topic	Summary	Where to find more information
2.5 CONVERSION FOLLOWING A TRIGGER EVENT (CONT)		
2.5.5 When does Conversion on account of a Trigger Event occur?	If a Trigger Event occurs, ANZ must notify Holders as soon as practicable of that event occurring. That notice must state a date on which the Notes Convert (Trigger Event Conversion Date) which is the date that, in the case of a Common Equity Capital Trigger Event, ANZ determines that a Common Equity Capital Trigger Event has occurred or APRA has notified ANZ that it has determined that a Common Equity Capital Trigger Event has occurred or, in the case of a Non-Viability Trigger Event, APRA notifies ANZ of such Non-Viability Trigger Event.	Clauses 4.7 and 4.8 of the Note Terms
2.5.6 How many Notes need to be Converted or Written Off on the occurrence of a Trigger Event?	<p>If a Trigger Event occurs, ANZ must convert or write off sufficient Relevant Securities (including some or all Notes) to restore the Common Equity Capital Ratio to a percentage above 5.125%, or to satisfy APRA that ANZ is viable without further conversion or write off (as applicable).</p> <p>If ANZ is required to Convert some Notes, ANZ must treat Holders on an approximately pro-rata basis among themselves and other Relevant Securities or in a manner that is otherwise, in the opinion of ANZ, fair and reasonable. This is subject to such adjustment as ANZ may determine to take account of the effect on marketable parcels of Notes and the need to round to whole numbers the number of Ordinary Shares and any Notes or other Relevant Securities remaining on issue, provided that such determination does not impede the immediate Conversion of the relevant number of Notes.</p> <p>Holders should be aware that:</p> <ul style="list-style-type: none"> ■ Relevant Securities such as Notes, CN1 and CN2 will be converted or written off before any Tier 2 Capital instruments are converted or written off; ■ CPS2 are not Relevant Securities (and will not be converted or written off before or pro rata with Notes); ■ CPS3 are Relevant Securities only in the case where the Trigger Event is a Common Equity Capital Trigger Event where the Common Equity Capital Ratio of the ANZ Level 2 Group is at or below 5.125% and not in the case of any other Trigger Event. Where the CPS3 are a Relevant Security, the terms of the CPS3 require that they be converted in full. The terms of the CPS3 do not permit or require the CPS3 to be written off if an Inability Event exists. As such, if the Notes are not Converted within 5 Business Days for any reason (including an Inability Event) in accordance with the Note Terms, the Notes may be Written Off in circumstances where CPS3 are not also written off; ■ ANZ has no obligation to maintain on issue CPS3 or any Relevant Securities and does not, and may never, have on issue Relevant Securities which require them to be converted or written off before Notes or in full; and ■ where a Non-Viability Trigger Event occurs because APRA determines that, without a public sector injection of capital or equivalent support, ANZ would become non-viable, all the Notes will be Converted. 	Clauses 4.8, 4.9 and 9.12 of the Note Terms

Topic	Summary	Where to find more information
2.5 CONVERSION FOLLOWING A TRIGGER EVENT (CONT)		
2.5.6 (Cont) How many Notes need to be Converted or Written Off on the occurrence of a Trigger Event?	The Conversion of Notes into Ordinary Shares on the Trigger Event Conversion Date following the occurrence of a Trigger Event is not subject to the Mandatory Conversion Conditions described in Section 2.2.2 being satisfied. This means that, due to the application of the Mandatory Conversion Number, depending on the market price of Ordinary Shares at the time, Holders are likely to receive significantly less than approximately \$101 worth of Ordinary Shares per Note and may suffer loss as a consequence.	Clauses 4.8, 4.9 and 9.12 of the Note Terms
2.5.7 When will a Note be Written Off?	If, following a Trigger Event, Conversion has not been effected within 5 Business Days of the Trigger Event Conversion Date for any reason (including an Inability Event), those Notes will not be Converted but instead will be Written Off with effect on and from the Trigger Event Conversion Date.	Clauses 4.9, 6.12 and 17.2 of the Note Terms
2.5.8 What happens if a Note is Written Off?	<p>If a Note is Written Off:</p> <ul style="list-style-type: none"> the Note will not be Converted on that date and will not be Exchanged on any other date; and the relevant Holder's rights (including to payment of Distributions and Face Value) in relation to such Note are immediately and irrevocably terminated and Written Off. 	Clause 6.12 of the Note Terms
2.6 OTHER		
2.6.1 Can ANZ issue further ANZ Capital Notes 3 or other instruments?	<p>ANZ reserves the right to issue further securities of any kind without the consent of the Holders.</p> <p>Notes do not confer on Holders any right to subscribe for new securities in ANZ or to participate in any bonus issues of shares in ANZ's capital.</p>	Clause 9.12 of the Note Terms
2.6.2 What voting rights do Notes carry?	Holders do not have voting rights at a meeting of members of ANZ.	Clause 10.2 of the Note Terms
2.6.3 Can ANZ amend the Note Terms?	<p>Subject to complying with all applicable laws, ANZ may amend the Note Terms without the consent of Holders in certain circumstances.</p> <p>ANZ may also amend the Note Terms if the amendment has been approved by a Special Resolution.</p> <p>No amendment to the Note Terms is permitted without APRA's prior written approval if such amendment would impact, or potentially impact, the classification of Notes as Additional Tier 1 Capital on a Level 1, Level 2 or (if applicable) Level 3 basis.</p>	Clause 14 of the Note Terms

Topic	Summary	Where to find more information
2.6 OTHER (CONT)		
<p>2.6.4 What is an Approved NOHC Event?</p>	<p>An Approved NOHC Event is an event initiated by the Directors which would result in ANZ having an ultimate holding company which is a “non-operating holding company” within the meaning of the Banking Act (NOHC) and where, following the occurrence of that event:</p> <ul style="list-style-type: none"> ■ the ordinary shares of the NOHC are listed on ASX; and ■ the NOHC assumes all of ANZ’s obligations to Convert the Notes into ordinary shares in the NOHC. <p>If an Approved NOHC Event occurs, the Note Terms may be amended to enable the substitution of the Approved NOHC as the issuer of ordinary shares on Conversion (including following the Mandatory Conversion Date). The Approved NOHC will use all reasonable endeavours to procure quotation on ASX of all these shares at the time of Conversion.</p> <p>The occurrence of an Approved NOHC Event does not allow ANZ to elect to Exchange Notes nor does it entitle Holders to Exchange their Notes.</p> <p>Holders may not have any right to vote on an Approved NOHC Event and Holders have no rights to require ANZ to give an Approved NOHC Substitution Notice. Where an Approved NOHC Event is accompanied by a transfer of assets from ANZ to the Approved NOHC or another subsidiary of the Approved NOHC, ANZ may as a result have reduced assets which may affect its credit rating and its ability to meet the claims of its creditors and shareholders (including Holders).</p> <p>Following the substitution of an Approved NOHC as issuer of the Ordinary Shares on Conversion, prior to Conversion, Holders continue to hold a security in ANZ which ranks for payment of Distributions and in a winding-up of ANZ as described in Table 2 in Section 1 and which is convertible into ordinary shares in the Approved NOHC in the same circumstances in which it would have otherwise been converted into Ordinary Shares in ANZ. Holders do not have any claim on the assets of the Approved NOHC or any other subsidiary of the Approved NOHC other than following Conversion as a holder of ordinary shares in the Approved NOHC.</p> <p>There is no restriction on an Approved NOHC declaring or paying a dividend on, or buying back or reducing capital on its ordinary shares if ANZ does not pay a Distribution on a Note. If ANZ does not pay a Distribution, ANZ would remain subject to the restriction on it declaring or paying dividends on Ordinary Shares or buying back or reducing capital on its Ordinary Shares as described in Section 2.1.7 above.</p>	<p>Clauses 9.11, 11, 14.2 and 17.2 of the Note Terms</p>
<p>2.6.5 Can ANZ change the branch through which the Notes are on issue?</p>	<p>Notes are issued through ANZ’s branch in New Zealand. ANZ may, by notice to Holders, change the branch through which Notes are on issue. Notes are obligations of ANZ and ANZ’s obligations are not limited to the assets of the New Zealand or any other branch of ANZ in any jurisdiction.</p>	<p>Clause 11.3 of the Note Terms</p>

Topic	Summary	Where to find more information
2.6 OTHER (CONT)		
2.6.6 What is the ANZ Capital Notes 3 Deed Poll?	<p>A trustee has not been appointed for ANZ Capital Notes 3. Instead, there is an ANZ Capital Notes 3 Deed Poll made by ANZ in favour of each person who is from time to time a Holder. The ANZ Capital Notes 3 Deed Poll gives legal effect to ANZ's obligations in the Note Terms.</p> <p>Under the ANZ Capital Notes 3 Deed Poll, ANZ also undertakes to appoint the Registry and procure the Registry to establish and maintain a principal Register.</p> <p>The ANZ Capital Notes 3 Deed Poll also includes provisions for meetings of Holders.</p> <p> Holders will be bound by the terms of the ANZ Capital Notes 3 Deed Poll, the Note Terms and this Prospectus when ANZ Capital Notes 3 are issued or transferred to them or they purchase ANZ Capital Notes 3.</p> <p>Each Holder can enforce ANZ's obligations under the ANZ Capital Notes 3 Deed Poll, including the Note Terms and the provisions for meetings, independently of the Registry and each other.</p> <p>A copy of the ANZ Capital Notes 3 Deed Poll can be obtained from http://www.anz.com/capitalnotes3.</p>	ANZ Capital Notes 3 Deed Poll
2.6.7 What if a Holder is not resident in Australia?	<p>If the Register indicates that a Holder's address is outside of Australia (or ANZ believes that a Holder may not be a resident of Australia) (such a Holder, a Foreign Holder) and that Foreign Holder's Notes are to be Converted, ANZ is entitled in certain circumstances to issue the relevant Ordinary Shares to a nominee (who may not be ANZ or a Related Entity of ANZ) who will sell those Ordinary Shares and pay a cash amount equal to the net proceeds to the Foreign Holder.</p>	Clauses 6.10 and 17.2 of the Note Terms

2.7 COMPARISON OF ANZ CAPITAL NOTES 3 TO OTHER ANZ INSTRUMENTS

ANZ Capital Notes 3 are different from and higher risk than term deposits. They are also different from ANZ Subordinated Notes and ANZ Capital Securities. You should consider these differences in light of your investment objectives, financial situation and particular needs (including financial and taxation issues) before deciding to apply for Notes.

	Term deposit	ANZ Subordinated Notes	CPS2 and CPS3	CN1 and CN2	ANZ Capital Notes 3
Protected under the Financial Claims Scheme	Yes ¹⁴	No	No	No	No
Term	Often between 1 month and 5 years	Approximately 10 years ¹⁵	Perpetual, subject to mandatory conversion into Ordinary Shares after approximately 7 years for CPS2, and 8 years for CPS3	Perpetual, subject to mandatory conversion into Ordinary Shares after approximately 10 years	Perpetual, subject to mandatory conversion into Ordinary Shares after approximately 10 years

¹⁴ This is subject to a limit, currently fixed at \$250,000 for the aggregate of the customer's accounts with an ADI declared subject to the Financial Claims Scheme.

¹⁵ Subject to early redemption by ANZ with APRA's prior written approval.

	Term deposit	ANZ Subordinated Notes	CPS2 and CPS3	CN1 and CN2	ANZ Capital Notes 3
Margin	Varies from product to product	2.75%	CPS2: 3.10% CPS3: 3.10%	CN1: 3.40% CN2: 3.25%	ANZ Capital Notes 3: 3.6%
Distribution rate	Fixed	Floating	Floating	Floating	Floating
Distribution payment dates	Often at the end of term or per annum	Quarterly	CPS2: Quarterly CPS3: Half-yearly	Half-yearly	Half-yearly
Rights if distributions not fully franked	N/A – interest payments are not franked	N/A – interest payments are not franked	Franked, subject to gross up for a non-franked portion	Franked, subject to gross up for a non-franked portion	Franked, subject to gross up for a non-franked portion
Conditions to payment of distributions	None, subject to applicable laws and any specific conditions	No, unless ANZ is not solvent at the time the payment is due or will not be solvent immediately after making the payment	Yes, subject to absolute director discretion and certain payment conditions	Yes, subject to ANZ's absolute discretion and payment conditions	Yes, subject to ANZ's absolute discretion and Payment Conditions
Distribution restriction if distribution not paid	N/A	No	CPS2: Yes, applies to certain distributions on equal or junior ranking instruments, unless consecutive dividends have been paid for 12 months or an optional dividend is paid equal to 12 months of unpaid dividends CPS3: Yes, applies to Ordinary Shares until the next distribution payment date	Yes, applies to Ordinary Shares until the next distribution payment date	Yes, applies to Ordinary Shares until the next Distribution Payment Date – See Section 2.1 in respect of ANZ Capital Notes 3 There is no equivalent restriction on ordinary shares of an Approved NOHC if an Approved NOHC is substituted as an issuer of ordinary shares on Conversion

	Term deposit	ANZ Subordinated Notes	CPS2 and CPS3	CN1 and CN2	ANZ Capital Notes 3
Quoted on ASX	No	Yes – quoted as “ANZHA”	Yes – CPS2 are quoted as “ANZPA” and CPS3 are quoted as “ANZPC”	Yes – CN1 are quoted as “ANZPD” and CN2 are quoted as “ANZPE”	Yes – ANZ Capital Notes 3 are expected to be quoted as “ANZPF”
Mandatory conversion into Ordinary Shares	No	No	Yes	Yes	Yes. See Section 2.2
APRA written approval required to conversion, redemption or resale (if applicable)	No	Yes	Yes	Yes	Yes
ANZ's early conversion option	No	No	Yes, for tax, regulatory and acquisition events and, in the case of CPS3, on 1 September 2017 and subsequent dividend payment dates	Yes	Yes. See Section 2.3
ANZ's early redemption option	No	Yes, on 20 June 2017	CPS2: Yes, on 15 December 2016 if the mandatory conversion conditions are satisfied CPS3: Yes on 1 September 2017 and subsequent dividend payment dates	Yes	Yes. See Section 2.3

	Term deposit	ANZ Subordinated Notes	CPS2 and CPS3	CN1 and CN2	ANZ Capital Notes 3
ANZ resale rights	No	No	CPS2: Yes, on 15 December 2016 if ANZ elects and, with APRA's prior written approval for tax and regulatory events CPS3: No	Yes	Yes. See Section 2.3
Other ANZ early redemption options	No	Tax events	Tax, regulatory and acquisition events	Tax and regulatory events	Yes. See Section 2.3
Trigger Event	No	No	CPS2: No CPS3: Yes, common equity capital trigger event in respect of the ANZ Level 2 Group only	Yes, common equity capital trigger event in respect of the ANZ Level 1 Group and the ANZ Level 2 Group and non-viability trigger event	Yes. See Section 2.5
Capital classification	None	Tier 2 ¹⁶	Additional Tier 1 Capital ¹⁶	Additional Tier 1 Capital	Additional Tier 1 Capital
Voting rights	N/A	No	No right to vote at general meeting of holders of Ordinary Shares, except in limited circumstances	No right to vote at general meeting of holders of Ordinary Shares	No right to vote at general meeting of holders of Ordinary Shares
Ranking	Senior to ANZ Subordinated Notes	Senior to CPS2, CPS3, CN1, CN2 and ANZ Capital Notes 3	Equal to CN1, CN2 and ANZ Capital Notes 3, senior to Ordinary Shares	Equal to CPS2, CPS3, senior to Ordinary Shares	Equal to CPS2, CPS3, CN1 and CN2, senior to Ordinary Shares

¹⁶ CPS2 and CPS3 have been classified as Additional Tier 1 Capital and ANZ Subordinated Notes have been classified as Tier 2 Capital under the Prudential Standards on the Basel III transitional basis.

3

SECTION 3 ABOUT THE OFFER

THIS SECTION SETS OUT:

- WHO THE OFFER IS MADE TO;
- WHAT YOU MUST DO IF YOU WISH TO APPLY FOR NOTES;
- DETAILS OF ASX QUOTATION AND TRADING; AND
- OTHER INFORMATION RELEVANT TO THE OFFER AND YOUR APPLICATION.

3.1 OFFER

3.1.1 OVERVIEW

The Offer is for the issue of ANZ Capital Notes 3 to raise \$850 million with the ability to raise more or less. There is no minimum amount to be raised by the Offer.

The Offer comprises:

- an ANZ Securityholder Offer made to ANZ Securityholder Applicants;
- a General Offer made to General Applicants;
- a Broker Firm Offer made to Broker Firm Applicants; and
- an Institutional Offer made to certain Institutional Investors.

This Prospectus does not constitute an offer in any place in which, or to any person to whom, it would not be lawful to make such an offer. As at the date of this Prospectus, no action has been taken to register or qualify Notes or the Offer or to otherwise permit a public offering of Notes outside of Australia. This Prospectus does not constitute an offer of securities in the United States or to any US Persons, or to any person acting for the account or benefit of a US Person. Notes may be offered in a jurisdiction outside of Australia under the Institutional Offer or Broker Firm Offer where such offer is made in accordance with the laws of that jurisdiction – see Section 7.12.

For details of how to apply for Notes under the Offer see Section 3.2.

3.1.2 OBTAINING A PROSPECTUS AND APPLICATION FORM

During the Exposure Period, an electronic version of the Original Prospectus (without an Application Form) was available at www.anz.com/capitalnotes3. Application Forms were not available until after the Exposure Period. During the Offer Period, an electronic version of this Prospectus with an Application Form will be available at www.anz.com/capitalnotes3 and may be available through your Syndicate Broker. If you access an electronic copy of this Prospectus, then you should read the paragraphs below and the “Electronic access to Prospectus” paragraph in the “Important Notices” section at the start of this Prospectus.

During the Offer Period, you can also request a free paper copy of this Prospectus and an Application Form by calling the ANZ Information Line on 1800 113 399 (within Australia) or +61 3 9415 4010 (international) (Monday to Friday – 8:30am to 5:30pm AEDT).

The Corporations Act prohibits any person from passing the Application Form on to another person unless it is attached to, or accompanied by, a printed copy of this Prospectus or the complete and unaltered electronic version of this Prospectus.

Your Application will only be considered where you have applied using an Application Form (either electronic or paper) that was attached to, or accompanied by, a copy of this Prospectus, and the Registry has received your Application Payment.

3.2 APPLYING FOR ANZ CAPITAL NOTES 3

3.2.1 Overview of applying for ANZ Capital Notes 3

WHO CAN APPLY FOR ANZ CAPITAL NOTES 3?	HOW MANY NOTES CAN YOU APPLY FOR?	WHEN TO APPLY ¹⁷	HOW DO I APPLY ONLINE?	HOW DO I APPLY USING A PAPER APPLICATION FORM?
<p>ANZ Securityholder Applicant – that is, a holder of Ordinary Shares, ANZ Capital Securities or ANZ Subordinated Notes shown on the Register at 7:00pm AEDT on 31 December 2014 with an address in Australia applying through the ANZ Securityholder Offer.</p>	<p>Your Application must be for a minimum of 50 Notes (\$5,000).</p> <p>If your Application is for more than 50 Notes, then you must apply in incremental multiples of 10 Notes – that is, for incremental multiples of at least \$1,000.</p> <p>ANZ, in consultation with the Joint Lead Managers, reserves the right to reject any Application, or to allocate any ANZ Securityholder Applicant a lesser number of Notes than that applied for.</p>	<p>Applications will only be accepted during the Offer Period, which is expected to open on 5 February 2015.</p> <p>The Closing Date¹⁸ for the ANZ Securityholder Offer is 5:00pm AEDT on 26 February 2015.</p> <p>Your completed personalised blue paper ANZ Securityholder Application Form or online Application Form and Application Payment must be received by the Registry by the Closing Date.</p>	<p>You can apply online at www.anz.com/capitalnotes3.</p> <p>Instructions on how to complete your Application are provided online.</p> <p>You will be asked to identify the holding that gives you the entitlement to apply by providing your SRN or HIN which can be found on your confirmation statement or payment advice.</p> <p>When applying online, you will be required to pay for Notes using Bpay® – see Section 3.2.2(A).</p>	<p>You can request a paper copy of the Prospectus and your personalised blue paper ANZ Securityholder Application Form by calling the ANZ Information Line on 1800 113 399 (within Australia) or +61 3 9415 4010 (international) (Monday to Friday – 8:30am to 5:30pm AEDT).</p> <p>Instructions on how to complete your personalised blue paper ANZ Securityholder Application Form are set out on the Application Form.</p> <p>You will be required to pay for Notes by 5:00pm AEDT on 26 February 2015. The method of payment may be either by cheque(s) and/or money order(s).</p> <p>You will be required to post your completed personalised blue paper ANZ Securityholder Application Form to the Registry – see Section 3.2.2(B).</p> <p>Bpay® is not available for ANZ Securityholder Applicants using a personalised blue paper ANZ Securityholder Application Form. If you wish to pay by Bpay® you need to make an online Application.</p>
<p>General Applicant – that is, a member of the general public who is an Australian resident applying through the General Offer.</p> <p>An ANZ Securityholder who does not use their personalised blue paper ANZ Securityholder Application Form will be treated as a General Applicant.</p>	<p>Your Application must be for a minimum of 50 Notes (\$5,000).</p> <p>If your Application is for more than 50 Notes, then you must apply in incremental multiples of 10 Notes – that is, for incremental multiples of at least \$1,000.</p> <p>ANZ, in consultation with the Joint Lead Managers, reserves the right to reject any Application, or to allocate any General Applicant a lesser number of Notes than that applied for.</p>	<p>Applications will only be accepted during the Offer Period, which is expected to open on 5 February 2015.</p> <p>The Closing Date¹⁸ for the General Offer is 5:00pm AEDT on 26 February 2015.</p> <p>Your completed white paper Application Form attached to the back of this prospectus, or online Application Form and Application Payment must be received by the Registry by the Closing Date.</p>	<p>You can apply online at www.anz.com/capitalnotes3.</p> <p>Instructions on how to complete your Application are provided online.</p> <p>When applying online, you will be required to pay for Notes using Bpay® – see Section 3.2.2(A).</p>	<p>There are white Application Forms in the back of this Prospectus for use by General Applicants.</p> <p>You can also request a paper copy of the Prospectus and white paper Application Form by calling the ANZ Information Line on 1800 113 399 (within Australia) or +61 3 9415 4010 (international) (Monday to Friday – 8:30am to 5:30pm AEDT).</p> <p>Instructions on how to complete the white paper Application Form are set out on the Application Form.</p> <p>If applying using the white paper Application Form, you will be required to pay for Notes using cheque(s) and/or money order(s).</p> <p>You will be required to post your completed white paper Application Form to the Registry – see Section 3.2.2(B).</p> <p>Bpay® is not available for General Applicants using a white paper Application Form. If you wish to pay by Bpay® you need to make an online Application.</p>

¹⁷ The key dates for the Offer are indicative only and may change without notice. ANZ and the Joint Lead Managers may agree to vary the timetable, including extending any Closing Date, closing the Offer early without notice, or withdrawing the Offer at any time before ANZ Capital Notes 3 are issued.

¹⁸ The ANZ Securityholder Offer and General Offer have a different Closing Date to the Broker Firm Offer to allow sufficient time for the processing of cheques and money orders received with Applications made under the ANZ Securityholder Offer and General Offer.

3.2.1 Overview of applying for ANZ Capital Notes 3 (CONT)

WHO CAN APPLY FOR ANZ CAPITAL NOTES 3?	HOW MANY NOTES CAN YOU APPLY FOR?	WHEN TO APPLY ¹⁷	HOW DO I APPLY?	HOW DO I APPLY ONLINE?
Broker Firm Applicant – that is, a retail client of a Syndicate Broker invited to participate through the Broker Firm Offer.	Your Application must be for a minimum of 50 Notes (\$5,000). If your Application is for more than 50 Notes, then you must apply in incremental multiples of 10 Notes – that is, for incremental multiples of at least \$1,000. Your Syndicate Broker will inform you of your Allocation.	Applications will only be accepted during the Offer Period, which is expected to open on 5 February 2015. The Closing Date ¹⁸ for the Broker Firm Offer is 10:00am AEDT on 4 March 2015. Your completed white paper Application Form attached to the back of this Prospectus, and Application Payment must be received by your Syndicate Broker in accordance with arrangements made between you and your Syndicate Broker.	There are white paper Application Forms in the back of this Prospectus that should be used by Broker Firm Applicants. You can also request a white paper Application Form by contacting your Syndicate Broker. General instructions on how to complete the white paper Application Form are set out on the Application Form. You must contact your Syndicate Broker for their specific instructions on how to submit the white paper Application Form and your Application Payment to your Syndicate Broker. You must NOT return your white paper Application Form to the Registry. Your Syndicate Broker: <ul style="list-style-type: none"> ■ must have received your completed white paper Application Form and Application Payment in time to arrange settlement on your behalf by the Closing Date for the Broker Firm Offer – being 10:00am AEDT on 4 March 2015; and ■ will act as your agent in processing your white paper Application Form and providing your Application details and Application Payment to ANZ. 	You may not apply for Notes under the Broker Firm Offer online.
Institutional Investor – that is, an investor who was invited by ANZ Securities to bid for Notes in the Bookbuild, who is not an ANZ Securityholder Applicant, General Applicant or Broker Firm Applicant and who is applying through the Institutional Offer. ¹⁹	Applications by Institutional Investors are subject to the terms and conditions of the Bookbuild and this Prospectus.	The Bookbuild was conducted on 4 February 2015.	Application and settlement procedures for Institutional Investors will be advised by ANZ Securities.	You may not apply for Notes under the Institutional Offer online.

¹⁹ ANZ Capital Notes 3 may be offered in a jurisdiction outside Australia under the Institutional Offer or Broker Firm Offer where such offer is made in accordance with the laws of that jurisdiction – see Section 7.12.

3.2.2 DETAILED INSTRUCTIONS FOR APPLYING AS AN AUSTRALIAN RESIDENT ANZ SECURITYHOLDER APPLICANT OR GENERAL APPLICANT

(A) ONLINE APPLICATIONS AND PAYMENTS

If you apply using an online Application Form at www.anz.com/capitalnotes3, you must complete your Application by making a Bpay[®] payment.

Only persons applying under the ANZ Securityholder Offer will be required to provide their HIN or SRN.

Bpay[®] payments must be made from an Australian dollar account of an Australian financial institution. Your completed online Application Form and Application Payment must be received by the Registry by the Closing Date.

If you are applying online and paying by Bpay[®], please do not return a paper Application Form to the Registry.

Once you have completed your online Application Form, you will be given a Bpay[®] biller code and unique Customer Reference Number for that Application. Follow the Bpay[®] instructions below to complete your Application. If you do not make a Bpay[®] payment, your Application will be incomplete and will not be accepted by ANZ.

Using the provided Bpay® details, you need to:

- access your participating Bpay® financial institution either through telephone banking or internet banking;
- select Bpay® and follow the prompts to enter the biller code supplied;
- enter the unique Customer Reference Number supplied for each Application;
- enter the total amount to be paid which corresponds to the number of Notes you wish to apply for under each Application (that is, a minimum of \$5,000 – 50 Notes, and incremental multiples of \$1,000 – 10 Notes). Note that your financial institution may apply limits on your use of Bpay® and that you should make enquiry about the limits that apply in your own personal situation;
- select the account you wish your payment to be made from; and
- record your Bpay® receipt number and date paid. Retain these details for your records.

(B) PAPER APPLICATIONS AND PAYMENTS

If you apply under the ANZ Securityholder Offer using the blue paper ANZ Securityholder Application Form or under the General Offer using the white paper Application Form attached to the back of this Prospectus, your completed Application Form must be accompanied by an Application Payment in the form of cheque(s) and/or money order(s) drawn on an Australian dollar account of an Australian financial institution and made payable to 'ANZ Capital Notes 3 Offer'.

Cheque(s) should be crossed 'Not Negotiable'. Cash payments will not be accepted.

You cannot pay by Bpay® if you apply under the ANZ Securityholder Offer or General Offer using a paper Application Form.

If you wish to pay by Bpay® you will need to make an online Application – see above.

You must return your completed paper Application Form and Application Payment to the address below so that they are received by the Registry before the Closing Date, which is 5:00pm AEDT on 26 February 2015.

By mail to the Registry:

ANZ Capital Notes 3 Offer
c/Computershare Investor Services Pty Limited
GPO Box 52
Melbourne VIC 3001
Australia

Paper Application Forms and Application Payments will not be accepted at any other address or office and will not be accepted at ANZ's registered office or any other ANZ office or branch or at other offices or branches of the Registry.

A reply paid envelope will be sent to all Applicants who request a free paper copy of the Prospectus and Application Form once the Offer opens by calling the ANZ Information Line on 1800 113 399 (within Australia) or +61 3 9415 4010 (international) (Monday to Friday – 8:30am to 5:30pm AEDT).

3.2.3 BROKERAGE AND STAMP DUTY

No brokerage or stamp duty is payable on your Application. You may have to pay brokerage, but will not have to pay any stamp duty, on any later sale of your Notes on ASX after Notes have been quoted on ASX.

3.2.4 APPLICATION PAYMENTS HELD ON TRUST

All Application Payments received before Notes are issued will be held by ANZ on trust in an account established solely for the purposes of depositing Application Payments received. Any interest that accrues in that account will be retained by ANZ. After Notes are issued to successful Applicants, the Application Payments held on trust will be payable to ANZ.

3.2.5 REFUNDS

If you are not allotted any Notes or you are allotted fewer Notes than the number that you applied and paid for as a result of a scale back, all or some of your Application Payment (as applicable) will be refunded to you (without interest) as soon as practicable after the Issue Date.

In the event that the Offer does not proceed for any reason, all Applicants will have their Application Payments refunded (without interest) as soon as practicable.

3.3 PROVISION OF PERSONAL INFORMATION

The information about you included on an Application Form is used for the purposes of processing the Application and, if the Application is successful, to administer your Notes. For information about the acknowledgements and privacy statement in relation to personal information that you provide to ANZ by completing an Application Form – see Section 7.13.

3.4 ALLOCATION POLICY

3.4.1 OVERVIEW

The Allocation policy for Notes to be issued to or as directed by Syndicate Brokers and Institutional Investors was determined under the Bookbuild – see Section 3.4.2. The Bookbuild allocation has been determined by ANZ in consultation with the Joint Lead Managers and ANZ following completion of the Bookbuild.

Allocations for the ANZ Securityholder Offer and the General Offer will be determined by ANZ in consultation with the Joint Lead Managers after the Closing Date – as set out in Section 3.4.4. There is no specified proportion of the Offer that may be allocated to the ANZ Securityholder Offer or the General Offer. ANZ (at its discretion and in consultation with the Joint Lead Managers) reserves the right to scale back Applications from ANZ Securityholder Applicants and General Applicants. Any scale back will be announced on ASX on the Issue Date – expected to be 5 March 2015.

3.4.2 BOOKBUILD

The Bookbuild was a process that was conducted by the Joint Lead Managers in consultation with ANZ before the Opening Date to determine the Margin and firm Allocations of Notes to Bookbuild participants. In this process, the Bookbuild participants were invited to lodge bids for a number of Notes. On the basis of those bids, the Joint Lead Managers and ANZ, by mutual agreement, determined the Margin and the firm Allocations to Syndicate Brokers. ANZ Securities and ANZ by mutual agreement determined the firm Allocations to certain Institutional Investors. The Bookbuild was conducted in the manner contemplated in this Prospectus and otherwise on the terms and conditions agreed to by ANZ and the Joint Lead Managers in the Offer Management Agreement – see Section 7.6.

ANZ Securities may by agreement with ANZ and the other Joint Lead Managers increase the size of its Allocation following the close of the Bookbuild, in order to meet demand for Allocation from its clients and from ANZ customers.

3.4.3 SETTLEMENT

The Joint Lead Managers have agreed with ANZ to bid into the Bookbuild on a broker firm basis. This means that each Joint Lead Manager (other than ANZ Securities) is responsible for ensuring that payment is made for all Notes allocated to them or at their direction.

The Offer Management Agreement may be terminated by the Joint Lead Managers in certain circumstances – see Section 7.6. If the Offer Management Agreement is terminated, Bookbuild participants can withdraw their firm Allocations. For details of the fees payable under the Offer Management Agreement – see Section 7.6.

3.4.4 ALLOCATIONS

Institutional Offer	Allocations to Institutional Investors have been agreed by ANZ Securities and ANZ.
Broker Firm Offer	Allocations to Syndicate Brokers have been determined by ANZ in consultation with the Joint Lead Managers and ANZ. Allocations to Broker Firm Applicants by a Syndicate Broker are at the discretion of that Syndicate Broker.
ANZ Securityholder Offer and General Offer	<p>ANZ Securityholder Applicants and General Applicants who submit a valid Application Form and Application Payment may receive an Allocation, subject to the right of ANZ in consultation with the Joint Lead Managers to determine the Allocations, when the Offer closes.</p> <p>If there is excess demand for Notes, priority will be given to ANZ Securityholder Applicants over General Applicants.</p> <p>ANZ, after consultation with the Joint Lead Managers, has absolute discretion to determine the method and extent of the priority Allocation.</p> <p>ANZ (at its discretion and in consultation with the Joint Lead Managers) and the Joint Lead Managers reserve the right to:</p> <ul style="list-style-type: none">■ allocate to any ANZ Securityholder Applicant or General Applicant all Notes for which they have applied;■ reject any Application by an ANZ Securityholder Applicant or a General Applicant; or■ allocate to any ANZ Securityholder Applicant or General Applicant a lesser number of Notes than that applied for, including less than the minimum Application of Notes or none at all. <p>No assurance is given that any ANZ Securityholder Applicant or General Applicant will receive an Allocation.</p>

3.5 ASX QUOTATION, CONFIRMATION STATEMENTS AND OTHER INFORMATION

3.5.1 ASX QUOTATION

ANZ has applied to ASX for Notes to be quoted on ASX. If ASX does not grant permission for Notes to be quoted within three months after the date of this Prospectus, Notes will not be issued and all Application Payments will be refunded (without interest) to Applicants as soon as practicable.

It is expected that Notes will begin trading on ASX on a deferred settlement basis on 6 March 2015 under ASX code "ANZPF". Trading is expected to continue on that basis until 11 March 2015, when it is anticipated that trading of Notes will begin on a normal settlement basis. Deferred settlement will occur as a consequence of trading which takes place before Confirmation Statements are despatched to successful Applicants.

You are responsible for confirming your holding before trading in Notes. If you are a successful Applicant and sell your Notes before receiving your Confirmation Statement, you do so at your own risk.

You may call the ANZ Information Line on 1800 113 399 (within Australia) or +61 3 9415 4010 (international) (Monday to Friday – 8:30am to 5:30pm AEDT) or your Syndicate Broker, after the Issue Date to enquire about your Allocation. Alternatively, if you are an ANZ Securityholder, you can check your holding online at www.investorcentre.com. To use this facility, you will need internet access and your HIN or SRN to pass the security features on the website.

3.5.2 CONFIRMATION STATEMENTS

ANZ has applied for Notes to participate in CHESS. No certificates will be issued for Notes. ANZ expects that Confirmation Statements for issuer sponsored holders and confirmations for CHESS holders will be despatched to successful Applicants by 10 March 2015.

3.5.3 PROVISION OF BANK ACCOUNT DETAILS FOR DISTRIBUTIONS

ANZ's current policy is that Distributions will be paid in Australian dollars by direct credit into nominated Australian financial institution accounts (excluding credit card accounts) for Holders with a registered address in Australia. For all other Holders, ANZ's current policy is that Distributions will be paid by Australian dollar cheque.

3.5.4 PROVISION OF TAX FILE NUMBER OR AUSTRALIAN BUSINESS NUMBER

If you are an ANZ Securityholder Applicant or a General Applicant who has not already quoted your TFN or ABN and you are issued any Notes, then you may be contacted in relation to quoting your TFN, ABN or both.

The collection and quotation of TFNs and ABNs are authorised, and their use and disclosure is strictly regulated, by tax laws and the Privacy Act.

You do not have to provide your TFN or ABN and it is not an offence if you fail to do so. However, in respect of Holders, ANZ may be required to withhold Australian tax at the maximum marginal tax rate (currently 49% including the Medicare levy and the Temporary Budget Repair levy of 2% which applies until 30 June 2017) on the amount of any Distribution (to the extent the Distribution is not fully franked) unless you provide one of the following:

- TFN;
- TFN exemption number (if applicable); or
- ABN (if Notes are held in the course of an enterprise carried on by you).

Successful Applicants who do not have an address in Australia registered with the Registry, or who direct the payment of any Distribution to an address outside of Australia, may have an amount deducted for Australian withholding tax from any Distribution paid, to the extent that the Distribution is not fully franked.

3.6 ENQUIRIES

3.6.1 ANZ SECURITYHOLDER APPLICANTS AND GENERAL APPLICANTS

You can call the ANZ Information Line on 1800 113 399 (within Australia) or +61 3 9415 4010 (international) (Monday to Friday – 8:30am to 5:30pm AEDT) if you:

- have further questions on how to apply for ANZ Capital Notes 3;
- require assistance to complete your Application Form;
- require additional copies of this Prospectus and Application Forms; or
- have any other questions about the Offer.

If you are unclear in relation to any matter relating to the Offer or are uncertain whether ANZ Capital Notes 3 are a suitable investment for you, you should consult your financial adviser or other professional adviser.

3.6.2 BROKER FIRM APPLICANTS

If you have further questions about your application under the Broker Firm Offer, please call your Syndicate Broker.

SECTION 4

ABOUT ANZ

THIS SECTION SETS OUT:

- A DESCRIPTION OF ANZ'S BUSINESS INCLUDING SUMMARY FINANCIAL INFORMATION;
- FINANCIAL INFORMATION DEMONSTRATING THE EFFECT OF THE OFFER ON ANZ; AND
- A DESCRIPTION OF ANZ'S CAPITAL MANAGEMENT INITIATIVES AND CAPITAL RATIOS, FUNDING AND LIQUIDITY.

4.1 OVERVIEW OF ANZ

The ANZ Group is one of the four major banking groups headquartered in Australia. ANZ began its Australian operations in 1835, and its New Zealand operations in 1840. ANZ is a public company limited by shares incorporated in Australia and was registered in the State of Victoria on 14 July 1977. ANZ's registered office is located at Level 9, 833 Collins Street, Docklands, Victoria, 3008, Australia and the telephone number is +61 3 9683 9999. Its Australian Company Number is ACN 005 357 522.

As of the close of trading on 30 September 2014, ANZ had a market capitalisation of approximately A\$85.2 billion. As at 30 September 2014, the ANZ Group had total assets of A\$772.1 billion, and total shareholders' equity of A\$49.3 billion. ANZ's principal ordinary share listing and quotation is on the ASX. Its ordinary shares are also quoted on the New Zealand Stock Exchange (NZX).

The ANZ Group provides a broad range of banking and financial products and services to retail, small business, corporate and institutional clients. It conducts its operations primarily in Australia, New Zealand and the Asia Pacific region. The ANZ Group also operates in a number of other countries including the United Kingdom and the United States.

The ANZ Group's primary strategy is to become a super regional bank focusing on the Australian, New Zealand and Asia Pacific region. Consistent with this strategy, its aim includes having between 25% and 30% of ANZ Group profit after tax driven by network revenue, that is, revenue sourced from Asia, the Pacific, Europe and America by 2017. No assurance can be given that these goals will be achieved. While there is a strong focus on organic growth, ANZ continues to explore acquisitions throughout Asia where opportunities arise, applying strict criteria when reviewing new inorganic opportunities.

PRINCIPAL ACTIVITIES OF SEGMENTS

The Group operates on a divisional structure with Australia, International and Institutional Banking (IIB), New Zealand, and Global Wealth being the major operating divisions. The IIB and Global Wealth divisions are coordinated globally. Global Technology, Services & Operations (GTSO) and Group Centre provide support to the operating divisions, including technology, operations, shared services, property, risk management, financial management, strategy, marketing, human resources and corporate affairs.

During the year ended 30 September 2014, operations, technology, property and certain enablement functions including human resources, risk, finance and legal supporting the operating divisions were transferred from the operating divisions to GTSO and Group Centre.

4.1.1 AUSTRALIA

The Australia division comprises the Retail and Corporate and Commercial Banking business units.

■ Retail

Retail is responsible for delivering a full range of banking services to consumer customers, using capabilities in product management, analytics, customer research, segmentation, strategy and marketing.

- **Home Loans** provides housing finance to consumers in Australia for both owner occupied and investment purposes, as well as providing housing finance for overseas investors.
- **Cards and Payments** provides consumer and commercial credit cards, personal loans and merchant services.
- **Deposits** provides transaction banking, savings and investment products, such as term deposits and cash management accounts.

Retail delivers banking solutions to customers across multiple distribution channels including the Australian branch network, ANZ Direct, specialist sales channels and digital channels (including goMoney, Internet Banking, anz.com). The retail distribution network provides retail and wealth solutions to consumers, as well as providing small business solutions and meeting the various cash and cheque handling needs of corporate, commercial and institutional customers.

■ Corporate and Commercial Banking

- **Corporate Banking** provides a full range of banking services including traditional relationship banking and sophisticated financial solutions, primarily to large private companies, smaller listed companies and multi-national corporation subsidiaries.
- **Regional Business Banking** provides a full range of banking services to non-metropolitan commercial and agricultural (including corporate) customers.

- **Business Banking** provides a full range of banking services, to metropolitan based small to medium sized business clients with a turnover of A\$5 million up to A\$125 million.
- **Small Business Banking** provides a full range of banking services to metropolitan and regional based small businesses in Australia with a turnover of up to A\$5m and lending up to A\$1 million.
- **Esanda** provides motor vehicle and equipment finance.

4.1.2 INTERNATIONAL AND INSTITUTIONAL BANKING

International and Institutional Banking division comprises Global Products Servicing Global Banking and International Banking customers across three major product sets (Global Transaction Banking, Global Loans and Global Markets) Retail Asia Pacific, focussing on affluent and emerging affluent customers across 21 countries and Asia Partnerships.

- **Global Products** service Global Banking and International Banking customers across three product sets:
 - **Global Transaction Banking** which provides working capital and liquidity solutions including documentary trade, supply chain financing, structured trade finance as well as cash management solutions, deposits, payments and clearing.
 - **Global Markets** provides risk management services to clients globally on foreign exchange, interest rates, credit, commodities, debt capital markets and wealth solutions. Markets provide origination, underwriting, structuring and risk management services, advice and sale of credit and derivative products. The business unit also manages the Group's interest rate exposure as well as its liquidity position.
 - **Global Loans** which provides specialised loan structuring and execution, loan syndication, project and export finance, debt structuring and acquisition finance, structured asset finance and corporate advisory.
- **Retail Asia Pacific** provides end-to-end financial solutions to individuals and small businesses including deposits, credit cards, loans, investments and insurance. Leveraging our distinctive footprint we enable client's access to opportunities across the region and connect them to specialists for their banking needs in each location.
- **Asia Partnerships** comprises of strategic partnerships and investments across Asia which provide the ANZ Group with local business and relationship access as well as country and regulatory insights.

4.1.3 NEW ZEALAND

The New Zealand division comprises Retail and Commercial business units.

■ Retail

Retail provides products and services to personal customers via the branch network, mortgage specialists, the contact centre and a variety of self service channels (internet banking, phone banking, ATMs, website and mobile phone banking). Core products include current and savings accounts, unsecured lending (credit cards, personal loans and overdrafts) and home loans secured by mortgages over property. Retail distributes insurance and investment products on behalf of the Global Wealth segment.

■ Commercial

Commercial provides services to Small Business Banking, Commercial & Agricultural (**CommAgri**), and UDC customers. Small Business Banking services are offered to small enterprises (typically with annual revenues of less than NZD 5 million). CommAgri customers consist of primarily privately owned medium to large enterprises. Commercial's relationship with these businesses ranges from simple banking requirements with revenue from deposit and transactional facilities, and cash flow lending, to more complex funding arrangements with revenue sourced from a wider range of products. UDC is principally involved in the financing and leasing of plant, vehicles and equipment, mainly for small and medium sized businesses, as well as investment products.

4.1.4 GLOBAL WEALTH

The Global Wealth division comprises Funds Management, Insurance and Private Wealth business units which provides investment, superannuation, insurance products and services as well as Private Banking for customers across Australia, New Zealand and Asia.

- **Private Wealth** includes global private banking business which specialises in assisting individuals and families to manage, grow and preserve their wealth.

- **Funds Management** includes the Pensions and Investment business and E*TRADE.
- **Insurance** includes Life Insurance, General Insurance and ANZ Lender's Mortgage Insurance.
- **Corporate and other** includes income from invested capital, cash profits from advice and distribution business.

4.1.5. GLOBAL TECHNOLOGY, SERVICES AND OPERATIONS AND GROUP CENTRE

GTSO and Group Centre provide support to the operating divisions, including technology, operations, risk, shared services, property, management, financial management, strategy, marketing, human resources and corporate affairs. The Group Centre also includes Group Treasury and shareholder functions.

4.2 FINANCIAL INFORMATION ABOUT ANZ

4.2.1 2014 FINANCIAL YEAR

ANZ's profit after tax for the year ended 30 September 2014 was \$7,271 million, as compared to \$6,310 million for the year ended 30 September 2013, representing an increase of 15%. The dividend for the year ended 30 September 2014 was 178 cents per Ordinary Share (fully franked), representing a dividend payout ratio of 67.4%, as compared to 164 cents per Ordinary Share (fully franked) for the year ended 30 September 2013 representing a dividend payout ratio of 71.4%.

The above statutory financial information has been extracted from the audited financial statements for the year ended 30 September 2014. They have been prepared in accordance with Australian Accounting Standards and other mandatory reporting requirements.

Cash profit²⁰ was \$7,117 million, as compared to \$6,492 million for the year ended 30 September 2013, representing an increase of 10% and the cash profit before provisions and tax was \$10,818 million for the year ended 30 September 2014, as compared to \$10,134 million for the year ended 30 September 2013, representing an increase of 7%.

Cash operating income increased 6% for the year ended 30 September 2014 to \$19,578 million. Cash operating expenses increased 6%, from \$8,257 million to \$8,760 million. The cash cost to income ratio decreased to 44.7% for the year ended 30 September 2014 from 44.9%. The cash credit impairment charge decreased 17% to \$989 million.

4.2.2 HISTORICAL RESULTS

The profit information in Section 4.2.1 is historical information and is not a forecast of results to be expected in future periods.

4.2.3 IMPACT OF THE OFFER ON ANZ'S CONSOLIDATED BALANCE SHEET

The issue of the Notes will increase ANZ's subordinated debt by \$837 million (\$850 million gross proceeds of the Offer, less \$13 million Offer costs) and increase ANZ's cash by \$837 million, with no impact on ANZ's net assets or shareholders' equity. Total assets will increase by approximately 0.1% and total liabilities will increase by approximately 0.1%.

The impact has been prepared in accordance with the measurement and recognition requirements of Australian Accounting Standards and other mandatory reporting requirements in Australia.

ANZ may raise more or less than \$850 million under the Offer and these figures will be impacted accordingly.

4.3 CAPITAL ADEQUACY

4.3.1 PRUDENTIAL REGULATION

APRA is the prudential regulator of the Australian financial services industry. It oversees banks, credit unions, building societies, general insurance and reinsurance companies, life insurance companies, friendly societies and most members of the superannuation industry. APRA's website at www.apra.gov.au includes further details of its functions and Prudential Standards.

ANZ is regulated by APRA because of its status as an ADI. APRA's Prudential Standards aim to ensure that ADIs (including ANZ) remain adequately capitalised to support the risks associated with their activities and to generally protect Australian depositors.

To ensure that ADIs are adequately capitalised on both a standalone and group basis, APRA adopts a tiered approach to the measurement of an ADI's capital adequacy by assessing the ADI's financial strength at three levels:

- Level 1 – the ADI on a standalone basis (i.e. ANZ and a limited number of APRA approved subsidiaries). This is the ANZ Level 1 Group;
- Level 2 – the consolidated banking group (i.e. the consolidated financial group less certain subsidiaries and associates excluded under APRA's Prudential Standards, principally the insurance subsidiaries and ANZ's associated offshore financial institutions). This is the ANZ Level 2 Group; and
- Level 3 – the conglomerate group at its widest level. APRA is yet to set an implementation date but ANZ is expected to calculate its Level 3 capital level for the first time in 2016.

²⁰ Statutory profit has been adjusted to exclude non-core items to arrive at cash profit, the result of the ongoing activities of the Group. Cash profit is not subject to review by the external auditor.

ANZ must also comply with a common framework issued by the Basel Committee for the calculation of capital adequacy for banks worldwide (the **Basel Framework**). The objective of the Basel Framework is to develop capital adequacy guidelines that are more accurately aligned with the individual risk profile of banks. The Basel Framework is based on three “pillars”:

- Pillar one covers the capital requirements for banks;
- Pillar two covers the supervisory review process; and
- Pillar three relates to market disclosure.

The effect of the Offer on the capital adequacy ratios of the ANZ Level 2 Group is set out in Section 4.3.8.

4.3.2 BASEL III

On 1 January 2013, APRA’s new Prudential Standards, implementing a capital reform package released by the Basel Committee (**Basel III**) with the aim of strengthening the global capital and liquidity framework to improve the banking sector’s ability to absorb shocks arising from financial and economic stress, came into effect.

Basel III also aims to increase the quality, quantity, consistency and transparency of banks’ capital bases, whilst strengthening the risk coverage of the capital framework. APRA has fully adopted the majority of the Basel III capital reform package in Australia, although APRA is requiring ADIs to satisfy in full the minimum capital requirements from 1 January 2013 and the capital conservation buffers from 1 January 2016. In particular, APRA’s new Level 1 and Level 2 capital standards:

- increase the minimum level of capital, with new minimum capital ratio requirements for Common Equity Tier 1 Capital (4.5%), Tier 1 Capital (6.0%) and Total Capital (8.0%), although APRA may set higher targets for individual ADIs;
- increase the prescribed Common Equity Tier 1 capital buffers that ADIs are required to hold for stress scenarios and to dampen the impact of pro cyclical elements of the previous prudential regulations. These include a capital conservation buffer of 2.5%, a counter cyclical capital buffer of between 0.0% and 2.5% and a further 1.0% capital buffer resulting from APRA determining that ANZ is a domestic systematically important bank (**D-SIB**). Failure to maintain the full capital buffers will result in limitations on the amount of current year earnings that can be paid as discretionary bonuses to staff and coupons and capital returns to holders of Tier 1 Capital instruments (including the Notes);
- increase Common Equity Tier 1 Capital Deductions;
- increase the focus on Common Equity Tier 1 Capital and tighten the regulations for Additional Tier 1 Capital and Tier 2 Capital instruments, including that, at the time of ‘non viability’ of an ADI, these instruments will be either converted to Ordinary Shares or written off. Existing Tier 1 Capital and Tier 2 Capital instruments that do not have these requirements will be phased out between 2013 and 2022; and
- increase the capital requirements for traded market risk, credit risk and securitisation transactions.

4.3.3 PRUDENTIAL REGULATORY CHANGES

These standards may be supplemented by yet to be finalised proposals from the Basel Committee and APRA as to:

- supplementing the risk adjusted capital ratio requirements with the introduction of a minimum leverage ratio. In the draft requirements, APRA has maintained the Basel Committee calculation of the leverage ratio of Tier 1 Capital expressed as a percentage of ANZ’s total exposure (on and off balance sheet assets). However, APRA has not committed to implementing a minimum leverage ratio requirement at this stage, pending the Basel Committee’s intentions to further analyse and calibrate the requirements before introducing the leverage ratio as a Pillar 1 requirement in 2018. The current Basel Committee minimum requirement is 3%;
- introducing measures to address the impact of systematic risk and inter-connectedness risk; and
- resolution and recovery planning including the potential for this to include a minimum total loss absorption capital requirement where certain debt could be “bailed in” to recapitalise a stressed financial institution to avoid government support of that financial institution.

APRA recently provided industry wide clarification to the definition of the ADI level 2 group, where subsidiary intermediate holding companies are now considered part of the ADI level 2 group. The above clarification results in the phasing out, over time, of capital benefits arising from the debt issued by ANZ Wealth Australia Limited (**ANZWA**). As at 30 September 2014, ANZWA has \$805 million of debt outstanding which is equivalent to approximately 22 basis points of Common Equity Tier 1 Capital. APRA has approved transitional arrangements, in line with existing maturity profile of the debt in June 2015 (\$405 million) and March 2016 (\$400 million). As a result, there is no immediate impact on ANZ’s capital position.

In August 2014, APRA announced its planned framework for the supervision of conglomerates group (level 3) which includes updated level 3 capital adequacy standards. These standards will regulate a bancassurance group such as ANZ as a single economic entity with minimum capital requirements and additional monitoring on risk exposure levels. APRA has deferred a decision on the implementation date as well as the final form of the level 3 framework until the Government's response to the recommendations of the FSI have been considered by APRA. APRA has committed to a minimum transition period of 12 months for affected institutions to comply with the new requirements once an implementation date is established. Based upon current drafts of the level 3 standards covering capital adequacy, group governance, risk management and risk exposures, ANZ is not expecting any material impact on its operations.

4.3.4 FINANCIAL SYSTEM INQUIRY

The Federal Government announced on 20 November 2013 the appointment of Mr David Murray AO as head of an inquiry into Australia's financial system (**FSI and Inquiry**). On 20 December 2013, the Government announced the terms of reference for the Inquiry saying that "The Inquiry is charged with examining how the financial system could be positioned to best meet Australia's evolving needs and support Australia's economic growth". ANZ has been actively engaged in contributing to the Inquiry's deliberations and provided a number of submissions to the FSI.

The final FSI report was released on 7 December 2014 and contains a number of recommendations which focus on strengthening the economy by making the financial system more resilient. In particular, recommendations include (i) setting Australian bank capital ratios such that they are unquestionably strong by being in the top quartile of internationally active banks, (ii) increasing the risk weighting of mortgages and (iii) implementing a framework for minimum loss absorbing and recapitalisation capacity to allow effective resolution with limited risk to taxpayer funds. The Federal Government has announced that it intends to consult with industry and consumers before making any decisions on the recommendations. The consultation will occur until 31 March 2015. ANZ expects that many of these recommendations will be implemented only after further consideration by, and consultation with, APRA and the RBA and after completion of the requisite legislative and regulatory processes.

It is therefore not possible to say with any certainty when and what particular recommendations ultimately will be implemented into law, regulation or policy, what timing and transition will apply or what the final capital impacts will be on the Group. However, implementation of these recommendations is likely to result in an increase in Common Equity Tier 1 Capital. The recommendations may also result in an increased requirement for other loss absorbing securities, which could take the form of Additional Tier 1 Capital, Tier 2 Capital or other forms of subordinated capital or senior debt which may be available to absorb loss. Any increase in other loss absorbing securities could have an adverse impact on the price or value of the Notes.

4.3.5 PRUDENTIAL CAPITAL CLASSIFICATION

APRA currently classifies an ADI's regulatory capital into three tiers for its level 1 and level 2 supervisory purposes – referred to as Common Equity Tier 1 Capital, Additional Tier 1 Capital and Tier 2 Capital. Level 3 regulatory capital is only measured as to Common Equity Tier 1 Capital.

Common Equity Tier 1 Capital comprises the highest quality components of capital and includes paid up ordinary shares, certain reserves and retained earnings (excluding of subsidiaries that are not consolidated for level 2 capital adequacy purposes), together with minority interests, less Common Equity Tier 1 Capital Deductions such as intangible assets (including goodwill), investments in insurance subsidiaries and financial institutions, the excess of expected losses over eligible provisions, capitalised expenses and software, and net deferred tax assets. The ratio of Common Equity Tier 1 Capital to risk weighted assets is called the Common Equity Capital Ratio.

Additional Tier 1 Capital comprises high quality components of capital and consists of certain securities not classified as Common Equity Tier 1 Capital but with loss absorbing characteristics (such as ANZ's Capital Securities and the ANZ Capital Notes 3). Additional Tier 1 Capital together with Common Equity Tier 1 Capital constitutes Tier 1 Capital and the ratio of Tier 1 Capital to risk weighted assets is called the Tier 1 Capital Ratio.

Tier 2 Capital consists of subordinated instruments and, whilst a lesser form of capital than Tier 1 Capital, still has a capacity to absorb losses and contributes to the overall capital framework. Tier 2 Capital together with Tier 1 Capital constitutes Total Capital and the ratio of Total Capital to risk weighted assets is called the Total Capital Ratio.

APRA has provided confirmation that Notes will, once issued, constitute Additional Tier 1 Capital.

4.3.6 CAPITAL MANAGEMENT STRATEGY

ANZ pursues an active approach to capital management. This involves ongoing review of the level and composition of ANZ's capital base, assessed against a range of objectives including maintaining:

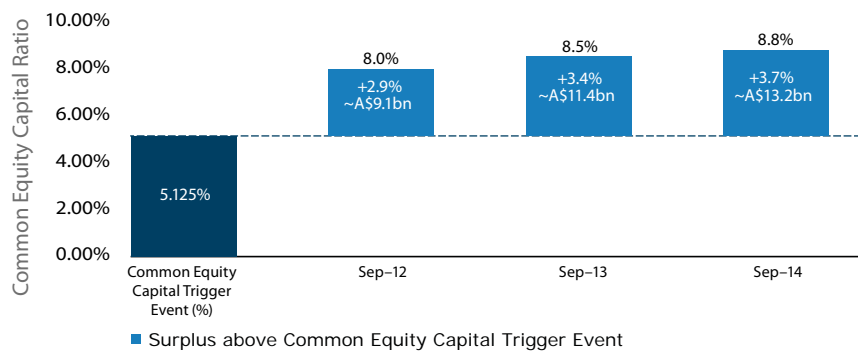
- regulatory compliance, particularly as required by APRA, the RBNZ and the US Federal Reserve Board;
- an appropriate level of capital to meet the risks in the business as measured by ANZ's economic capital methodology;
- ANZ's preferred credit rating category for long-term unsecured senior debt consistent with its applicable risk appetite;
- sufficient capital to meet strategic and business development plans; and
- an appropriate balance between maximising shareholder returns and prudent capital management principles.

4.3.7 COMMON EQUITY CAPITAL RATIO

APRA's new level 1 and level 2 Basel III Prudential Standards require a minimum Common Equity Capital Ratio of 4.5% from 1 January 2013, although APRA may require ADIs, such as ANZ, to maintain a higher capital ratio which may not be disclosed. From 1 January 2016, APRA also requires ADIs to hold a capital conservation buffer of 2.5% plus an additional capital buffer of 1.0% given APRA has determined that ANZ is a D-SIB which, at a minimum, would require ANZ to normally hold a minimum operating Common Equity Capital Ratio exceeding 8.0%.

APRA has also indicated that it may in the future require ADIs to hold additional Common Equity Tier 1 Capital in the form of the counter-cyclical capital buffer, although there is no current requirement for ANZ to do so. These buffers are designed to ensure that banks build up capital buffers outside periods of stress which can be drawn down in more difficult economic environments.

The Common Equity Capital Ratio of the ANZ Level 2 Group was 8.8% at 30 September 2014. The Common Equity Capital Ratio of the ANZ Level 1 Group was 9.1% at 30 September 2014. Volatility in the Common Equity Capital Ratio can be expected to arise in the future reflecting the buildup of current year earnings in normal conditions which increase the ratio and the subsequent payment of dividends (generally in July and December of each year) which decreases the ratio. This also equates, as at 30 September 2014, to over \$13.2 billion and \$12.5 billion of surplus Common Equity Tier 1 Capital for the ANZ Level 2 Group and ANZ Level 1 Group respectively in excess of a Common Equity Capital Ratio of 5.125% which is the point at which a Common Equity Capital Trigger Event would occur. (See section 2.5.4 for a chart showing the historical Common Equity Capital Ratio of the ANZ Level 2 Group).



The differences between the Common Equity Capital Ratios for the ANZ Level 1 Group and ANZ Level 2 Group relate principally to the capital held within offshore banking subsidiaries. ANZ expects that those capital ratios will move in a similar way based on the application of ANZ's capital management strategy to its offshore banking subsidiaries (which includes a reliance on a repatriation of dividends by those subsidiaries subject to regulatory approval).

Subject to APRA finalising changes to its prudential standards (including any requirement to hold additional capital) arising from the recommendations contained in the final FSI report, ANZ will target an operating range for the Common Equity Capital Ratio in the high 8% range during normal conditions which is above the Common Equity Capital Trigger Event level of 5.125% and APRA's minimum capital requirements. ANZ gives no assurance as to what its Common Equity Capital Ratio for the ANZ Level 1 Group or ANZ Level 2 Group will be at any time as it may be significantly impacted by unexpected events affecting its business, operations and financial condition.

4.3.8 PRO FORMA ANZ LEVEL 2 GROUP CAPITAL ADEQUACY POSITION AS AT 30 SEPTEMBER 2014

The summarised capital adequacy ratios of the ANZ Level 2 Group are set out below. The first column as at 30 September 2014 is extracted from the audited financial statements for the year ended 30 September 2014.

The purpose of the pro forma capital adequacy ratios is to present the regulatory capital adequacy position of the ANZ Level 2 Group as at 30 September 2014 adjusted for the effect of the issue of Notes under the Offer. The issue of the Notes has a similar effect on the ANZ Level 1 Group ratios as at 30 September 2014 on a pro forma basis.

The first column presents the summarised consolidated capital adequacy ratio of the ANZ Level 2 Group as at 30 September 2014 and the second and third columns reflect the impact of the issue of Notes under the Offer.

SUMMARISED ANZ LEVEL 2 GROUP CAPITAL ADEQUACY RATIOS AS AT 30 SEPTEMBER 2014

	ANZ 30 September 2014 ²¹	Pro-forma Adjustments – Capital Notes 3 Issue ²²	Pro-forma ANZ ²³
Common Equity Capital Ratio	8.8%	0.0%	8.8%
Tier 1 Capital Ratio	10.7%	0.2%	10.9%
Tier 2 Capital	2.0%	0.0%	2.0%
TOTAL CAPITAL RATIO	12.7%	0.2%	12.9%

21 Capital adequacy position of the ANZ Level 2 Group as at 30 September 2014.

22 Additional Tier 1 Capital raising of \$850 million less Common Equity Tier 1 Capital Deductions of \$13 million, being the estimated costs of the Offer. If there is over or under-subscription for ANZ Capital Notes 3, the Tier 1 Capital Ratio and Total Capital Ratio will be adjusted for the amount of the over or under-subscription and associated transaction costs.

23 ANZ's capital adequacy ratios will also be impacted by organic capital growth, changes in provisions, risk weighted assets growth, the payment of dividends and the redemption of ANZ's €500m trust securities since 30 September 2014.

4.4 FUNDING AND LIQUIDITY

4.4.1 EXISTING FRAMEWORK

The Group's liquidity and funding risks are governed by a detailed policy framework which is approved by ANZ's board risk committee.

The management of liquidity and funding positions and risks is overseen by the Group Asset and Liability Committee.

The Group has linked its liquidity risk appetite to defined liquidity 'survival horizons' (i.e. the time period under which the Group must maintain a positive cashflow position under a specific scenario or stress). Under these scenarios, customer and/or wholesale balance sheet asset/liability flows are stressed.

Each of the Group's operations is responsible for ensuring its compliance with all scenarios that are required to be modelled. Additionally, ANZ measures, monitors and manages all modelled liquidity scenarios on an aggregated Group-wide level.

ANZ strictly observes its prudential obligations in relation to liquidity and funding risk as required by APRA prudential standard APS210, as well as the prudential requirements of overseas regulators of the Group's offshore operations.

4.4.2 REGULATORY CHANGE

The Basel 3 Liquidity changes include the introduction of two liquidity ratios to measure liquidity risk (the Liquidity Coverage Ratio (**LCR**) in 2015 and the Net Stable Funding Ratio (**NSFR**), expected implementation 2018). A component of the liquidity required under the new standards will be met via the Committed Liquidity Facility (**CLF**) from the Reserve Bank of Australia (**RBA**). The ANZ Group remains well placed to meet these requirements.

The proposed LCR external disclosures will formally begin from April 2015, and are largely as expected and in line with the previously released Basel proposals. The LCR will be externally disclosed from the 30 September 2015 reporting date, and for each subsequent financial reporting period thereafter. The disclosure will be the average of the previous quarter rather than a spot LCR, and will represent the position of the Level 2 entity.

The Basel 3 revised standard on NSFR, released in January 2014, is currently undergoing a global review with the expectation of it being implemented in 2018.

5

SECTION 5 INVESTMENT RISKS

THIS SECTION DESCRIBES SOME OF THE POTENTIAL RISKS ASSOCIATED WITH AN INVESTMENT IN ANZ CAPITAL NOTES 3 AND IN ANZ.

THE SELECTION OF RISKS HAS BEEN BASED ON AN ASSESSMENT OF A COMBINATION OF THE PROBABILITY OF THE RISK OCCURRING AND THE IMPACT OF THE RISK IF IT DID OCCUR. THERE IS NO GUARANTEE OR ASSURANCE THAT THE IMPORTANCE OF DIFFERENT RISKS WILL NOT CHANGE OR OTHER RISKS EMERGE.

BEFORE APPLYING FOR NOTES, YOU SHOULD CONSIDER WHETHER NOTES ARE A SUITABLE INVESTMENT FOR YOU.

THERE ARE RISKS ASSOCIATED WITH AN INVESTMENT IN NOTES AND IN ANZ, MANY OF WHICH ARE OUTSIDE THE CONTROL OF ANZ AND ITS DIRECTORS. THESE RISKS INCLUDE THOSE IN THIS SECTION AND OTHER MATTERS REFERRED TO IN THIS PROSPECTUS.

5.1 RISKS ASSOCIATED WITH INVESTING IN ANZ CAPITAL NOTES 3

5.1.1 LIQUIDITY

There may be no liquid market for Notes. The market for Notes may be less liquid than the market for Ordinary Shares or comparable securities issued by ANZ or other entities. Holders who wish to sell their Notes may be unable to do so at an acceptable price, or at all, if insufficient liquidity exists in the market for Notes.

Notes are expected to Convert into Ordinary Shares on 24 March 2025 (subject to certain conditions being satisfied) unless Notes are otherwise Exchanged on or before that date. Where Notes are Converted, there may be no liquid market for Ordinary Shares at or after the time of Conversion or the market for Ordinary Shares may be less liquid than that for comparable securities issued by other entities at the time of Conversion.

5.1.2 FINANCIAL MARKET CONDITIONS

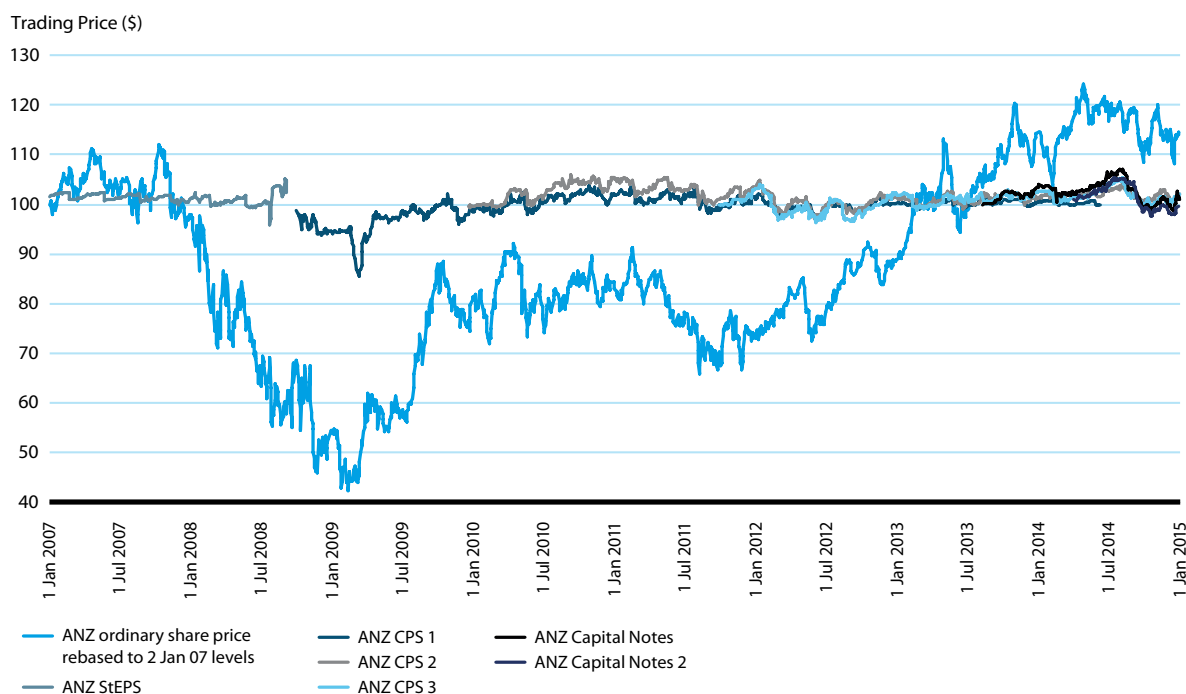
The market price of Notes may fluctuate due to various factors, including investor perceptions, worldwide economic conditions, interest rates, credit spreads, movements in the market price of Ordinary Shares or senior or subordinated debt, and factors that may affect ANZ's financial performance and position. Notes may trade at a market price below the Face Value.

The market price of Notes may be more sensitive than that of Ordinary Shares to changes in interest rates and credit spreads. Increases in relevant interest rates or ANZ's credit spread may adversely affect the market price of Notes. In recent years markets have become more volatile. Volatility risk is the potential for fluctuations in the price of securities, sometimes markedly and over a short period. Investing in volatile conditions implies a greater level of volatility risk for investors than an investment in a more stable market.

You should carefully consider this additional volatility risk before making any investment in Notes.

The Ordinary Shares held as a result of any Conversion of Notes will, following Conversion, rank equally with existing Ordinary Shares. Accordingly, the ongoing value of any Ordinary Shares received upon Conversion will depend upon the market price of Ordinary Shares after the Mandatory Conversion Date or other date on which Notes are Converted. That market is also subject to the factors outlined above and may also be volatile.

TRADING PRICES OF SELECTED ANZ CAPITAL SECURITIES COMPARED TO AN ADJUSTED ANZ ORDINARY SHARE PRICE



5.1.3 EXPOSURE TO ANZ'S FINANCIAL PERFORMANCE AND POSITION

If ANZ's financial performance or position declines, or if market participants anticipate that it may decline, an investment in Notes could decline in value even if Notes have not been Converted. Accordingly, when you evaluate whether to invest in Notes, you should carefully evaluate the investment risks associated with an investment in ANZ – see Section 5.2.

5.1.4 FLUCTUATION IN ORDINARY SHARE PRICE

Upon Conversion (other than Conversion resulting from a Trigger Event – see Section 5.1.10), Holders will receive approximately \$101 worth of Ordinary Shares per Note (based on the VWAP during the 20 Business Days on which trading in Ordinary Shares took place immediately preceding (but not including) the Mandatory Conversion Date or other date on which Notes are Converted). The market price of Ordinary Shares will fluctuate due to various factors, including investor perceptions, domestic and worldwide economic conditions and ANZ's financial performance and position – see Section 5.1.2. The VWAP during the relevant period before the date of Conversion that is used to calculate the number of Ordinary Shares that Holders receive may differ from the Ordinary Share price on or after the date of Conversion. This means that the value of Ordinary Shares received may be more or less than anticipated when they are issued or thereafter.



5.1.5 DISTRIBUTIONS MAY NOT BE PAID

There is a risk that Distributions will not be paid. Notes do not oblige ANZ to pay Distributions. Distributions will only be paid at ANZ's discretion and ANZ is under no obligation to pay a Distribution.

The payment of Distributions is also subject to the Payment Conditions – see Section 2.1.6. The Payment Conditions require, among other things, that making the payment will not result in ANZ not complying with APRA's current capital adequacy arrangements, making the payment would not result in ANZ becoming, or being likely to become, insolvent for the purposes of the Corporations Act or APRA not objecting to the Distribution being paid. There is a risk that one or more elements of the Payment Conditions will not be satisfied, and there is therefore a risk that a Distribution may not be paid in full or at all.

The Note Terms contain no events of default and, accordingly, failure to pay a Distribution when scheduled will not constitute an event of default. Further, in the event that ANZ does not pay a Distribution when scheduled, a Holder:

- has no right to apply for ANZ to be wound up, or placed in administration, or cause a receiver or a receiver and manager to be appointed in respect of ANZ merely on the grounds that ANZ does not pay a Distribution when scheduled; and
- may not exercise any right of set-off and will have no offsetting rights or claims on ANZ.

Distributions are non-cumulative, and therefore if a Distribution is not paid Holders will have no recourse whatsoever to payment from ANZ and will not receive payment of those Distributions.

However, if ANZ does not pay a Distribution in full on a Distribution Payment Date, then the Distribution Restriction applies to ANZ unless the Distribution is paid in full within 3 Business Days of that date – see Section 2.1.7 for more details. Where an Approved NOHC is substituted as the issuer of ordinary shares on Conversion, there is no restriction on the Approved NOHC declaring or paying a dividend on or, buying back or reducing capital on its ordinary shares if ANZ does not pay a Distribution on a Note (see Section 2.6.4).

ANZ may also be prevented from paying Distributions by the terms of other securities (such as ANZ Capital Securities) if a dividend or other distribution has not been paid on those securities. If such a constraint applies, ANZ may not be able to pay Distributions on Notes without the approval of the holders of those other securities – see Section 5.1.8.

Changes in regulations applicable to ANZ may impose additional requirements which prevent ANZ from paying a Distribution in additional circumstances. From 1 June 2016, restrictions on the proportion of profits that can be paid through ordinary dividends, Additional Tier 1 distributions (including Distributions on ANZ Capital Notes 3) and discretionary staff bonuses will apply if ANZ's Common Equity Capital Ratio falls into the capital conservation buffer. For further information, see Section 4.3.2.

5.1.6 DISTRIBUTIONS MAY NOT BE FULLY FRANKED

ANZ expects Distributions to be fully or substantially franked. However, there is no guarantee that ANZ will have sufficient franking credits in the future to fully frank Distributions.

If a Distribution is unfranked or partially franked, any Distribution paid on the Distribution Payment Date for that Distribution will be increased to compensate for the unfranked component, subject to the Payment Conditions – see Sections 2.1.3 and 2.1.6.

The value and availability of franking credits to a Holder will differ depending on the Holder's particular tax circumstances. Holders should be aware that the potential value of any franking credits does not accrue at the same time as the receipt of any cash Distribution. Holders should also be aware that the ability to use the franking credits, either as an offset to a tax liability or by claiming a refund after the end of the income year, will depend on the individual tax position of each Holder. Holders should also refer to the Taxation Summary in Section 6 and seek professional advice in relation to their tax position.

5.1.7 CHANGES IN DISTRIBUTION RATE

The Distribution Rate is calculated for each Distribution Period by reference to the Bank Bill Rate, which is influenced by a number of factors and varies over time. The Distribution Rate will fluctuate (both increasing and decreasing) over time as a result of movements in the Bank Bill Rate – see Section 2.1.4.

As the Distribution Rate fluctuates, there is a risk that it may become less attractive when compared to the rates of return available on comparable securities issued by ANZ or other entities.

5.1.8 DISTRIBUTIONS ON ANZ CAPITAL NOTES 3 MAY BE RESTRICTED BY THE TERMS OF OTHER SIMILAR SECURITIES

The terms of ANZ's other outstanding and future securities could limit ANZ's ability to make payments on Notes. If ANZ does not make payments on other securities (such as CPS2), payments may not be permitted to be made in respect of Notes.

The payment tests applying to other securities (whether currently outstanding or issued in the future) may be different to the Payment Conditions applying to Notes. Accordingly, ANZ may not be permitted to make a payment on another security in circumstances where it would otherwise be permitted to make a payment on Notes. In these circumstances, the distribution restrictions on the other securities may then apply, preventing ANZ from making a payment on Notes. Similarly, ANZ may not be permitted to make a payment on Notes in circumstances where the payment tests on other securities have been passed.

If distribution restrictions for another security apply to payments on Notes, ANZ may not be able to pay Distributions when scheduled to do so under the Note Terms and may not be able to Redeem Notes. ANZ is not restricted from issuing other securities of this kind or agreeing in the terms of issue of other securities additional or different payment tests or distribution restrictions – see also Section 5.1.20.

The distribution restrictions on ANZ's outstanding securities differ from, and in the case of CPS2 are substantially more restrictive than, the Distribution Restriction in Notes. The Distribution Restriction only restricts distributions in respect of Ordinary Shares. The restriction only applies until and including the next Distribution Payment Date. The dates for distribution with respect to Ordinary Shares are determined by ANZ and do not bear a fixed relation to the Distribution Payment Dates for Notes. Accordingly as soon as the Distribution Restriction ceases to apply (as will be the case if the next scheduled Distribution is paid in full) ANZ will not be restricted from making a distribution on its Ordinary Shares. Where an Approved NOHC is substituted as the issuer of ordinary shares on Conversion, there is no restriction on the Approved NOHC declaring or paying a dividend on or, buying back or reducing capital on its ordinary shares if ANZ does not pay a Distribution on a Note (see Section 2.6.4).

5.1.9 ANZ CAPITAL NOTES 3 ARE PERPETUAL AND MANDATORY CONVERSION MAY NOT OCCUR ON THE SCHEDULED MANDATORY CONVERSION DATE OR AT ALL

Notes are expected to Convert into Ordinary Shares on 24 March 2025 (subject to certain conditions being satisfied). However, there is a risk that Conversion will not occur because the Mandatory Conversion Conditions are not satisfied due to, for example, a large fall in the Ordinary Share price relative to the Issue Date VWAP, or if Ordinary Shares cease to be quoted on ASX, or have been suspended from trading for at least five consecutive Business Days prior to, and remain suspended on, the Mandatory Conversion Date. The Ordinary Share price may be affected by transactions affecting the share capital of ANZ, such as rights issues, placements, returns of capital, certain buy-backs and other corporate actions. The Issue Date VWAP is adjusted only for transactions by way of the consolidation, division or reclassification of Ordinary Shares and pro rata bonus issues of Ordinary Shares as described in Clause 6 of the Note Terms and not for other transactions, including rights issues, placements, returns of capital, buy-backs or special dividends. The Note Terms do not limit the transactions which ANZ may undertake with respect to its share capital and any such action may affect whether Conversion will occur and may adversely affect the position of Holders.

If Mandatory Conversion does not occur on the Scheduled Mandatory Conversion Date, Mandatory Conversion would then occur on the first Distribution Payment Date following the Scheduled Mandatory Conversion Date on which all of the Mandatory Conversion Conditions are satisfied unless Notes are otherwise Exchanged before that date. If Mandatory Conversion does not occur on a possible Mandatory Conversion Date, Distributions may continue to be paid on Notes so long as they are on issue, subject to the Payment Conditions.

However, Notes are a perpetual instrument. If the Ordinary Share price deteriorates significantly and never recovers, it is possible that the Mandatory Conversion Conditions will never be satisfied and, if this occurs, Notes will never Convert.

5.1.10 CONVERSION ON ACCOUNT OF A TRIGGER EVENT

There are two types of Trigger Events:

- a Common Equity Capital Trigger Event; and
- a Non-Viability Trigger Event.

ANZ must Convert Notes into Ordinary Shares if at any time a Trigger Event occurs. This could be before or after the Scheduled Mandatory Conversion Date. Accordingly, any such Conversion on account of a Trigger Event may occur on dates not previously contemplated by Holders, which may be disadvantageous in light of market conditions or their individual circumstances and may not coincide with their individual preference in terms of timing.

The Common Equity Capital Trigger Event is based on APRA's definition of the Common Equity Capital Ratio which means (i) in respect of the ANZ Level 1 Group, the ratio of Common Equity Tier 1 Capital to risk weighted assets of the ANZ Level 1 Group and (ii) in respect of the ANZ Level 2 Group, the ratio of Common Equity Tier 1 Capital to risk weighted assets of the ANZ Level 2 Group, in each case, as prescribed by APRA from time to time.

The Common Equity Capital Ratio may be significantly impacted by a number of factors, including factors which affect the business, operation and financial condition of ANZ. Accordingly, there is a risk that ANZ's Common Equity Capital Ratio falls to 5.125% or below and that as a result, Notes Convert into Ordinary Shares before the Scheduled Mandatory Conversion Date.

The Non-Viability Trigger Event means the earlier of:

- the issuance of a notice in writing by APRA to ANZ that conversion or write off of Relevant Securities is necessary because, without it, APRA considers that ANZ would become non-viable; or
- a determination by APRA, notified to ANZ in writing, that without a public sector injection of capital, or equivalent support, ANZ would become non-viable.

APRA has indicated that at this time it will not provide guidance as to how it would determine non-viability. Non-viability could be expected to include serious impairment of ANZ's financial position and insolvency. However, it is possible that APRA's definition of non-viable may not necessarily be confined to solvency or capital measures, and APRA's position on these matters may change over time. As the occurrence of a Non-Viability Trigger Event is at the discretion of APRA, there can be no assurance given as to the factors and circumstances that might give rise to this event.

Non-viability may be significantly impacted by a number of factors, including factors which affect the business, operation and financial condition of ANZ. For instance, systemic and non-systemic macroeconomic, environmental and operational factors, globally and in Australia and New Zealand may affect the viability of ANZ.

Conversion resulting from the occurrence of a Trigger Event is not subject to the Mandatory Conversion Conditions or other conditions. This is likely to mean that Holders would receive significantly less than \$101 worth of Ordinary Shares per Note (and suffer loss as a consequence) because:

- the number of Ordinary Shares issued per Note is limited to the Maximum Conversion Number and this number of Ordinary Shares may have a value of less than \$101;
- if the number of Ordinary Shares to be issued is calculated, based on VWAP, to be less than the Maximum Conversion Number, the VWAP may differ from the Ordinary Share price on or after the Trigger Event Conversion Date. In particular, VWAP prices will be based on trading days which occurred before the Trigger Event Conversion Date;
- the Ordinary Shares received on Conversion as well as ANZ's Ordinary Shares generally may not be listed and so may not be able to be sold at prices reflecting their values (calculated based on VWAP) or at all; and/or
- as noted in Section 2.2.6, the Maximum Conversion Number may be adjusted to reflect a consolidation, division or reclassification of ANZ Ordinary Shares and pro rata bonus issues as set out in the Note Terms. However, no adjustment will be made to it on account of other transactions which may affect the price of Ordinary Shares, including for example rights issues, returns of capital, buy-backs or special dividends. The Note Terms do not limit the transactions that ANZ may undertake with respect to its share capital and any such action may increase the risk that Holders receive only the Maximum Conversion Number and so may adversely affect the position of Holders.

If, following a Trigger Event, Conversion has not been effected within five Business Days after the Trigger Event Conversion Date for any reason (including an Inability Event where ANZ is prevented by applicable law or order of any court or action of any government authority (including regarding the insolvency, winding up or other external administration of ANZ)), Notes which would otherwise be Converted, will not be Converted, but instead, the rights of the Holder (including to the payment of Distributions and Face Value) in relation to such Notes will be immediately and irrevocably written off and terminated with effect on and from the Trigger Event Conversion Date and Holders will suffer loss as a result.

The laws under which an Inability Event may arise include laws relating to the insolvency, winding up or other external administration of ANZ. Those laws and the grounds on which a court or government authority may make orders preventing the Conversion of Notes may change and the change may be adverse to the interests of Holders.

Holders should be aware that:

- Relevant Securities such as Notes and ANZ Capital Notes 3 will be converted or written off before any Tier 2 Capital instruments are converted or written off;
- CPS2 are not Relevant Securities (and may not be converted or written off before or pro rata with Notes);
- CPS3 are Relevant Securities only in the case where the Trigger Event is a Common Equity Capital Trigger Event where the Common Equity Capital Ratio of the ANZ Level 2 Group is at or below 5.125% and not in the case of any other Trigger Event. Where the CPS3 are a Relevant Security, the terms of the CPS3 require that they be converted in full. The terms of the CPS3 do not permit or require the CPS3 to be written off if an Inability Event exists to prevent such conversion. As such, if the Notes are not Converted within 5 Business Days of a Trigger Event Conversion Date for any reason (including an Inability Event) in accordance with the Note Terms, the Notes may be Written Off in circumstances where CPS3 are not also written off;
- ANZ has no obligation to maintain on issue CPS3 or any Relevant Securities and does not, and may never, have on issue Relevant Securities which require them to be converted or written off before Notes or in full; and
- where a Non-Viability Trigger Event occurs because APRA determines that, without a public sector injection of capital or equivalent support, ANZ would become non-viable, all the Notes will be Converted.

5.1.11 EXCHANGE AND EXCHANGE METHOD MAY BE AT ANZ'S OPTION

ANZ may (subject to APRA's prior written approval) elect to Exchange some or all Notes on an Optional Exchange Date or on the occurrence of a Tax Event or a Regulatory Event, in accordance with the Note Terms. Holders have no right to request or require an Exchange.

Any such Exchange at ANZ's option may occur on dates not previously contemplated by Holders, which may be disadvantageous in light of market conditions or their individual circumstances and may not coincide with their individual preference in terms of timing. This also means that the period for which Holders will be entitled to the benefit of the rights attaching to Notes (such as Distributions) is unknown.

Subject to certain conditions, ANZ also has in many cases a discretion to elect which Exchange Method will apply to an Exchange. The method chosen by ANZ may be disadvantageous to Holders and may not coincide with their individual preference in terms of whether they receive Ordinary Shares or cash on the relevant date.

For example, if APRA approves an election by ANZ to Redeem or Resell the Notes, Holders will receive cash equal to \$100 per Note rather than Ordinary Shares and, accordingly, they will not benefit from any subsequent increases in the Ordinary Share price after the Redemption or Resale occurs. In addition, where Holders receive cash on Redemption or Resale, the rate of return at which they could reinvest their funds may be lower than the Distribution Rate at the time. Where Holders receive Ordinary Shares on Conversion, they will have the same rights as other Shareholders, which are different to the rights attaching to Notes.

If ANZ elects to Resell Notes but the purchaser does not pay the Face Value of any Notes on the Exchange Date, those Notes will not be transferred and a Holder has no claim on ANZ as a result of that non-payment.

5.1.12 CONVERSION ON CHANGE OF CONTROL EVENT

If a Change of Control Event occurs, ANZ is required to Convert all Notes in accordance with the Note Terms (see Clause 4.10 of the Note Terms). ANZ must, subject to Clause 4.10 of the Note Terms, give a Change of Control Conversion Notice to Convert the Notes.

The Notes cannot Convert on the occurrence of a Change of Control Event if the restrictions on Conversion described in Section 2.4.2 apply.

If the restrictions prevent Conversion, ANZ will, as noted in Section 2.4.3, give a new Change of Control Conversion Notice which will specify Conversion as the Exchange Method for Conversion on the next Distribution Payment Date (under Clause 3.5(a) of the Note Terms). Conversion will not occur if the restrictions described in Section 2.4.2 apply on that date. This process will be repeated for each Distribution Payment Date (under Clause 3.5(a) of the Note Terms) until a Conversion occurs. If these restrictions continue to apply, there is a risk that the Notes remain on issue following the occurrence of a Change of Control Event.

5.1.13 OPTIONAL EXCHANGE BY ANZ IS SUBJECT TO CERTAIN EVENTS OCCURRING

If ANZ elects to Exchange Notes, APRA's prior written approval is required. Holders should not expect that APRA will give its approval to any Exchange.

The choice of Conversion as the Exchange Method is subject to the level of the Ordinary Share price on the second Business Day before the date on which an Exchange Notice is to be sent by ANZ (or, if trading in Ordinary Shares did not occur on that date, the last Business Day prior to that date on which trading in the Ordinary Shares occurred).

If the VWAP on that date is less than or equal to 22.50% of the Issue Date VWAP, ANZ is not permitted to choose Conversion as the Exchange Method. Also if a Delisting Event has occurred in respect of that date, ANZ is not permitted to choose Conversion as the Exchange Method.

The conditions to Conversion on the Exchange Date are that the Second Mandatory Conversion Condition (as if it referred to 20.21% of the Issue Date VWAP) and the Third Mandatory Conversion Condition must both be satisfied in respect of the Exchange Date as if the Exchange Date were a possible Mandatory Conversion Date.

If the conditions to Conversion on the Exchange Date are not satisfied, ANZ will notify Holders and the Conversion will be deferred until the first Distribution Payment Date (under Clause 3.5(a) of the Note Terms) following that Exchange Date on which the Mandatory Conversion Conditions would be satisfied as if that Distribution Payment Date were a possible Mandatory Conversion Date.

The choice of Redemption as the Exchange Method, is subject to the condition that the Notes that are the subject of the Exchange, are replaced concurrently or beforehand with Tier 1 Capital of the same or better quality and the replacement of the Notes is done under conditions that are sustainable for ANZ's income capacity, or that APRA is satisfied that ANZ's capital position is well above its minimum capital requirements after ANZ elects to Redeem Notes.

5.1.14 CONVERSION CONDITIONS

The only conditions to Conversion are, in the case of Mandatory Conversion, the Mandatory Conversion Conditions and, in the case of an Exchange at ANZ's option or a Conversion following a Change of Control Event the conditions expressly applicable to such Conversion under Clauses 4.10 or 5 of the Note Terms (as the case may be). No other conditions will affect the Conversion except as expressly provided by the Note Terms – see Clause 9.11(e) of the Note Terms.

Other events and conditions may affect the ability of Holders to trade or dispose of the Ordinary Shares issued on Conversion, for example, the willingness or ability of ASX to accept the Ordinary Shares issued on Conversion for listing or any practical issues which affect that listing, any disruption to the market for the Ordinary Shares or to capital markets generally, the availability of purchasers for Ordinary Shares and any costs or practicalities associated with trading or disposing of Ordinary Shares at that time.

Furthermore, as set out in Section 5.1.10, Conversion following a Trigger Event is not subject to any conditions.

5.1.15 RESTRICTIONS ON RIGHTS AND RANKING IN A WINDING-UP OF ANZ

Notes are not deposit liabilities of ANZ and the payment of Distributions and payment on Redemption or Resale is not guaranteed by ANZ. Notes are not protected accounts for the purposes of the depositor protection provisions in Division 2 of Part II of the Banking Act or the Financial Claims Scheme established under Division 2AA of Part II of the Banking Act. Notes are not guaranteed or insured by any government, government agency or compensation scheme of Australia or any other jurisdiction. Notes are issued by ANZ under the Note Terms. A Holder has no claim on ANZ in respect of Notes except as provided in the Note Terms. Notes are unsecured.

In the event of a winding-up of ANZ, and assuming Notes have not been Converted or Written Off, Holders will be entitled to claim for an amount equal to the Face Value. The claim for this amount ranks ahead of Ordinary Shares, equally with the ANZ Capital Securities and any other Equal Ranking Instruments, but behind all senior ranking securities and instruments and all depositors and other creditors. Claims in respect of Notes are subordinated and, notwithstanding a winding-up of ANZ, rank as Preference Shares as set out in the Note Terms. However, the claim of Holders in a winding up will be adversely affected if a Trigger Event occurs. If, following a Trigger Event, Notes are Converted into Ordinary Shares, Holders will have a claim as an Ordinary Shareholder. If, following a Trigger Event, Notes are Written Off, all rights in relation to those Notes will be terminated and Holders will not have their capital repaid.

If there is a shortfall of funds on a winding-up of ANZ to pay all amounts ranking senior to and equally with Notes, there is a significant risk that Holders will not receive all (or any part of) an amount equal to the Face Value in a winding-up of ANZ. Although the Notes may pay a higher rate of distribution than comparable instruments which are not subordinated, there is a significant risk that a Holder will lose all or some of their investment should ANZ become insolvent.

5.1.16 CHANGES TO CREDIT RATINGS

ANZ's cost of funds, margins, access to capital markets and competitive position and other aspects of its performance may be affected if it fails to maintain credit ratings (including any long-term credit ratings or the ratings assigned to any class of its securities). Credit rating agencies may withdraw, revise or suspend credit ratings or change the methodology by which securities are rated. Even though Notes will not be rated, such changes could adversely affect the market price, liquidity and performance of Notes or Ordinary Shares received on Conversion of Notes.

5.1.17 REGULATORY CLASSIFICATION

APRA has provided confirmation that Notes will, once issued, constitute Additional Tier 1 Capital. However, if as a result of a change of Australian law or regulation or any statement of APRA, APRA subsequently determines that all of the Notes are not or will not qualify as Additional Tier 1 Capital, ANZ may decide that a Regulatory Event has occurred. A Regulatory Event will not arise where at the Issue Date ANZ expected the event would occur. A Regulatory Event will allow Exchange of all or some Notes on issue at the option of ANZ (subject to APRA's prior written approval). For the risks attaching to ANZ's discretion to Exchange in certain specified circumstances see Section 5.1.11.

5.1.18 AUSTRALIAN TAX CONSEQUENCES

A general outline of the tax consequences of investing in Notes for certain potential investors is set out in the Taxation Summary in Section 6. This discussion is in general terms and is not intended to provide specific advice addressing the circumstances of any particular potential investor. Accordingly, potential investors should seek independent advice concerning their own individual tax position.

If a change is made to the Australian or New Zealand tax system and that change leads to a more than insubstantial risk of:

- a significant increase in ANZ's costs in relation to Notes being on issue; or
- a distribution on Notes not being frankable,

ANZ is entitled to Exchange all or some Notes (subject to APRA's prior written approval – see Section 5.1.11). ANZ will not be entitled to Exchange in these circumstances if ANZ expected the event on the Issue Date.

If the corporate tax rate were to change, the relative components of Distributions, which are in the form of cash and franking credits, will change. In this regard, the current Coalition Government's pre-election policy announcements included a proposal to reduce the corporate tax rate from 30% to 28.5% from 1 July 2015. Although their policy announcements also included a proposal to impose a 1.5% special levy from 1 July 2015 on companies with taxable income exceeding \$5 million, such a levy would not be treated as part of the corporate tax rate for franking purposes.

It remains to be seen whether legislation to reduce the corporate tax rate will actually be introduced and enacted. If the corporate tax rate is reduced to 28.5% from 1 July 2015, then from that time the cash amount of Distributions will increase to compensate the Holder for the reduction in franking credits.

ANZ has applied for a class ruling from the Australian Taxation Office for confirmation of certain Australian tax consequences for Holders as discussed in the Taxation Summary in Section 6. The issue of any class ruling is expected in March 2015.

5.1.19 ACCOUNTING STANDARDS

A change in accounting standards by either the International Accounting Standards Board or Australian Accounting Standards Board may affect the reported earnings and financial position of ANZ in future financial periods. This may adversely affect the ability of ANZ to pay Distributions.

5.1.20 FUTURE ISSUES OR REDEMPTIONS OF SECURITIES BY ANZ

Notes do not in any way restrict ANZ from issuing further securities or from incurring further indebtedness. ANZ's obligations under Notes rank subordinate and junior in right of payment and in a winding-up to ANZ's obligations to holders of senior ranking securities and instruments, and its depositors and other creditors, including subordinated creditors. Accordingly, ANZ's obligations under Notes will not be satisfied unless it can satisfy in full all of its other obligations ranking senior to Notes.

The Notes do not restrict ANZ from issuing securities of any kind. Accordingly, ANZ may in the future issue securities that:

- rank for dividends or payments of capital (including on the winding-up of ANZ) equal with, behind or ahead of Notes;
- have the same or different dividend, interest or distribution rates as Notes;
- have payment tests and distribution restrictions or other covenants which affect Notes (including by restricting circumstances in which Distributions can be paid on Notes or Notes can be Redeemed); or
- have the same or different terms and conditions as Notes.

ANZ may incur further indebtedness and may issue further securities including further Tier 1 Capital securities before, during or after the issue of Notes. For example, as part of its ongoing capital management program, ANZ continually considers the issuance of Tier 1 Capital securities in domestic and offshore markets.

An investment in Notes carries no right to participate in any future issue of securities (whether equity, Additional Tier 1 Capital, subordinated or senior debt or otherwise) by ANZ.

No prediction can be made as to the effect, if any, which the future issue of securities by ANZ may have on the market price or liquidity of Notes or of the likelihood of ANZ making payments on Notes.

Similarly, Notes do not restrict ANZ from redeeming or otherwise repaying its other existing securities, including other existing securities which rank equally with or junior to Notes (other than to the extent the Distribution Restrictions apply).

ANZ may redeem or otherwise repay existing securities including existing equal or junior ranking Tier 1 Capital securities before, during or after the issue of Notes. An investment in Notes carries no right to be Redeemed or otherwise repaid at the same time as ANZ redeems or otherwise repays other securities (whether equity, Additional Tier 1 Capital, subordinated or senior debt or otherwise).

No prediction can be made as to the effect, if any, which the future redemption or repayment by ANZ of existing securities may have on the market price or liquidity of Notes or on ANZ's financial position or performance.

5.1.21 APPROVED NOHC EVENT

Certain events are categorised under the Note Terms as Approved NOHC Events. Where an Approved NOHC Event occurs and certain other conditions are satisfied, the Approved NOHC Event will not trigger a Conversion of Notes but will instead allow ANZ to make amendments to substitute the Approved NOHC as the issuer of the ordinary shares issued on Conversion and will permit ANZ to make certain other amendments to the Note Terms. Accordingly, potential investors should be aware that, if an Approved NOHC Event occurs and a substitution of the issuer of the ordinary shares on Conversion is effected under the Note Terms, Holders will be obliged to accept the Approved NOHC ordinary shares and will not receive Ordinary Shares on Conversion.

Potential investors should also be aware that Holders may not have a right to vote on any proposal to approve, implement or give effect to a NOHC Event.

ANZ has made no decision to implement a NOHC.

Following an Approved NOHC Event, ANZ would continue to be regulated by APRA. However, depending on the structure of the acquirer following an Approved NOHC Event and the capital framework which APRA determines to apply to it, the composition of ANZ's three capital measurement levels may be affected, which in turn may affect the likelihood of ANZ being able to make Distributions on Notes.

After an Approved NOHC Event Holders will remain noteholders in ANZ with the same rights to Distributions and to payment in a winding-up of ANZ as before the Approved NOHC Event, but on Conversion Holders will receive ordinary shares in the Approved NOHC and not Ordinary Shares in ANZ. However, potential investors should be aware that, although there may be circumstances where a Distribution Restriction applies to ANZ where ANZ does not pay a Distribution on a Note (see Section 2.1.7 and 5.1.5), after an Approved NOHC Event has occurred, the Approved NOHC would not be subject, under the Note terms, to a restriction on the payment of distributions on its share capital where ANZ fails to pay a Distribution on a Note. Notes will remain quoted on ASX, but ANZ's Ordinary Shares may cease to be quoted.

Where an Approved NOHC Event is accompanied by a transfer of assets from ANZ or a subsidiary to the Approved NOHC or another subsidiary of the Approved NOHC, ANZ may as a result have reduced assets which may affect its credit rating and its ability to meet the claims of its creditors and shareholders (including Holders). Holders do not have any claim on the assets of the Approved NOHC or any other subsidiary of the Approved NOHC other than following Conversion as a holder of ordinary shares in the Approved NOHC.

5.1.22 SHAREHOLDING LIMITS

The Financial Sector (Shareholdings) Act 1998 (Cth) restricts ownership by people (together with their associates) of an Australian bank, such as ANZ, to a 15% stake. A shareholder may apply to the Australian Treasurer to extend their ownership beyond 15%, but approval will not be granted unless the Treasurer is satisfied that a holding by that person greater than 15% is in the national interest.

Mergers, acquisitions and divestments of Australian public companies listed on ASX (such as ANZ) are regulated by detailed and comprehensive legislation and the rules and regulations of ASX. These provisions include restrictions on the acquisition and sale of relevant interests in certain shares in an Australian listed company under the Corporations Act and a requirement that acquisitions of certain interests in Australian listed companies by foreign interests are subject to review and approval by the Treasurer. In addition, Australian law also regulates acquisitions which would have the effect, or be likely to have the effect, of substantially lessening competition in a market, or in a state or in a territory of, Australia.

Holders should take care to ensure that by acquiring any Notes (taking into account any Ordinary Shares into which they may Convert), Holders do not breach any applicable restrictions on ownership.

5.1.23 CHANGES TO THE BANK BILL RATE

The Bank Bill Rate is the central benchmark rate in the financial markets in Australia. The Australian Financial Markets Association (AFMA) administers the rate set process and publishes the Bank Bill Rates. The process by which the rate is calculated has recently been modified. Prior to 27 September 2013, the rate was the trimmed average of mid-rates observed by survey panellists (of which ANZ was one) at 10:00am on a business day for AFMA Prime Bank paper that had a remaining maturity of between one and six months. Effective from 27 September 2013, AFMA replaced the BBSW panel structure with a process of obtaining rates directly from trading venues (brokers and electronic markets). For each maturity, averages of the best bids and best offers sourced from those venues are used to produce the rate. The move away from the use of the BBSW panel structure follows controversies in overseas jurisdictions where it has been alleged that market participants have manipulated or attempted to manipulate certain benchmark rates to their advantage. ASIC has also announced that it is undertaking enquiries of 14 survey panellists (including ANZ) in relation to the integrity of their past involvement in the Bank Bill Rate setting process. As a result, banks have become less willing to participate in reference rate surveys that require a subjective assessment of market pricing. We draw your attention to the ASX media release issued by ANZ on 19 November 2014 in relation to the ASIC investigation into BBSW trading. As at the date of this Prospectus, there is no suggestion that market participants are manipulating the current Bank Bill Rate to their advantage. If such suggestions were to arise, it could represent a risk to the value of the Notes because the Distribution Rate is calculated with reference to the Bank Bill Rate. ANZ can give no assurance that the Bank Bill Rate reflects the underlying rate for bank bills in the Australian market.

5.1.24 POWERS OF AN ADI STATUTORY MANAGER AND OF APRA

In certain circumstances APRA may appoint a statutory manager to take control of the business of an ADI, such as ANZ. Those circumstances are defined in the Banking Act to include:

- where the ADI informs APRA that it considers it is likely to become unable to meet its obligations, or is about to suspend payment;
- where APRA considers that, in the absence of external support:
 - the ADI may become unable to meet its obligations;
 - the ADI may suspend payment;
 - it is likely that the ADI will be unable to carry on banking business in Australia consistently with the interests of its depositors; or
- it is likely that the ADI will be unable to carry on banking business in Australia consistently with the stability of the financial system in Australia;
- the ADI becomes unable to meet its obligations or suspends payment; or
- where, in certain circumstances, the ADI is in default of compliance with a direction by APRA to comply with the Banking Act or regulations made under it and the Federal Court of Australia authorises APRA to assume control of the ADI's business.

The powers of an ADI statutory manager include the power to alter an ADI's constitution, to issue, cancel or sell shares (or rights to acquire shares) in the ADI and to vary or cancel rights or restrictions attached to shares in a class of shares in the ADI. The ADI statutory manager is authorised to do so despite the Corporations Act, the ADI's constitution, any contract or arrangement to which the ADI is party or the ASX Listing Rules. In the event that a statutory manager is appointed to ANZ in the future, these broad powers of an ADI statutory manager may be exercised in a way which adversely affects the rights attaching to the Notes and the position of Holders.

APRA may, in certain circumstances, require ANZ to transfer all or part of its business to another entity under the Financial Sector (Business Transfer and Group Restructure) Act 1999 (Cth) (the **FSBT Act**).

A transfer under the FSBT Act overrides anything in any contract or agreement to which ANZ is party and thus may have an adverse effect on ANZ's ability to comply with its obligations under the Notes and the position of Holders.

5.1.26 AMENDMENT OF NOTE TERMS

ANZ may, in certain circumstances, amend the Note Terms without the consent of Holders. ANZ may also amend the Note Terms if the amendment has been approved by a Special Resolution of Holders. However, no amendment to the Note Terms is permitted without APRA's prior written approval if such amendment would impact, or potentially impact, the classification of ANZ Capital Notes 3 as Additional Tier 1 Capital on a Level 1, Level 2 or (if applicable) Level 3 basis. Amendments under these powers are binding on all Holders despite the fact that a Holder may not agree with the amendment.

5.2 PRINCIPAL RISKS AND UNCERTAINTIES ASSOCIATED WITH ANZ

5.2.1 INTRODUCTION

The Group's activities are subject to risks that can adversely impact its business, operations and financial condition. The risks and uncertainties described below are not the only ones that the Group may face. Additional risks and uncertainties that the Group is unaware of, or that the Group currently deems to be immaterial, may also become important factors that affect it. If any of the listed or unlisted risks actually occur, the Group's business, operations, financial condition, or reputation could be materially and adversely affected, with the result that the trading price of the Group's equity or debt securities could decline, and investors could lose all or part of their investment.

5.2.2 RISKS ARISING FROM CHANGES IN GENERAL BUSINESS AND ECONOMIC CONDITIONS

The Group's financial performance is primarily influenced by the economic conditions and level of business activity in the major countries and regions in which it operates or trades, i.e. Australia, New Zealand, the Asia Pacific region, Europe and the United States of America. The economic and business conditions that prevail in those major operating and trading markets are affected by domestic and international economic events, political events and natural disasters, and by movements and events that occur in global financial markets. The Group's business, operations, and financial condition can be negatively affected by changes to those economic and business conditions, including through a reduction in demand for the Group's products and services, an increase in loan and other credit defaults and bad debts, and higher than expected costs (including credit and funding costs).

The Group monitors economic conditions and levels of business activity in its major operating and trading markets and adjusts its businesses to reflect the current and expected conditions. However, it is difficult to predict every development that may have a negative impact on the Group.

5.2.4 RISKS TO THE GROUP'S EARNINGS DUE TO CHANGES IN FINANCIAL MARKETS

The Group is exposed to market risk, which is the risk to its earnings and costs arising from changes in interest rates, foreign exchange rates, credit spreads, volatility, equity prices and indices, prices of commodities, debt securities and other financial contracts including derivatives (which are contracts with a return based on, or derived from one or more of these rates or prices).

5.2.5 RISK THAT THE GROUP CANNOT FUND INCREASES IN ASSETS OR MEET ITS PAYMENT OBLIGATIONS

The Group is exposed to liquidity risk, which is the risk that the Group has insufficient capacity to fund increases in assets, or is unable to meet its payment obligations as they fall due, including repaying depositors or maturing debt. Liquidity risk, which is managed closely by the Group, is part of all banking operations due to the timing mismatch between cash inflows and cash outflows.

5.2.6 RISK THAT ANZ'S CREDIT RATINGS COULD CHANGE

The Group's credit ratings have a significant impact on both its access to, and cost of, capital and wholesale funding. Credit ratings may be withdrawn, qualified, revised or suspended by credit rating agencies at any time. The methodologies by which they are determined may also be revised in response to legal or regulatory changes, market developments or for any other reason. A downgrade or potential downgrade to the Group's credit rating may reduce access to capital and wholesale debt markets, leading to an increase in funding costs, as well as affecting the willingness of counterparties to transact with it.

In addition, the ratings of individual securities (including, but not limited to, certain Tier 1 Capital and Tier 2 Capital securities and covered bonds) issued by the Group (and other banks globally) could be impacted from time to time by changes in the ratings methodologies used by rating agencies. In September 2014, Moody's Investors Service released a proposed new bank rating methodology reflecting insights gained from the global financial crisis and more recent instances of banking sector distress, as well as proposed changes in regulatory supervision and approaches to bank resolution and recovery. As a result of the proposed rating methodology, Moody's could downgrade the credit ratings of ANZ and other members of the Group. On 18 September 2014, Standard & Poor's (S&P) published revised rating criteria for bank hybrid capital instruments. Among other things, the new criteria incorporates the assumption of higher risk of loss absorption for bank hybrids. Following this, on 30 September 2014, S&P announced a one notch rating downgrade to CPS2 and an offshore hybrid since redeemed by ANZ under the new methodology.

Credit ratings are not a recommendation by the relevant rating agency to invest in securities offered by the Group.

5.2.7 RISKS ASSOCIATED WITH LENDING, EXTENDING CREDIT AND PROVIDING INSURANCE PRODUCTS

As a financial institution, the Group is exposed to the risks associated with lending and extending credit to customers and other parties. Less favourable business or economic conditions, whether generally or in a specific industry sector or geographic region, or external events such as climatic, biological or geological disasters, could expose the Group to increased risk that those customers and other parties will default, causing loss to the Group. The Group is also exposed to insurance and reinsurance risks through its insurance businesses.

5.2.8 RISK OF THE CREDIT INTERMEDIATION TRADES

The Group entered into a series of structured credit intermediation trades from 2004 to 2007. During and after the global financial crisis, the market value of the structured credit transactions increased and the financial guarantors were downgraded. Since early 2013, the portfolio has been materially reduced through unwinds.

Credit valuation adjustments (CVA) as a result of these trades are included as part of the Group's profit and loss statement, and accordingly, increases in the CVA charge or volatility in that charge could adversely affect the Group's profitability.

5.2.9 RISKS RELATING TO THE OPERATION OF THE GROUP'S BUSINESS

The Group is exposed to operational risk. Operational risk is the risk of loss resulting from inadequate or failed internal processes, people and systems, or from external events. This definition includes legal risk, and the risk of reputational losses or damage arising from inadequate or failed internal processes, people and systems, but excludes strategic risk.

Loss from operational risk events could adversely affect the Group's financial results. Such losses can include fines, penalties, loss or theft of funds or assets, legal costs, customer compensation, loss of shareholder value, reputational losses, loss of life or injury to people, and loss of property and/or information.

5.2.10 RISKS ARISING FROM CHANGES TO LAWS AND REGULATIONS

The Group and its businesses are subject to extensive regulation by Australian regulators and regulators in other jurisdictions in which it conducts business, particularly relating to capital levels, liquidity levels, provisioning, and insurance policy terms and conditions.

APRA has very wide powers under the Banking Act, including in limited circumstances to direct banks, including ANZ, not to make payments.

The Group's businesses and performance are also affected by the fiscal or other policies (including taxation) that are adopted by the Australian government and governments in other jurisdictions in which it conducts business.

The final FSI report was released on 7 December 2014 and is described in more detail in section 4.3.4. The contents of the final report are wide-ranging (including recommendations relating to capital levels). Whilst the Federal Government has announced that it intends to consult with industry and consumers before making any decisions on the recommendations, the implementation of these recommendations is likely to result in an increase in Common Equity Tier 1 Capital. The recommendations may also result in an increased requirement for other loss absorbing securities, which could take the form of Additional Tier 1 Capital, Tier 2 Capital or other forms of subordinated capital or senior debt which may be available to absorb loss. Any increase in other loss absorbing securities could have an adverse impact on the price or value of the Notes. It could also result in changes to laws, regulations, codes of practice or policies, including changes in interpretation or implementation of laws, regulations, codes of practice or policies, which could adversely affect the Group in substantial and unpredictable ways.

Any change in regulation or policy may adversely affect the performance or financial position of the Group, either on a short-term or long-term basis. The Group may also be adversely affected by the pace or extent of such change.

5.2.11 RISKS ARISING FROM LEGAL OR OTHER PROCEEDINGS

From time to time, the Group may be subject to material litigation, regulatory actions, legal or arbitration proceedings and other contingent liabilities which, if they crystallise, may adversely affect the Group's results. The Group's material contingent liabilities are described in Note 43 to the audited annual consolidated financial statements for the year ended 30 September 2014.

Litigation funder Bentham IMF Limited commenced a class action against ANZ in 2010, followed by a second similar class action in March 2013. Together the class actions are claimed to be on behalf of more than 40,000 ANZ customers.

On 5 February 2014, the Australian Federal Court delivered reasons for judgement in the second class action. The first class action is in abeyance. The customers currently involved in these class actions are only part of ANZ's customer base for credit cards and transaction accounts.

The applicants contended that the relevant exception fees were unenforceable penalties (at law and in equity) and that various of the fees were also unenforceable under statutory provisions governing unconscionable conduct, unfair contract terms and unjust transactions. On the penalties claims, the Court found in the Group's favour in relation to all but one of the fee types that were in issue in the case, namely honour fees (retail and business), dishonour fees (business), over-limit and non-payment fees. The Court found against the Group in respect of late payment fees on the basis that they were unenforceable penalties. In respect of the claims of unconscionable conduct, unfair contract terms and unjust transactions, the Court found in ANZ's favour. Both the Group and the applicants have appealed the Court's decision. The appeal hearing was held in August 2014. The appeal court is yet to give a decision. Given the complexity of the issues involved, the potential for the parties to seek further appeals and the possible need for certain issues to be remitted for further consideration by the court below, the ultimate implications of the appeal court's decision (when made) may not be known for some time.

In August 2014, litigation funder Bentham IMF Limited commenced a separate class action against ANZ for late payment fees charged to ANZ customers in respect of commercial credit cards and other ANZ products (at this stage not specified). The action is expressed to apply to all relevant customers, rather than being limited to those who have signed up with Bentham IMF Limited. The action is at an early stage and has been put on hold while the appeal court decision in the earlier class action is outstanding.

In June 2013, litigation funder Litigation Lending Services (NZ) commenced a representative action against ANZ for certain fees charged to New Zealand customers since 2007. There is a risk that further claims could emerge in Australia, New Zealand or elsewhere.

There is a risk that contingent liabilities in Note 43 may be larger than anticipated or that additional litigation or other contingent liabilities may arise.

5.2.12 RISKS RELATING TO ACQUISITION AND DIVESTMENT OPPORTUNITIES

The Group regularly examines a range of corporate actions including acquisitions, divestments and restructures that could for a variety of reasons turn out to have a material adverse effect on the Group.

5.2.13 RISKS RELATING TO REGULATORY FINES AND SANCTIONS

Anti-money laundering, counter-terrorist financing, sanctions compliance and market manipulation have been the subject of increasing regulatory change and enforcement in recent years. The increasingly complicated environment in which the Group operates across the Asia Pacific region has heightened these operational and compliance risks. Furthermore, the upward trend in compliance breaches by global banks and the related fines and settlement sums means that these risks continue to be an area of focus for the Group.

The Group maintains appropriate policies, and has invested in procedures and internal controls aimed to detect, prevent and report money laundering, terrorist financing, market manipulation and sanctions breaches. The risk of non-compliance remains high given the scale and complexity of the Group. A failure to operate a robust program to combat money laundering, bribery and terrorist financing or to ensure compliance with economic sanctions and market conduct norms could have serious legal and reputational consequences for the Group and its employees. Consequences can include fines, criminal and civil penalties, civil claims, reputational harm and limitations on doing business in certain jurisdictions.

In this regard, we draw your attention to the ASX media release issued by ANZ on 19 November 2014 in relation to the ASIC investigation into BBSW trading.

6

SECTION 6 TAXATION SUMMARY

THIS SECTION CONTAINS A SUMMARY OF THE AUSTRALIAN TAX CONSEQUENCES FOR POTENTIAL HOLDERS AND IS BASED ON AUSTRALIAN TAX LAW AND ADMINISTRATIVE PRACTICE AS AT THE DATE OF THIS PROSPECTUS. THIS SUMMARY IS NECESSARILY GENERAL IN NATURE AND IS NOT INTENDED TO BE DEFINITIVE TAX ADVICE TO PROSPECTIVE HOLDERS. ACCORDINGLY, EACH PROSPECTIVE HOLDER SHOULD SEEK THEIR OWN TAX ADVICE, WHICH IS SPECIFIC TO THEIR PARTICULAR CIRCUMSTANCES, AS TO THE TAX CONSEQUENCES OF INVESTING IN, HOLDING AND DISPOSING OF NOTES.

The Directors
Australia and New Zealand Banking Group Limited
Level 9
833 Collins Street
DOCKLANDS VIC 3008

Dear Directors,

Australian tax consequences of investing in ANZ Capital Notes 3

We have been instructed by Australia and New Zealand Banking Group Limited (**ANZ**) to prepare a tax summary for inclusion in the Prospectus dated 23 January 2015 in relation to the offer of ANZ Capital Notes 3 (**Notes**).

1 Scope

This letter provides a summary of the Australian income tax, capital gains tax (**CGT**) and goods and services tax (**GST**) consequences for Australian tax resident Note Holders (**Resident Note Holders**) and Note Holders who are not tax residents of Australia (**Non Resident Note Holders**) who subscribe for Notes and hold them on capital account for tax purposes.

Tax considerations which may arise for Resident Note Holders who are in the business of share trading, are dealing in securities or otherwise hold Notes on revenue account, or Non Resident Note Holders who carry on a business at or through a permanent establishment in Australia, have not been considered in this summary.

This summary is based on the Australian tax law and administrative practice currently in force as at the date of the Prospectus. It is necessarily general in nature and is not intended to be definitive tax advice to Resident Note Holders or Non Resident Note Holders. Accordingly, each Resident Note Holder and each Non Resident Note Holder should seek their own tax advice that is specific to their particular circumstances.

The representatives of Greenwood & Herbert Smith Freehills involved in preparing this tax summary are not licensed to provide financial product advice in relation to dealing in securities. Accordingly, Greenwood & Herbert Smith Freehills does not seek to recommend, promote or otherwise encourage any party to participate in the issue of Notes. Potential investors should consider seeking advice from a suitably qualified Australian Financial Services licence holder before making any investment decision. Potential investors should also note that taxation is only one of the matters that may need to be considered.

Unless defined in this letter or the context indicates otherwise, all capitalised terms in this letter bear the same meaning as those contained in the Prospectus and the Note Terms.

Greenwood & Herbert Smith Freehills has given its consent to the inclusion of this letter in the Prospectus.

2 Anticipated Class Ruling – applicable to certain Resident Note Holders

ANZ has applied to the Australian Taxation Office (**ATO**) for a public class ruling (**Class Ruling**) confirming certain tax consequences for Resident Note Holders. The Class Ruling does not become operative until it is published in the Government Gazette.

When issued, copies of the Class Ruling will be available free of charge from the ATO (www.ato.gov.au), or by downloading them from ANZ's website (www.anz.com).

It is expected that, when issued, the Class Ruling will:

- only be binding on the Commissioner of Taxation (**Commissioner**) if the Offer is carried out in the specific manner described in the Class Ruling;

- only apply to Resident Note Holders that are within the class of entities specified in the Class Ruling (**Applicable Resident Note Holders**), being Resident Note Holders who acquire their Notes by initial subscription and hold them on capital account for tax purposes. Accordingly, the Class Ruling will not apply to Resident Note Holders who hold their Notes as trading stock or revenue assets;
- only rule on the taxation laws as at the date the Class Ruling is issued;
- not consider the tax implications of the Conversion or Write Off of Notes on a Trigger Event;
- not consider the tax implications of a Redemption or Resale of Notes;
- not consider the taxation treatment of Distributions received by partnerships or trustee investors; and
- not consider the tax implications for Resident Note Holders for whom gains and losses from Notes are subject to the taxation of financial arrangement rules in Division 230 of the *Income Tax Assessment Act 1997* (Cth) (refer section 5 of this letter). It is noted that Division 230 will generally not apply to the financial arrangements of individuals, unless an election has been made for those rules to apply.

You should also be aware that the Class Ruling will not mean the ATO guarantees or endorses the commercial viability of investing in Notes.

Subject to the above qualifications or where otherwise indicated, it is expected that the Class Ruling will confirm the taxation consequences as outlined in sections 3.1 to 3.6 below.

3 Tax consequences for Resident Note Holders expected to be addressed in the Class Ruling

3.1 Status of the Notes for tax purposes

Although not expected to be specifically addressed in the Class Ruling, the Notes should be characterised as non-share equity interests for Australian income tax purposes. This means that Distributions on the Notes should be treated as non-share dividends that are frankable, as outlined in section 3.2 below, rather than as interest income.

It is anticipated that the Class Ruling will take the view that the Notes are not “traditional securities” for tax purposes. Accordingly, gains and losses on the Notes should be subject to capital gains tax rules, as summarised further below, rather than subject to the specific rules in sections 26BB and 70B of the *Income Tax Assessment Act 1936* (Cth) that apply to such securities.

3.2 Distributions on Notes

Distributions paid on Notes (together with any attached franking credits) must be included in the assessable income of an Applicable Resident Note Holder.

Provided an Applicable Resident Note Holder is a “**qualified person**” (see discussion below in section 4.1 for further details) in relation to their Note holding, the Applicable Resident Note Holder will be entitled to a tax offset equal to the amount of the franking credits attached to the Distribution. To the extent that the tax offset attributable to the franking credits on a Distribution exceeds the income tax liability for an income year of an Applicable Resident Note Holder who is an individual or complying superannuation entity, the excess tax offset may be refunded to the Applicable Resident Note Holder.

If a Distribution (or a part of it) is either exempt income or non-assessable non-exempt income in the hands of an Applicable Resident Note Holder, then the amount of any franking credit on the Distribution is not included in the assessable income of the Applicable Resident Note Holder and the Applicable Resident Note Holder is not entitled to a tax offset. However, certain tax-exempt entities may qualify for a refund of any tax offset to which they are entitled as a result of a franked Distribution.

It is anticipated that the Commissioner will not apply the anti-avoidance provisions contained in the Australian tax law to deny the whole or any part of the imputation benefits received by Applicable Resident Note Holders in relation to the Distributions payable in respect of Notes.

3.3 CGT cost base and acquisition date for Notes

The cost base (or reduced cost base) of each Note acquired by an Applicable Resident Note Holder may include \$100 (being the Face Value of each Note). Although it is not expected to be addressed in the Class Ruling, the cost base (or reduced cost base) of each Note should also include any incidental costs (e.g. broker fees, adviser fees) associated with the acquisition and disposal of the Note. This will be relevant in determining the capital gain or capital loss resulting on a disposal of Notes (see discussion below for further details).

Each Note will be taken to have been acquired by an Applicable Resident Note Holder on the date Notes are issued (which is expected to be 5 March 2015).

3.4 Conversion of Notes¹

Under specific provisions of the *Income Tax Assessment Act 1997* (Cth) dealing with convertible interests, any gain or loss that would arise on Conversion should be disregarded. The consequence of this is that the gain or loss on Conversion is effectively deferred, with an Applicable Resident Note Holder's cost base in the Ordinary Shares acquired on Conversion reflecting the Applicable Resident Note Holder's cost base in their Notes.

This outcome applies both to Applicable Australian Resident Holders and Non Resident Holders.

3.5 CGT cost base and acquisition date for Ordinary Shares

Upon Conversion, the cost base (or reduced cost base) of the Ordinary Shares issued to an Applicable Resident Note Holder will be determined by spreading the cost base (or reduced cost base) of all of the original Notes of an Applicable Resident Note Holder across all of the Ordinary Shares issued to that holder.

The Ordinary Shares issued on Conversion will be taken to have been acquired by an Applicable Resident Note Holder at the time of Conversion. This means that the 12 month holding period for the purposes of the CGT discount mentioned in section 4.2 below will run from the acquisition date of the Ordinary Shares, and not from the time of acquisition of the Notes.

3.6 Conversion after an Approved NOHC Event

If an Approved NOHC Event occurs, the Note Terms may be amended to effect the issue of ordinary shares in the Approved NOHC (**Approved NOHC Ordinary Shares**) to Resident Note Holders in substitution for Ordinary Shares on Conversion of Notes. The amendment of the Note Terms will not in itself result in a capital gain or loss arising for Applicable Resident Note Holders, provided they do not receive any proceeds for the amendment of the Note Terms and do not incur any incidental costs and there will be no Conversion or other Exchange at that time.

If a Conversion of Notes occurs subsequent to an Approved NOHC Event, then Resident Note Holders may receive Approved NOHC Ordinary Shares in substitution for Ordinary Shares.

Receipt of Approved NOHC Ordinary Shares by an Applicable Resident Note Holder following a Conversion of Notes (**NOHC Conversion**) will not give rise to a capital gain or loss for Applicable Resident Note Holders, due to specific rules in the *Income Tax Assessment Act 1997* (Cth) that deal with convertible interests.

4 Other tax consequences for Resident Note Holders not expected to be addressed in the Class Ruling

The following tax consequences for Resident Note Holders are not expected to be addressed in the Class Ruling.

4.1 Qualification for franking credits on Distributions – “qualified person”

A Resident Note Holder is not required to include the amount of the franking credits in their assessable income and is not entitled to the tax offset unless the Resident Note Holder is a “qualified person” in relation to a Distribution.

A Resident Note Holder is a “qualified person” if the “holding period” and “related payments” rules in the tax law are satisfied in respect of the Distribution.

In relation to the “holding period” rule, a Resident Note Holder must have held Notes “at risk” for a continuous period of at least 90 days (excluding the days of acquisition and disposal) within a period beginning on the day after the date on which the Resident Note Holder acquired the Notes and ending on the 90th day after the date on which Notes became ex Distribution.

If the “related payments” rule applies, a Resident Note Holder is required to hold Notes “at risk” for at least 90 days (excluding the days of acquisition and disposal) within a period beginning 90 days before and ending 90 days after the date on which Notes became ex Distribution. Broadly speaking, the related payments rule would apply where a Resident Note Holder makes a payment which passes the benefit of a Distribution to another person.

Alternatively, a Resident Note Holder is automatically taken to be a qualified person in relation to Distributions if the total amount of the tax offsets in respect of all franked distributions to which the Resident Note Holder would be entitled in an income year is \$5,000 or less. This is referred to as the “small shareholder rule”. However, a Resident Note Holder will not be a “qualified person” by virtue of the small shareholder rule if related payments have been made, or will be made, in respect of a Distribution.

¹ The Class Ruling is not expected to address the tax implications of Conversion arising on the occurrence of a Trigger Event or in the context of an Optional Exchange. Although it is not expected this will be addressed in the Class Ruling, the tax implications of a Conversion in these circumstances should be the same as set out in section 3.4 above.

4.2 Sale of Notes

A sale of Notes by a Resident Note Holder on the ASX will give rise to a capital gain if the sale proceeds exceed the cost base of the Notes. Conversely, a capital loss will result if the reduced cost base of the Notes exceeds the sale proceeds (capital losses of a Resident Note Holder may only be offset against capital gains of the same or later years of income).

If Notes have been owned for at least 12 months prior to the sale (excluding the days of acquisition and disposal), a Resident Note Holder (other than a company) may be entitled to receive CGT discount treatment in respect of any gain arising on disposal of Notes, such that a percentage of the gain is not included in assessable income. The discount percentage is applied to the amount of the capital gain after offsetting any current year or carried forward capital losses. The discount percentages are 50%, 50% and 33⅓% for Resident Note Holders who are individuals, trusts and complying superannuation entities respectively.

Resident Note Holders who dispose of their Notes within 12 months of acquiring them, or who dispose of Notes under an agreement entered into within 12 months of acquiring them, will not receive CGT discount treatment. Companies are not entitled to obtain CGT discount treatment in respect of any gain arising on disposal of Notes.

4.3 Redemption of Notes

ANZ may elect to Redeem Notes in certain circumstances. For each Note that is being Redeemed, an amount equal to the Face Value will be paid by ANZ in cash. The Redemption proceeds (i.e. an amount equal to Face Value) should not be treated as a dividend to the extent to which they are debited against an amount standing to the credit of ANZ's non-share capital account, provided that ANZ gives the Resident Note Holder a notice specifying the amount paid up on each Note to be Redeemed.

Redemption of Notes will constitute a disposal of Notes for CGT purposes. Accordingly, a Resident Note Holder may derive a capital gain or a capital loss on such disposal to the extent to which the Redemption proceeds paid to the Resident Note Holders are greater than the cost base or are less than the reduced cost base of the Notes respectively (capital losses of a Resident Note Holder may only be offset against capital gains of the same or later years of income). A Resident Note Holder (other than a company) may be entitled to CGT discount treatment in respect of any remaining capital gain, in the same manner as discussed above.

4.4 Resale of Notes

ANZ may elect to Resell Notes in certain circumstances for an amount equal to Face Value. The tax implications arising on Resale should be the same as the tax implications arising on a sale of Notes (refer section 4.2 above). In relation to a Resale, the capital proceeds should be equal to the Face Value of the Notes (i.e. being the amount the Note Holder is entitled to be paid if a Resale occurs).

4.5 Cost base and acquisition date of Approved NOHC Ordinary Shares

If an Approved NOHC Event occurs, Approved NOHC Ordinary Shares may be issued to Resident Note Holders in substitution for Ordinary Shares on Conversion of Notes.

The cost base (or reduced cost base) of the Approved NOHC Ordinary Shares issued to a Resident Note Holder following a NOHC Conversion will be determined by spreading the cost base (or reduced cost base) of all of the original Notes across all of the Approved NOHC Ordinary Shares issued to that Note Holder.

For CGT purposes, Approved NOHC Ordinary Shares will be taken to have been acquired on the Conversion date. This means that the 12 month holding period for the purposes of the CGT discount mentioned in section 4.2 above will run from the acquisition date of the Approved NOHC Ordinary Shares, and not from the time of acquisition of the original Notes.

4.6 Pay-as-you-go withholding tax

Resident Note Holders may, if they choose, notify ANZ of their tax file number (TFN), Australian Business Number (ABN), or a relevant exemption from withholding tax with respect to Distributions.

In the event that ANZ is not so notified, tax will be automatically deducted at the highest marginal tax rate (including Medicare Levy) from the cash amount of the unfranked part (if any) of the Distributions. The rate of withholding is currently 49%, including a Temporary Budget Repair Levy of 2%, which applies until 30 June 2017.

ANZ is required to withhold and remit to the ATO such tax until such time as the relevant TFN, ABN or exemption notification is given to it. Resident Note Holders will be able to claim a tax credit/rebate (as applicable) in respect of any tax withheld on the Distributions in their income tax returns.

4.7 Goods and services tax (GST)

Note Holders should not be liable for GST in respect of their investment in Notes or the disposal or Conversion of Notes.

Note Holders registered for GST are unlikely to be entitled to an input tax credit for any GST paid in respect of costs associated with the acquisition of Notes (e.g. adviser fees).

5 Taxation of Financial Arrangements

Rules on the taxation of financial arrangements (**TOFA**) are contained in Division 230 of the *Income Tax Assessment Act 1997* (Cth). The TOFA regime generally applies to “financial arrangements” (as defined) acquired or entered into on or after 1 July 2010, where the taxpayer exceeds certain relevant asset/turnover thresholds and unless an exception applies.

The TOFA regime should generally not apply to individual Note Holders in respect of their investment in Notes. In addition, the TOFA regime should have no application to other Note Holders in respect of their investment in Notes, even if they exceed the relevant asset/turnover thresholds, unless certain elections under the TOFA regime are made by the relevant Note Holder.

It is recommended that Note Holders obtain specific tax advice pertaining to their particular circumstances regarding the application of the TOFA regime to their investment in Notes.

6 Non Resident Note Holders

Below is a summary of the Australian income tax consequences for Non Resident Note Holders who do not carry on a business through a permanent establishment in Australia.

With respect to Distributions received by Non Resident Note Holders on the Notes, the following should apply:

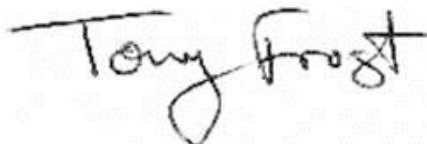
- Non Resident Note Holders should not be subject to dividend withholding tax in respect of fully franked Distributions paid by ANZ. A separate credit or refund for the attached franking credits is not available to Non Resident Note Holders.
- In the event that all or part of a Distribution is unfranked, the payment will be made to the Non Resident Note Holders net of dividend withholding tax. If applicable, dividend withholding tax would be payable on the unfranked portion of the Distribution at the rate of 30%, but reduced to 15%, 10% or nil depending on any applicable Double Tax Agreement that Australia may have with the Non Resident Note Holder’s home jurisdiction. Such withholding tax may be available as a credit against local tax payable by the Non Resident Note Holder, depending upon applicable laws in the relevant jurisdiction.
- However, ANZ may source the unfranked portion of the Distribution from its “conduit foreign income” (**CFI**). Unfranked Distributions paid out of CFI to Non Resident Note Holders will be exempt from Australian dividend withholding tax.

For Non Resident Note Holders, any capital gain or capital loss resulting from a disposal of Notes is likely to be disregarded on the basis that the Notes are not likely to be “taxable Australian property” for CGT purposes unless they were used by the non-resident in carrying on business through a permanent establishment in Australia. Non Resident Note Holders should seek their own tax advice to confirm the tax implications arising on a disposal of Notes.

Yours faithfully

GREENWOODS & HERBERT SMITH FREEHILLS PTY LIMITED

per:



Tony Frost
Managing Director
Greenwoods & Herbert Smith Freehills

7

SECTION 7 ADDITIONAL INFORMATION

THIS SECTION SETS OUT A NUMBER OF OTHER MATTERS THAT MAY NOT HAVE BEEN ADDRESSED IN DETAIL ELSEWHERE IN THIS PROSPECTUS. THESE INCLUDE RIGHTS ATTACHING TO ORDINARY SHARES THAT MAY BE ISSUED ON CONVERSION, A SUMMARY OF THE OFFER MANAGEMENT AGREEMENT, THE DISCLOSURE OF INTERESTS OF THE DIRECTORS AND ADVISERS AND THE RELIEF THAT REGULATORS HAVE GRANTED TO ANZ IN RESPECT OF THE OFFER.

7.1 REPORTING AND DISCLOSURE OBLIGATIONS

ANZ is admitted to the official list of ASX and is a disclosing entity for the purposes of the Corporations Act. As a disclosing entity, it is subject to regular reporting and disclosure obligations under the Corporations Act and Listing Rules. Broadly, these obligations require ANZ to prepare both yearly and half yearly financial statements and to report on its operations during the relevant accounting period, and to obtain an audit or review report from its auditor.

Copies of these and other documents lodged with ASIC may be obtained from or inspected at an ASIC office.

ANZ must ensure that ASX is continuously notified of information about specific events and matters as they arise for the purposes of ASX making the information available to the Australian securities market. In this regard, ANZ has an obligation under the Listing Rules (subject to certain exceptions) to notify ASX immediately of any information concerning it of which it becomes aware, which a reasonable person would expect to have a material effect on the price or value of its quoted securities.

7.2 AVAILABILITY OF DOCUMENTS

ANZ will provide a copy of any of the following documents free of charge to any person who requests a copy during the Offer Period:

- the annual financial report for the year ended 30 September 2014;
- any continuous disclosure notices given by ANZ in the period after the lodgement of the annual financial report of ANZ for the year ended 30 September 2014 and before lodgement of this Prospectus with ASIC; and
- the Constitution.

The financial reports for the year ended 30 September 2014, together with copies of continuous disclosure notices lodged with ASX, are available at www.asx.com.au or at <http://www.anz.com/about-us/our-company/corporate-governance/continuous-disclosure/> or <http://www.anz.com/announcements>.

The Constitution is available at <http://www.anz.com/about-us/our-company/corporate-governance/>. All written requests for copies of the above documents should be addressed to:

Investor Relations Department
Australia and New Zealand Banking Group Limited
ANZ Centre Melbourne
Level 10
833 Collins Street
Docklands VIC 3008

7.3 RIGHTS AND LIABILITIES ATTACHING TO ANZ CAPITAL NOTES 3

The rights and liabilities attaching to Notes are contained in the Note Terms set out in Appendix A. Rights and liabilities attaching to Notes may also arise under the Corporations Act, the Listing Rules, the Constitution and other laws.

7.4 RIGHTS AND LIABILITIES ATTACHING TO ORDINARY SHARES

Holders may receive Ordinary Shares on Conversion. The rights and liabilities attaching to the Ordinary Shares are set out in the Constitution and are also regulated by the Corporations Act, Listing Rules and the general law.

This Section 7.4 summarises the key rights attaching to the Ordinary Shares. It is not intended to be an exhaustive summary of the rights and obligations of Shareholders. Investors who wish to inspect the Constitution may do so at the registered office of ANZ during normal office hours or may obtain a copy as provided under Section 7.2.

7.4.1 VOTING RIGHTS

Subject to the Constitution, the Corporations Act and any rights or restrictions attached to any shares or class of shares, each Shareholder is entitled to attend and vote at a general meeting of ANZ. Any resolution being considered at a general meeting is decided on a show of hands unless a poll is held. On a show of hands, each Shareholder entitled to vote, present in person or by proxy, attorney or representative, has one vote.

On a poll, each Shareholder entitled to vote, present in person or by proxy, attorney or representative, has one vote for each Ordinary Share held. Partly paid Ordinary Shares confer that fraction of a vote which is equal to the proportion which the amount paid bears to the total issue price of the Ordinary Share.

7.4.2 GENERAL MEETINGS

Notice of a general meeting must be given to each Shareholder in accordance with the Corporations Act.

Each Shareholder is entitled to receive notices, financial statements and other documents required to be sent to Shareholders under the Constitution, Corporations Act and Listing Rules, but in the case of financial statements and annual reports only where the Shareholder has requested one to be sent to them in accordance with the Corporations Act.

7.4.3 DIVIDEND ENTITLEMENT

Subject to the Corporations Act, the Constitution and the terms of issue of Ordinary Shares, the Board may resolve to pay dividends on Ordinary Shares which are considered by the Board to be appropriate, in proportion to the capital paid up on the Ordinary Shares held by each Shareholder (subject to the rights of holders of shares carrying preferred rights including Notes).

7.4.4 DIVIDEND REINVESTMENT PLAN AND BONUS OPTION PLAN

Shareholders who are eligible may participate in ANZ's dividend reinvestment plan or bonus option plan, as in force from time to time, in accordance with (and subject to) the terms and conditions of those plans. Shareholders who are subject to the laws of a country or place other than Australia may not be eligible to participate, because of legal requirements that apply in that country or place or in Australia. Until the Board otherwise determines, participation in ANZ's dividend reinvestment plan and bonus option plan is not available directly or indirectly to any entity or person (including any legal or beneficial owner of Ordinary Shares) who is (or who is acting on behalf of or for the account or benefit of an entity or person who is) in or resident in the United States of America (including its territories or possessions) or Canada.

7.4.5 RIGHTS OF SHAREHOLDERS ON A WINDING-UP OF ANZ

If ANZ is wound up and its property is more than sufficient to pay all debts, share capital of ANZ and expenses of the winding-up, the excess must be divided among Shareholders in proportion to the capital paid up on the Ordinary Shares held by them at the commencement of the winding-up (subject to the rights of holders of shares carrying preferred rights on winding-up including Notes). A partly paid Ordinary Share is counted as a fraction of a fully paid Ordinary Share equal to the proportion which the amount paid on it bears to the total issue price of the Ordinary Share.

However, with the sanction of a special resolution, the liquidator may divide among Shareholders the assets of ANZ in kind and decide how the division is to be carried out and vest assets in trustees of any trusts for the benefit of Shareholders as the liquidator thinks appropriate.

7.4.6 TRANSFER OF ORDINARY SHARES

Subject to the Constitution, Ordinary Shares may be transferred by any means permitted by the Corporations Act or by law. The Board may decline to register a transfer where permitted to do so under the Listing Rules and the ASX Settlement Operating Rules, or where registration of the transfer is forbidden by the Corporations Act, Listing Rules or ASX Settlement Operating Rules. In addition, subject to the Corporations Act, Listing Rules and ASX Settlement Operating Rules, the Board may decline to register a transfer if registration would create a new holding of less than a marketable parcel under the Listing Rules.

7.4.7 ISSUES OF FURTHER SHARES

Subject to the Constitution, Corporations Act and Listing Rules, the Board may issue or grant options in respect of Ordinary Shares on such terms as the Board decides. In particular, the Board may issue preference shares, including redeemable preference shares, or convertible notes with any rights attaching to them that the Board determines prior to issue.

7.4.8 VARIATION OF RIGHTS

ANZ may only modify or vary the rights attaching to any class of shares with the prior approval, by a special resolution, of the holders of shares in that class at a meeting of those holders, or with the written consent of the holders of at least 75% of the issued shares of that class.

Subject to the terms of issue, the rights attached to a class of shares are not treated as varied by the issue of further shares which rank equally with that existing class for participation in profits and assets of ANZ.

7.4.9 VARIATION OF THE CONSTITUTION

The Constitution can only be modified by a special resolution in accordance with the Corporations Act. Under the Corporations Act, for a resolution to be passed as a special resolution it must be passed by at least 75% of the votes cast by members entitled to vote on the resolution.

7.5 RIGHTS AND LIABILITIES ATTACHING TO APPROVED NOHC ORDINARY SHARES

If an Approved NOHC Event occurs and the Note Terms are amended to enable substitution of the Approved NOHC as the issuer of ordinary shares on Conversion (including Mandatory Conversion), the rights and liabilities of the Approved NOHC Ordinary Shares will not be materially different to the rights and liabilities of Ordinary Shares. It is a condition to substitution that Approved NOHC Ordinary Shares be quoted – see clause 17.2 (definitions of “Approved NOHC Event” and “Change of Control Event”) of the Note Terms. The Approved NOHC will be obliged to use all reasonable endeavours to obtain quotation of the Approved NOHC Ordinary Shares issued on Conversion – see clause 11.1(b)(ii) of the Note Terms.

7.6 SUMMARY OF THE OFFER MANAGEMENT AGREEMENT

ANZ has entered into an Offer Management Agreement with ANZ Securities, Citigroup, Commonwealth Bank of Australia, Goldman Sachs, J.P. Morgan, Morgans, Morgan Stanley and UBS (together, the **Joint Lead Managers**). Under the OMA, the Joint Lead Managers have agreed to manage the Offer, including the Bookbuild and Allocation process in relation to the Offer.

The OMA provides that in certain circumstances after the Bookbuild, the title of a Joint Lead Manager may change (with no change to the obligations of that Joint Lead Manager under the OMA).

The following is the summary of the principal provisions of the OMA.

7.6.1 FEES

The fees payable to the Joint Lead Managers are set out in Section 7.8.

7.6.2 ANZ'S OBLIGATIONS IN RELATION TO THE CONDUCT OF THE OFFER

Under the OMA, ANZ has agreed to conduct the Offer in accordance with this Prospectus, the OMA, the Constitution and all applicable laws.

7.6.3 ANZ'S REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

Under the OMA, ANZ makes various representations and warranties including in relation to this Prospectus and compliance with the Constitution, the Corporations Act, the Listing Rules and other applicable laws. ANZ also warrants that it has the power (including under the Constitution) to enter into and perform transactions in connection with the Offer and the OMA.

ANZ has undertaken that it will not (and will ensure that its related bodies corporate do not), without the Joint Lead Managers' prior written consent, allot or agree to allot, announce an issue of, indicate an intention to allot, or otherwise authorise the issue of, any ASX listed hybrid or preference securities in Australia, with Tier 1 Capital status, at any time before the date that is 90 days after the Issue Date. This undertaking does not apply to the issue by ANZ of the Notes or any securities under an employee share or option plan, a bonus share plan, a dividend reinvestment plan or an underwriting of a dividend reinvestment plan, a share purchase plan or an underwriting of a share purchase plan or in accordance with the terms of issue of securities or financial products on issue as at the date of the OMA.

7.6.4 TERMINATION EVENTS

Each Joint Lead Manager may terminate the OMA after the occurrence of any one or more of the following events (non-exhaustive list):

- a credit rating of ANZ is downgraded;
- ASIC issues a stop order or similar proceeding in relation to the Prospectus;
- ASX does not grant its approval or indicates that the approval will not be granted (other than in respect of the customary pre-listing conditions), for official quotation of Notes, or the approval is subsequently withdrawn, qualified or withheld;
- a supplementary prospectus is required under section 719 of the Corporations Act (other than a supplementary prospectus to be issued with the inclusion of the Margin);
- any of the All Ordinaries Index of ASX, the S&P/ASX200 and the Dow Jones Industrial Average (**Relevant Index**):
 - closes on three consecutive Business Days at a level that is 10% or more below (1) before successful completion of the Bookbuild, the level of the Relevant Index as at the close of trading on the Business Day before the date of the OMA and (2) after successful completion of the Bookbuild, the higher of the level of the Relevant Index as at the close of trading on the Business Day before the date of the OMA and the close of trading on the Business Day before the date of successful completion of the Bookbuild (**Starting Level**); or
 - closes at a level that is 10% or more below the Starting Level at any time in the period of three Business Days prior to the Issue Date; or
 - closes at a level that is 15% or more below the Starting Level;
- an adverse change occurs in the assets, liabilities, financial position or performance, profits, losses or prospects of ANZ or its related bodies corporate;
- certain breaches of the OMA;
- any licence, permit, authorisation or consent which is material to anything referred to in this Prospectus, or necessary to conduct ANZ's business or a business of any of its related bodies corporate, is repealed, revoked, terminated or expires in a manner unacceptable to the Joint Lead Managers (acting reasonably);
- trading of ANZ's securities is suspended for a certain period of time;
- unauthorised alterations to ANZ or any of its Group members' share capital or constitution; and
- ANZ withdraws the Prospectus or the Offer other than in accordance with the OMA.

Some of these events will only give rise to a right to terminate if the Joint Lead Manager has reasonable and bona fide grounds to believe and does believe that the event has or is likely to have a material adverse effect on the Offer or that the event is likely to give rise to a liability of that Joint Lead Manager. If this occurs, the Joint Lead Manager which terminates (or each Joint Lead Manager) will no longer be a lead manager or bookrunner and it will not be obliged to conduct the Bookbuild or settle Allocations under the Bookbuild.

Under the OMA, if a Joint Lead Manager terminates, the Joint Lead Manager must give notice in writing to ANZ and each of the other Joint Lead Managers. If one or more of ANZ Securities, Citigroup, Commonwealth Bank of Australia, Goldman Sachs, J.P. Morgan, Morgans, Morgan Stanley or UBS terminates, the remaining Joint Lead Managers from that group may elect to assume the rights and obligations of the terminating Joint Lead Manager in equal proportions by providing ANZ with written notice.

In addition, if any Joint Lead Manager terminates its obligations under the OMA, then the obligations of Bookbuild participants, by the terms of the invitation to participate in the Bookbuild, terminate.

ANZ indemnifies the Joint Lead Managers and their affiliates and representatives (each an **Indemnified Party**) against liabilities arising out of, or in connection with, their appointment under the OMA, except to the extent that those liabilities resulted from the fraud, wilful misconduct, wilful default or negligence of, or material breach of the OMA by, the Indemnified Party or any party associated with the Joint Lead Manager with which that Indemnified Party is associated (except to the extent any such conduct is caused or induced by ANZ or its Directors, employees or advisers, and in certain other circumstances).

7.7 CONSENTS

7.7.1. DIRECTORS

Each Director has given and has not, before the lodgement of this Prospectus with ASIC, withdrawn their consent to the lodgement of this Prospectus with ASIC.

7.7.2 OTHER CONSENTING PARTIES

Each of the parties (referred to as Consenting Parties) who are named below:

- has not made any statement in this Prospectus or any statement on which a statement made in this Prospectus is based, other than as specified in Section 7.7.3;
- to the maximum extent permitted by law, expressly disclaims and takes no responsibility for any statements or omissions from this Prospectus, other than the reference to its name and/or any statement or report included in this Prospectus with the consent of that Consenting Party; and
- has given and has not, before the lodgement of this Prospectus with ASIC, withdrawn its written consent to be named in this Prospectus in the form and context in which it is named.

Role	Consenting Parties
Joint Lead Managers	<ul style="list-style-type: none"> • ANZ Securities²⁵ • Commonwealth Bank of Australia • J.P. Morgan • Morgans • Citigroup • Goldman Sachs • Morgan Stanley • UBS
Co-Managers	<ul style="list-style-type: none"> • Bell Potter • Ord Minnett • JBWere
Online Broker	E*TRADE Australia
Australian Accounting Adviser	KPMG Transaction Services
Australian legal advisers	King & Wood Malleons
Australian tax adviser	Greenwoods & Herbert Smith Freehills
Registry	Computershare Investor Services Pty Limited

²⁵ A liability of ANZ Securities is neither a deposit with, nor a liability of, ANZ. ANZ Securities is a separate entity from ANZ and is not an ADI.

7.7.3 GREENWOODS & HERBERT SMITH FREEHILLS

Greenwoods & Herbert Smith Freehills has given and has not, before the lodgement of this Prospectus with ASIC, withdrawn its written consent to the inclusion of the Australian taxation summary in the form and context in which it appears in Section 6.

7.8 INTERESTS OF ADVISERS

ANZ Securities, Citigroup, Commonwealth Bank of Australia, Goldman Sachs, J.P. Morgan, Morgans, Morgan Stanley and UBS have acted as Joint Lead Managers to the Offer, in respect of which they will receive fees from ANZ. The fees received will be as follows:

- each Joint Lead Manager (other than ANZ Securities) will receive a selling fee of 1.0% of valid Applications received in respect of their Broker Firm Amount (and in respect of which they have assumed obligations of another Joint Lead Manager (if any)) (**JLM Selling Fee**);
- ANZ Securities will receive a selling fee of 1.0% of valid Applications received in respect of its Broker Firm Amount other than in respect of certain institutional investors, plus a selling fee of 0.5% of valid Applications received in respect of allocations to certain institutional investors; and
- each Joint Lead Manager will also receive a base fee of 0.5% of that Joint Lead Manager's Broker Firm Amount (and in respect of which they have assumed obligations of another Joint Lead Manager (if any)) and in respect of which valid Applications are received, provided that their commitment into the Bookbuild is equal to or exceeds \$50 million.

Bell Potter, JBWere and Ord Minnett have acted as Co-Managers to the Offer, in respect of which they will receive fees from the Joint Lead Managers on behalf of ANZ. The fees received will be a selling fee of up to 1% of valid Applications received in respect of their Broker Firm Amount.

For the purposes of the fees described above "Broker Firm Amount" means, in relation to a Joint Lead Manager or a Syndicate Broker, the number of Notes allocated on a firm basis to that Syndicate Broker or, in the case of a Joint Lead Manager, to that Joint Lead Manager and its affiliates, under the Bookbuild (and, in the case of ANZ Securities, includes any additional Broker Firm Amount allocated to it under the terms of the OMA).

Under the terms of the OMA (see also Section 7.6), the Joint Lead Managers may pay fees on behalf of ANZ to financial services licensees and representatives (**Brokers**) for procuring subscriptions of ANZ Capital Notes 3 by their clients, among other things.

Under the OMA, the amount of the fee payable to a Broker by a Joint Lead Manager may not exceed the amount of the JLM Selling Fee (i.e. 1.0% of valid applications received), unless that Broker is an Affiliate of the Joint Lead Manager or a Broker approved by ANZ, in which case the amount of the fee payable to that Broker by a Joint Lead Manager may not exceed the aggregate of the amount of the JLM Selling Fee and the base fee received by the Joint Lead Manager from ANZ as described above (i.e. 1.5% of valid applications received).

Brokers may in turn rebate fees to other Brokers for procuring applications for ANZ Capital Notes 3 by their clients, among other things. The amount of the fee paid to a Broker by another Broker may not exceed the amount of the JLM Selling Fee (i.e. 1.0% of valid applications received).

KPMG Transaction Services (a division of KPMG Financial Advisory Services (Australia) Pty Ltd) has provided due diligence services on certain financial disclosures in this Prospectus. In respect of this work, ANZ estimates that it will pay approximately \$120,000 (excluding disbursements and GST) to KPMG Transaction Services for work up to the date of the Original Prospectus. Further amounts may be paid to KPMG Transaction Services under its normal time based charges.

King & Wood Mallesons has acted as Australian legal adviser to ANZ in relation to the Offer, assisting with the due diligence and verification program and performing due diligence on required legal matters. In respect of this work, ANZ estimates that it will pay approximately \$275,000 (excluding disbursements and GST) to King & Wood Mallesons for work up to the date of the Original Prospectus. Further amounts may be paid to King & Wood Mallesons under its normal time based charges.

Greenwoods & Herbert Smith Freehills has acted as Australian taxation adviser to ANZ in relation to the terms and conditions of Notes in connection with the Offer and has provided advice on the Australian aspects of the Taxation Summary contained in Section 6. In respect of this work, ANZ estimates that it will pay approximately \$52,000 (excluding disbursements and GST) to Greenwoods & Herbert Smith Freehills for work up to the date of the Original Prospectus. Further amounts may be paid to Greenwoods & Herbert Smith Freehills under its normal time based charges.

Except as set out in this Prospectus, no person named in this Prospectus as performing a function in a professional, advisory or other capacity in connection with the preparation or distribution of this Prospectus, a promoter of ANZ or broker to the Offer:

- holds, at the time of lodgement of this Prospectus with ASIC, or has held in the two years before lodgement of this Prospectus with ASIC, an interest in:
 - the formation or promotion of ANZ; the Offer; or
 - any property acquired or proposed to be acquired by ANZ in connection with the formation or promotion of ANZ or the Offer; or
- has paid or agreed to pay any amount, and no one has given or agreed to give any benefit for services provided by that person, in connection with the formation or promotion of ANZ or the Offer.

7.9 INTERESTS OF DIRECTORS

Details of the Directors' holdings in ANZ Ordinary Shares and other securities of ANZ are disclosed to, and available from, the ASX at www.asx.com.au.

The Directors (and their related parties) may acquire Notes offered under this Prospectus subject to the Listing Rules (including any waivers as described in Section 7.10).

Other than as set out in this Prospectus, no Director or proposed Director holds, at the time of lodgement of this Prospectus with ASIC, or has held in the two years before lodgement of this Prospectus with ASIC, an interest in:

- the formation or promotion of ANZ;
- the Offer; or
- any property acquired or proposed to be acquired by ANZ in connection with the formation or promotion of ANZ or the Offer.

Other than as set out in this Prospectus, at the time of lodgement of this Prospectus with ASIC, no one has paid or agreed to pay any amount, and no one has given or agreed to give any benefit, to any Director or proposed Director:

- to induce that person to become, or qualify as, a Director; or
- for services provided by that person in connection with the formation or promotion of ANZ or the Offer.

The Constitution contains provisions about the remuneration of the Directors. As remuneration for their services as Directors, the non-executive Directors are paid an amount of remuneration determined by the Board, subject to a maximum annual aggregate amount determined by Shareholders in a general meeting. The maximum annual aggregate amount has been set at \$4,000,000 (excluding retirement benefit payments). Each Director may also be paid additional remuneration for performance of extra services and is entitled to reimbursement of reasonable out-of-pocket expenses. The remuneration of the Managing Director and CEO may be fixed by the Board. The remuneration may consist of salary, bonuses or any other elements but must not be a commission on or percentage of profits or operating revenue.

ANZ has entered into a Director's Access Insurance and Indemnity Deed with each Director. Under that deed, a Director is entitled (among other things) to be indemnified against liabilities incurred as a Director to the extent permitted by law. Subject to and so far as may be permitted under applicable law, they are also permitted to be indemnified under the Constitution and ANZ may enter and pay premiums on directors and officers liability insurance policies for their benefit.

7.10 ASX RELIEF

THE OFFER

ASX has classified Notes as “equity securities” and “convertible debt securities” for the purposes of the Listing Rules and has confirmed that:

- the Note Terms are appropriate and equitable for the purposes of Listing Rule 6.1; Listing Rules 6.4 – 6.7 do not apply to the Notes;
- the terms of the APRA constraints on the payment of Distributions do not amount to a removal of a right to a distribution for the purposes of Listing Rule 6.10;
- Conversion, Redemption or Resale by ANZ as provided in the Note Terms is appropriate and equitable for the purposes of Listing Rule 6.12;
- for the purposes of Listing Rule 7.1, it is acceptable that the maximum number of Ordinary Shares into which Notes can be Converted in accordance with Listing Rules 7.1 and 7.1.4 will be calculated by notionally converting Notes at the Issue Date VWAP;
- Listing Rule 10.11 has been waived to permit Directors (and their associates) to participate in the Offer, without Shareholder approval, on the following conditions:
 - the Directors (and their associates) are collectively restricted to applying for no more than 0.20% of the total number of Notes issued under the Offer;
 - ANZ releases the terms of the waiver to the market; and
 - when Notes are issued, ANZ announces to the market the total number of Notes issued to the directors of ANZ (and their associates) in aggregate; and
- the record date to identify persons entitled to receive Distributions must be 8 calendar days before the relevant Distribution Payment Date.

ASX has also agreed to allow Notes to trade on a deferred settlement basis for a short time following the issue of Notes.

7.11 ASIC RELIEF

ASIC relief has been obtained to enable ANZ to issue a “transaction-specific” prospectus which complies with Section 713 of the Corporations Act in relation to the Offer.

7.12 FOREIGN SELLING RESTRICTIONS

As at the date of this Prospectus, no action has been taken to register or qualify Notes or the Offer or to otherwise permit a public offering of Notes outside Australia.

The distribution of this Prospectus (including an electronic copy) outside Australia may be restricted by law. If you come into possession of this Prospectus outside Australia, then you should seek advice on, and observe, any such restrictions. Any failure to comply with such restrictions may violate securities laws. This Prospectus does not constitute an offer or invitation in any jurisdiction in which, or to any person to whom, it would not be lawful to make such an offer or invitation.

In particular, Notes have not been and will not be registered under the US Securities Act or the securities laws of any state of the United States, and may not be offered or sold in the United States or to, or for the account or benefit of, a US Person.

Any offer, sale or resale of Notes in the United States by a dealer (whether or not participating in the Offer) may violate the registration requirements of the US Securities Act.

Notes may be offered in a jurisdiction outside Australia under the Institutional Offer or Broker Firm Offer where such offer is made in accordance with the laws of that jurisdiction.

Each person submitting an Application Form will be deemed to have acknowledged that it is aware of the restrictions referred to in this Section 7.12 and to have represented and warranted that it is able to apply for and acquire Notes in compliance with those restrictions.

7.13 PRIVACY STATEMENT

If you apply for Notes, you will be asked to provide personal information to ANZ and its agents. ANZ and its agents will collect, hold and use that personal information in accordance with the Privacy Act and ANZ's privacy policy, to assess and process your Application, to service your needs as a Holder, to provide facilities and services that you request, to carry out appropriate administration of your investment, to identify, prevent or investigate any fraud, unlawful activity or misconduct (or suspected fraud, unlawful activity or misconduct) and to identify you or establish your tax status under any Australian or foreign legislation, regulation or treaty or pursuant to an agreement with any tax authority. ANZ and its agents may also collect, use and disclose your personal information to the extent required or permitted by the intergovernmental agreement entered into between the US and Australian governments to implement the Foreign Account Tax Compliance Act (**FATCA**) dated 28 April 2014. Without this information ANZ would not be able to do these things. Company and tax laws, including the Anti-Money Laundering and Counter-Terrorism Financing Act (Cth), the Financial Sector (Collection of Data) Act (Cth), the Corporations Act (Cth), The Taxation Administration Act (Cth) and the Income Tax Assessment Act (Cth) requires some personal information to be collected.

To do these things, ANZ may disclose your personal information to its agents, contractors or third party service providers to whom ANZ outsources services such as mailing and registry functions. ANZ may also disclose your personal information to related bodies corporate or to their agents, contractors, third party service providers and regulatory bodies, government agencies, law enforcement bodies and courts.

You consent to ANZ and its related bodies corporate using your personal information to keep you informed about ANZ's business activities, progress and development and bring to your attention a range of products and services offered by ANZ. You can contact ANZ or the Registry on 1800 113 399 (within Australia) or +61 3 9415 4010 (international) (Monday to Friday – 8:30am to 5:30pm AEDT) to withdraw your consent to ANZ using or disclosing your personal information in this way. It is important that you contact ANZ or the Registry if you do not consent to this use because, by investing in Notes, you will be taken to have otherwise consented.

ANZ may disclose information to recipients which are located outside Australia. You can find details about the location of some of these recipients in ANZ's Privacy Policy and at www.anz.com/privacy.

If you do not provide the information requested, your Application may not be able to be processed efficiently, if at all.

Under the Privacy Act, you may request access to your personal information held by or on behalf of ANZ. You can request access to your personal information or obtain further information about ANZ's management of your personal information by contacting the Registry or ANZ.

ANZ's Privacy Policy (www.anz.com/privacy) contains information about:

- the circumstances in which ANZ may collect personal information from other sources (including from a third party);
- how to access personal information and seek correction of personal information; and
- how you can raise concerns that ANZ has breached the Privacy Act or an applicable code and how ANZ will deal with those matters.

If the Registry's record of your personal information is incorrect or out of date, it is important that you contact ANZ or the Registry so that your records can be corrected. To assist ANZ with this, please contact ANZ or the Registry if any of the details you have provided have changed.

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84

APPENDIX A NOTE TERMS

THIS APPENDIX A CONTAINS THE FULL NOTE TERMS.

1 ANZ CAPITAL NOTES 3

1.1 ANZ CAPITAL NOTES 3

ANZ Capital Notes 3 are fully paid mandatorily convertible subordinated perpetual securities (**ANZ Capital Notes 3** or **Notes**) in the form of unsecured notes issued by ANZ acting through its New Zealand branch. ANZ Capital Notes 3 are issued in registered form by entry in the Register. They are issued, and may be Exchanged, according to these Note Terms.

ANZ Capital Notes 3 are not deposit liabilities of ANZ, are not protected accounts for the purposes of the depositor protection provisions in Division 2 of Part II of the Banking Act or of the Financial Claims Scheme established under Division 2AA of Part II of the Banking Act, are not any other kind of account with ANZ and are not guaranteed or insured by any government, government agency or compensation scheme in Australia or any other jurisdiction or by any other person.

1.2 FACE VALUE

The denomination and face value of each Note (**Face Value**) is \$100.

1.3 OBLIGATIONS OF THE NEW ZEALAND BRANCH

Although the Notes are issued by ANZ acting through its New Zealand branch, the Notes are obligations of ANZ and its obligations are not limited to the assets of ANZ's New Zealand branch. If ANZ is unable to make a payment under the Notes from the New Zealand branch, it may make the payment from some other branch of ANZ on behalf of the New Zealand branch.

2 TITLE AND TRANSFER

2.1 TITLE

Title to a Note passes when details of the transfer are entered in the Register.

2.2 REGISTER CONCLUSIVE AS TO OWNERSHIP

Entries in the Register in relation to a Note constitute conclusive evidence that the person so entered is the absolute owner of the Note subject to correction for fraud or error.

2.3 NON-RECOGNITION OF INTERESTS

Except as required by law and as provided in this clause 2.3, ANZ must treat the person whose name is entered in the Register as the Holder in respect of a Note as the absolute owner of that Note.

No notice of any trust, Encumbrance or other interest in, or claim to, any Note will be entered in the Register. Neither ANZ nor the Registry need take notice of any trust, Encumbrance or other interest in, or claim to, any Note, except as ordered by a court of competent jurisdiction or required by law, and no trust, Encumbrance or other interest in, or claim to, any Note will in any way affect any provision of these Note Terms.

This clause 2.3 applies whether or not a payment has been made when scheduled on a Note and despite any notice of ownership, trust or interest in the Note.

2.4 JOINT HOLDERS

Where two or more persons are entered in the Register as the joint holders of a Note, they are taken to hold the Note as joint tenants with rights of survivorship, but the Registry is not bound to register more than three persons as joint holders of a Note.

2.5 DEALINGS IN WHOLE

At all times, the Notes may be held or transferred only in whole Notes.

2.6 TRANSFER

(a) A Holder may transfer a Note:

- (i) while the Note is lodged in CHESS, in accordance with the ASX Settlement Operating Rules;
- (ii) at any other time:

- (A) by a proper transfer under any other computerised or electronic system recognised by the Corporations Act; or
- (B) by any proper or sufficient instrument of transfer of marketable securities under applicable law.

(b) The Registry must register a transfer of a Note to or by a person who is entitled to make or receive the transfer as a consequence of:

- (i) death, bankruptcy, liquidation or winding-up of a Holder; or
- (ii) a vesting order by a court or other body with power to make the order on receiving the evidence that the Registry or ANZ requires.

3 DISTRIBUTIONS

3.1 DISTRIBUTIONS

Subject to these Note Terms, each Note entitles the Holder on a Record Date to receive on the relevant Distribution Payment Date a cash distribution (Distribution) calculated according to the following formula:

$$\text{Distribution} = \frac{\text{Face Value} \times \text{Distribution Rate} \times N}{365}$$

where:

Distribution Rate (expressed as a percentage per annum) is calculated according to the following formula:

$$\text{Distribution Rate} = (\text{Bank Bill Rate} + \text{Margin}) \times (1 - \text{Tax Rate})$$

where:

Bank Bill Rate (expressed as a percentage per annum) means, for a Distribution Period, the average mid-rate for bills of a term of 180 days which average mid-rate is displayed on Reuters page BBSW (or any page which replaces that page) on the first Business Day of the Distribution Period or if there is a manifest error in the calculation of that average mid-rate or that average mid-rate is not displayed by 10.30am (Melbourne time) on that date, the rate specified in good faith by ANZ at or around that time on that date having regard, to the extent possible, to:

- (a) the rates otherwise bid and offered for bills of a term of 180 days or for funds of that tenor displayed on Reuters page BBSW (or any page which replaces that page) at that time on that date; or
- (b) if bid and offer rates for bills of a term of 180 days are not otherwise available, the rates otherwise bid and offered for funds of that tenor at or around that time on that date;

Margin (expressed as a percentage per annum) means 3.6%, as determined under the Bookbuild; and

Tax Rate (expressed as a decimal) means the Australian corporate tax rate applicable to the franking account of ANZ as at the relevant Distribution Payment Date; and

N means in respect of:

- (a) the first Distribution Payment Date, the number of days from (and including) the Issue Date until (but not including) the first Distribution Payment Date; and
- (b) each subsequent Distribution Payment Date, the number of days from (and including) the preceding Distribution Payment Date until (but not including) the relevant Distribution Payment Date.

3.2 FRANKING ADJUSTMENTS

If any Distribution is not franked to 100% under Part 3-6 of the Tax Act (or any provisions that revise or replace that Part), the Distribution will be calculated according to the following formula:

$$\text{Distribution} = \frac{D}{(1 - [\text{Tax Rate} \times (1 - F)])}$$

where:

D means the Distribution calculated under clause 3.1;

Tax Rate has the meaning given in clause 3.1; and

F means the applicable Franking Rate

3.3 PAYMENT OF A DISTRIBUTION

Each Distribution is subject to:

- (a) ANZ's absolute discretion; and
- (b) no Payment Condition existing in respect of the relevant Distribution Payment Date.

3.4 DISTRIBUTIONS ARE NON-CUMULATIVE

- (a) Distributions are non-cumulative. If all or any part of a Distribution is not paid because of clause 3.3 or because of any applicable law, ANZ has no liability to pay the unpaid amount of the Distribution and Holders have no claim or entitlement in respect of such non-payment and such non-payment does not constitute an event of default.
- (b) No interest accrues on any unpaid Distributions and the Holders have no claim or entitlement in respect of interest on any unpaid Distributions.

3.5 DISTRIBUTION PAYMENT DATES

Subject to this clause 3, Distributions in respect of a Note will be payable in arrears on the following dates (each a **Distribution Payment Date**):

- (a) each 24 March and 24 September commencing on 24 September 2015 until (but not including) the date on which a Redemption or Conversion of that Note occurs in accordance with these Note Terms; and
- (b) each date on which a Conversion, Redemption or Resale of that Note occurs, in each case in accordance with these Note Terms.

If a Distribution Payment Date is a day which is not a Business Day, then the Distribution Payment Date will be the next day which is a Business Day.

3.6 RECORD DATES

A Distribution is only payable on a Distribution Payment Date to those persons registered as Holders on the Record Date for that Distribution.

3.7 WITHHOLDINGS AND DEDUCTIONS

- (a) ANZ may deduct from any Distribution payable in accordance with the Note Terms the amount of any withholding or other tax, duty or levy required by any applicable law to be deducted in respect of such amount (**Tax**).
- (b) If any such deduction has been made and the amount of the deduction accounted for by ANZ to the relevant revenue authority and the balance of the Distribution payable has been paid to the relevant Holder, the full amount payable to such Holder shall be deemed to have been duly paid and satisfied by ANZ.
- (c) ANZ shall pay the full amount deducted to the relevant revenue authority within the time allowed for such payment without incurring any penalty under the applicable law and shall, if required by any Holder, deliver to that Holder a copy of any relevant receipt issued by the revenue authority (to the extent issued) without delay after it is received by ANZ. A Holder must notify the Registry if the Holder is a New Zealand tax resident or whether the Holder is engaged in business in New Zealand through a fixed establishment (as defined in the New Zealand Income Tax Act 2007) in New Zealand (on or prior to the Record Date). If a Holder is not a New Zealand tax resident nor engaged in business in New Zealand through a fixed establishment (as defined in the New Zealand Income Tax Act 2007) in New Zealand at the Record Date, a Holder must notify the Registry prior to any Distribution Payment Date of any change in circumstances from those previously notified that could affect the payment or withholding obligations of ANZ.
- (d) Subject to clause 3.2, if and to the extent that:
 - (i) a law of any Relevant Jurisdiction (other than Australia) requires ANZ to deduct any Tax from any Distribution which is payable to a Holder under clause 3.1, so that a Holder would not receive the full amount which is so payable; and
 - (ii) the relevant deduction is required to be made on a basis other than:
 - (A) the Holder having a connection with the Relevant Jurisdiction (other than the mere holding of the Notes or receipt of a payment in respect of Notes) or holding Notes jointly with a person having such a connection;

(B) the Holder:

- (1) not having provided information to ANZ;
- (2) not having made a declaration or similar claim;
- (3) not having satisfied a reporting requirement,

in each case, which could have avoided such deduction;

(C) on account of stamp duty, estate duty or similar transaction duty;

(D) on account of resident withholding tax imposed in accordance with the laws of New Zealand,

subject to clause 13.10, the amount of the Distribution that is payable will be increased so that, after making the relevant deduction, the Holder receives the amount that the Holder would have received if no deduction had been required.

(e) So long as the New Zealand branch of ANZ is the branch through which the Notes are on issue, ANZ intends to register the Notes for the purposes of the Approved Issuer Levy. Where ANZ is lawfully able to pay the Approved Issuer Levy in respect of any Distribution payable to a Holder, ANZ will pay the amount of such levy to the New Zealand Inland Revenue (or other appropriate government authority) and will not deduct an amount on account of such levy from the relevant Distribution.

3.8 RESTRICTIONS IN THE CASE OF NON-PAYMENT

If for any reason a Distribution has not been paid in full on a Distribution Payment Date (the **Relevant Distribution Payment Date**), ANZ must not, without approval of a Special Resolution, until and including the next Distribution Payment Date:

(a) resolve to pay or pay any Ordinary Share Dividend; or

(b) undertake any Buy-Back or Capital Reduction,

unless the Distribution is paid in full within 3 Business Days of the Relevant Distribution Payment Date.

3.9 EXCLUSIONS FROM RESTRICTIONS IN CASE OF NON-PAYMENT

The restrictions in clause 3.8 do not apply:

(a) to a Buy-Back or Capital Reduction in connection with any employment contract, employee share scheme, benefit plan or other similar arrangement with or for the benefit of any one or more employees, officers, directors or consultants of ANZ or any Controlled Entity; or

(b) to the extent that at the time a Distribution has not been paid on the relevant Distribution Payment Date, ANZ is legally obliged to pay on or after that date an Ordinary Share Dividend or complete on or after that date a Buy-Back or Capital Reduction.

Nothing in these Note Terms prohibits ANZ or a Controlled Entity from purchasing ANZ Shares (or an interest therein) in connection with transactions for the account of customers of ANZ or customers of entities that ANZ Controls or, with the prior written approval of APRA, in connection with the distribution or trading of ANZ Shares in the ordinary course of business. This includes (for the avoidance of doubt and without affecting the foregoing) any acquisition resulting from:

(a) taking security over ANZ Shares in the ordinary course of business; and

(b) acting as trustee for another person where neither ANZ nor any entity it Controls has a beneficial interest in the trust (other than a beneficial interest that arises from a security given for the purposes of a transaction entered into in the ordinary course of business).

4 MANDATORY CONVERSION

4.1 MANDATORY CONVERSION

Subject to the occurrence of a Trigger Event, on the Mandatory Conversion Date ANZ must Convert all (but not some) Notes on issue at that date into Ordinary Shares in accordance with clause 6 and this clause 4.

4.2 MANDATORY CONVERSION DATE

The **Mandatory Conversion Date** will be the earlier of:

(a) 24 March 2025 (the Scheduled Mandatory Conversion Date); and

(b) the first Distribution Payment Date after the Scheduled Mandatory Conversion Date (a Subsequent Mandatory Conversion Date),

(each a **Relevant Date**) on which the Mandatory Conversion Conditions are satisfied.

4.3 MANDATORY CONVERSION CONDITIONS

The Mandatory Conversion Conditions for each Relevant Date are:

- (a) the VWAP on the 25th Business Day immediately preceding (but not including) the Relevant Date (the **First Test Date**, provided that if no trading in Ordinary Shares took place on that date, the **First Test Date** is the first Business Day before the 25th Business Day immediately preceding (but not including) the Relevant Date on which trading in Ordinary Shares took place) is greater than 56.00% of the Issue Date VWAP (the **First Mandatory Conversion Condition**);
- (b) the VWAP during the period of 20 Business Days on which trading in Ordinary Shares took place immediately preceding (but not including) the Relevant Date (the **Second Test Period**) is greater than 50.51% of the Issue Date VWAP (the **Second Mandatory Conversion Condition**); and
- (c) no Delisting Event applies in respect of the Relevant Date (the **Third Mandatory Conversion Condition** and, together with the First Mandatory Conversion Condition and the Second Mandatory Conversion Condition, the **Mandatory Conversion Conditions**).

4.4 NON-CONVERSION NOTICES

If:

(a) the First Mandatory Conversion Condition is not satisfied in relation to a Relevant Date, ANZ will notify Holders between the 25th and the 21st Business Day before the Relevant Date; or

(b) the Second Mandatory Conversion Condition or the Third Mandatory Conversion Condition is not satisfied in relation to a Relevant Date, ANZ will notify Holders on or as soon as practicable after the Relevant Date,

in either case that Mandatory Conversion will not (or, as the case may be, did not) occur on the Relevant Date (a **Non-Conversion Notice**).

4.5 COMMON EQUITY CAPITAL TRIGGER EVENT

A Common Equity Capital Trigger Event means ANZ determines, or APRA has notified ANZ in writing that it believes, that a Common Equity Capital Ratio is equal to or less than 5.125%. ANZ must immediately notify APRA in writing if it makes a determination under this clause 4.5.

4.6 NON-VIABILITY TRIGGER EVENT

A Non-Viability Trigger Event means the earlier of:

(a) the issuance of a notice in writing by APRA to ANZ that conversion or write off of Relevant Securities is necessary because, without it, APRA considers that ANZ would become non-viable; or

(b) a determination by APRA, notified to ANZ in writing, that without a public sector injection of capital, or equivalent support, ANZ would become non-viable.

4.7 TRIGGER EVENT CONVERSION DATE

A **Trigger Event Conversion Date** means:

(a) in the case of a Common Equity Capital Trigger Event, the date on which the determination or notification is made under clause 4.5; and

(b) in the case of a Non-Viability Trigger Event, the date on which APRA notifies ANZ of such Non-Viability Trigger Event as contemplated in clause 4.6.

4.8 CONVERSION ON TRIGGER EVENT CONVERSION DATE

If a Trigger Event occurs:

(a) on the Trigger Event Conversion Date, subject only to clause 4.9(c), so many of the Notes will immediately Convert as is:

- (i) in the case of a Common Equity Capital Trigger Event, sufficient (as determined by ANZ in accordance with paragraph (b) below) to increase the relevant Common Equity Capital Ratio to a percentage above 5.125% determined by ANZ in consultation with APRA; or

- (ii) in the case of a Non-Viability Trigger Event, required by APRA's notice under clause 4.6 and, where such notice does not require all Relevant Securities to be converted into Ordinary Shares or written off, sufficient (determined by ANZ in accordance with paragraph (b) below) to satisfy APRA that ANZ is viable without further conversion or write-off. If a Non-Viability Trigger Event under clause 4.6(b) occurs, all the Notes will be Converted;
- (b) in determining the number of Notes which must be Converted in accordance with this clause, ANZ will:
- (i) first, convert into Ordinary Shares or write off Relevant Securities whose terms require or permit them to be converted into Ordinary Shares or written off either before Conversion of Notes or in full; and
 - (ii) secondly, if conversion into Ordinary Shares or write off of those Relevant Securities is not sufficient to satisfy the requirements of clause 4.8(a)(i) or 4.8(a)(ii) (as applicable), Convert Notes and convert into Ordinary Shares or write off other Relevant Securities on an approximately pro-rata basis or in a manner that is otherwise, in the opinion of ANZ, fair and reasonable (subject to such adjustment as ANZ may determine to take into account the effect on marketable parcels and the need to round to whole numbers the number of Ordinary Shares and any Notes or other Relevant Securities remaining on issue),
- provided that such determination does not impede the immediate Conversion of the relevant number of Notes;
- (c) on the Trigger Event Conversion Date ANZ must determine the Holders whose Notes will be Converted at the time on that date that the Conversion is to take effect and in making that determination may make any decisions with respect to the identity of the Holders at that time as may be necessary or desirable to ensure Conversion occurs immediately in an orderly manner, including disregarding any transfers of Notes that have not been settled or registered at that time and provided that such determination does not impede the immediate Conversion of the relevant number of Notes;
- (d) ANZ must give notice of that event (a **Trigger Event Notice**) as soon as practicable to Holders which must specify:
- (i) the Trigger Event Conversion Date;
 - (ii) the number of Notes Converted; and
 - (iii) the relevant number of other Relevant Securities converted or written off;
- (e) none of the following events shall prevent, impede or delay the Conversion of Notes as required by clause 4.8(a):
- (i) any failure or delay in the conversion or write off of other Relevant Securities;
 - (ii) any failure or delay in giving a Trigger Event Notice; and
 - (iii) any failure or delay in quotation of Ordinary Shares to be issued on Conversion; and
- (f) from the Trigger Event Conversion Date, subject to clauses 6.12 and 10.2, ANZ shall treat the Holder of any Note which is required to be Converted as the holder of the relevant number of Ordinary Shares and will take all such steps, including updating any register, required to record the Conversion.

4.9 PRIORITY OF CONVERSION OBLIGATIONS

- (a) Conversion on account of the occurrence of a Trigger Event is not subject to the matters described in clause 4.3 as Mandatory Conversion Conditions.
- (b) A Conversion required on account of a Trigger Event takes place on the date, and in the manner, required by clause 4.8, notwithstanding anything in clauses 4.1, 4.10, 5 or 9.
- (c) If Conversion has not been effected within 5 Business Days after the relevant Trigger Event Conversion Date for any reason (including an Inability Event), Conversion of those Notes on account of the Trigger Event will not occur and those Notes shall be Written Off in accordance with clause 6.12 and the provisions of clauses 4.8(b), 4.8(c) and 4.8(d) shall apply in respect of that Write Off and those Notes as if each reference in those clauses to "Conversion" or "Convert" were a reference to "Write Off".

4.10 MANDATORY CONVERSION ON CHANGE OF CONTROL

- (a) If a Change of Control Event occurs, ANZ must notify Holders as soon as practicable after becoming aware of that event by providing a notice to Holders (a **Change of Control Conversion Notice**) and Convert all (but not some only) Notes on the Change of Control Conversion Date, subject to and in accordance with this clause 4 and clause 6.

- (b) A Change of Control Conversion Notice must specify:
- (i) the details of the relevant Change of Control Event;
 - (ii) the date on which Conversion is to occur (the **Change of Control Conversion Date**), which must be:
 - (A) the Business Day prior to the date reasonably determined by ANZ to be the last date on which holders of Ordinary Shares can participate in the bid or scheme concerned or such other earlier date as ANZ may reasonably determine having regard to the timing for implementation of the bid or scheme concerned; or
 - (B) such later date as APRA may require; and
 - (iii) whether any Distribution will be paid on the Change of Control Conversion Date.
- (c) A Change of Control Conversion Notice is taken to be revoked and Conversion will not occur if, on the Change of Control Conversion Date:
- (i) the Second Mandatory Conversion Condition (calculated as if it referred to 20.21% of the Issue Date VWAP); or
 - (ii) the Third Mandatory Conversion Condition, would not be satisfied, calculated as if each reference to "Relevant Date" in those conditions were a reference to the "Change of Control Conversion Date".
- (d) If clause 4.10(c) applies, ANZ must:
- (i) notify Holders as soon as practicable that Conversion will not (or did not) occur (a **Deferred Change of Control Conversion Notice**); and
 - (ii) subject to this clause 4.10, give a new Change of Control Conversion Notice on or before the 25th Business Day prior to the immediately succeeding Distribution Payment Date (under clause 3.5(a)) which is at least 25 Business Days after the date on which the Deferred Change of Control Conversion Notice was given.
- (e) If a new Change of Control Conversion Notice is revoked, clause 4.10(d) shall be reapplied in respect of each subsequent Distribution Payment Date (under clause 3.5(a)) until a Conversion occurs.
- (f) Nothing in clause 4.10 limits the operation of clause 4.8.

5 OPTIONAL EXCHANGE BY ANZ

5.1 OPTIONAL EXCHANGE BY ANZ

ANZ may by notice to Holders (an **Exchange Notice**) elect to Exchange:

- (a) all or some Notes on an Exchange Date following the occurrence of a Tax Event or a Regulatory Event; or
- (b) all or some Notes on the Optional Exchange Date.

An Exchange Notice once given is irrevocable.

5.2 CONTENTS OF EXCHANGE NOTICE

An Exchange Notice must specify:

- (a) the details of any Tax Event or Regulatory Event to which the Exchange Notice relates;
- (b) the date on which Exchange is to occur (the **Exchange Date**), which:
 - (i) in the case of a Tax Event or a Regulatory Event, will be the last Business Day of the month following the month in which the Exchange Notice was given by ANZ unless ANZ determines an earlier Exchange Date having regard to the best interests of Holders as a whole and the relevant event; or
 - (ii) in the case of an Optional Exchange Date, the Optional Exchange Date which must fall no earlier than 25 Business Days after the date on which the Exchange Notice is given;
- (c) the Exchange Method, which may not be Redemption unless either:
 - (i) Notes the subject of the Exchange are replaced concurrently or beforehand with Tier 1 Capital of the same or better quality and the replacement of the Notes is done under conditions that are sustainable for ANZ's income capacity; or

(ii) APRA is satisfied that ANZ's capital position is well above its minimum capital requirements after ANZ elects to Redeem the Notes;

(d) if less than all Outstanding Notes are subject to Exchange, which Notes are subject to Exchange; and

(e) whether any Distribution will be paid on the Exchange Date.

5.3 EXCHANGE METHOD

If ANZ elects to Exchange Notes in accordance with this clause 5, it must, subject to APRA's prior written approval and clause 5.2(c) and clause 5.4, elect which of the following (or which combination of the following) it intends to do in respect of Notes (**the Exchange Method**):

(a) Convert Notes into Ordinary Shares in accordance with clause 6;

(b) Redeem Notes in accordance with clause 7; or

(c) Resell Notes in accordance with clause 8.

If ANZ issues an Exchange Notice to Exchange only some Notes, ANZ must endeavour to treat Holders on an approximately proportionate basis, but may discriminate to take account of the effect on holdings which would be Non-marketable Parcels and other considerations.

5.4 RESTRICTIONS ON ELECTION BY ANZ OF CONVERSION AS EXCHANGE METHOD

ANZ may not elect Conversion as the Exchange Method in respect of an Exchange under this clause 5 if:

(a) on the second Business Day before the date on which an Exchange Notice is to be sent by ANZ (or, if trading in Ordinary Shares did not occur on that date, the last Business Day prior to that date on which trading in Ordinary Shares occurred) (the **Non-Conversion Test Date**) the VWAP on that date is less than or equal to 22.50% of the Issue Date VWAP (the **First Optional Conversion Restriction**); or

(b) a Delisting Event applies in respect of the Non-Conversion Test Date (the **Second Optional Conversion Restriction** and, together with the First Optional Conversion Restriction, the **Optional Conversion Restrictions**).

5.5 CONDITIONS TO CONVERSION OCCURRING ONCE ELECTED BY ANZ

If ANZ has given an Exchange Notice in which it has elected Conversion as the Exchange Method but, if the Exchange Date were a Relevant Date for the purposes of clause 4, either the Second Mandatory Conversion Condition (as if it referred to 20.21% of the Issue Date VWAP) or the Third Mandatory Conversion Condition would not be satisfied in respect of that date, then, notwithstanding any other provision of these Note Terms:

(a) the Exchange Date will be deferred until the first Distribution Payment Date (under clause 3.5(a)) on which the Mandatory Conversion Conditions would be satisfied if that Distribution Payment Date were a Relevant Date for the purposes of clause 4 (the **Deferred Conversion Date**);

(b) ANZ must Convert the Notes on the Deferred Conversion Date (unless the Notes are earlier Exchanged in accordance with these Note Terms); and

(c) until the Deferred Conversion Date, all rights attaching to the Notes will continue as if the Exchange Notice had not been given.

ANZ will notify Holders on or as soon as practicable after an Exchange Date in respect of which this clause 5.5 applies that Conversion did not occur on that Exchange Date (a **Deferred Conversion Notice**).

6 CONVERSION MECHANICS

6.1 CONVERSION

If ANZ elects to Convert Notes or must Convert Notes in accordance with these Note Terms, then, subject to this clause 6 and clause 11, the following provisions apply:

(a) ANZ will allot and issue on the Mandatory Conversion Date, the Trigger Event Conversion Date, the Exchange Date or the Change of Control Conversion Date (as the case may be) a number of Ordinary Shares in respect of each Note held by the Holder equal to the Conversion Number, where the Conversion Number (but subject to the Conversion Number being no more than the Maximum Conversion Number) is a number calculated according to the following formula:

$$\text{Conversion Number} = \frac{\text{Face Value}}{(99\% \times \text{VWAP})}$$

where:

VWAP (expressed in dollars and cents) means the VWAP during the VWAP Period

and where the **Maximum Conversion Number** means a number calculated according to the following formula:

$$\text{Maximum Conversion Number} = \frac{\text{Face Value}}{\text{Issue Date VWAP} \times \text{Relevant Number}}$$

Where **Relevant Number** means:

if Conversion is occurring on a Mandatory Conversion Date, 0.5; and

if Conversion is occurring at any other time, 0.2;

- (b) each Holder's rights (including to payment of Distributions other than the Distribution, if any, payable on a date when Conversion is required that is not a Trigger Event Conversion Date) in relation to each Note that is being Converted will be immediately and irrevocably terminated for an amount equal to the Face Value of that Note and ANZ will apply that Face Value by way of payment for subscription for the Ordinary Shares to be allotted and issued under clause 6.1(a). Each Holder is taken to have irrevocably directed that any amount payable under this clause 6.1 is to be applied as provided for in this clause 6.1 and no Holder has any right to payment in any other way;
- (c) if the total number of additional Ordinary Shares to be allotted to a Holder in respect of their aggregate holding of Notes upon Conversion includes a fraction of an Ordinary Share, that fraction of an Ordinary Share will be disregarded; and
- (d) the rights attaching to Ordinary Shares issued as a result of Conversion do not take effect until 5.00pm (Melbourne time) on the Mandatory Conversion Date, the Trigger Event Conversion Date (unless another time is required for Conversion on that date), the Exchange Date or the Change of Control Conversion Date (as the case may be). At that time all other rights conferred or restrictions imposed on that Note under these Note Terms will no longer have effect (except for rights relating to a Distribution which is payable but has not been paid on or before a date when Conversion is required that is not a Trigger Event Conversion Date which will continue).

6.2 ADJUSTMENTS TO VWAP

For the purposes of calculating VWAP in these Note Terms:

- (a) where, on some or all of the Business Days in the relevant VWAP Period, Ordinary Shares have been quoted on ASX as cum dividend or cum any other distribution or entitlement and Notes will Convert into Ordinary Shares after the date those Ordinary Shares no longer carry that dividend or any other distribution or entitlement, then the VWAP on the Business Days on which those Ordinary Shares have been quoted cum dividend or cum any other distribution or entitlement shall be reduced by an amount (**Cum Value**) equal to:
 - (i) (in case of a dividend or other distribution), the amount of that dividend or other distribution including, if the dividend or other distribution is franked, the amount that would be included in the assessable income of a recipient of the dividend or other distribution who is both a resident of Australia and a natural person under the Tax Act;
 - (ii) (in the case of any other entitlement that is not a dividend or other distribution under clause 6.2(a)(i) which is traded on ASX on any of those Business Days), the volume weighted average sale price of all such entitlements sold on ASX during the VWAP Period on the Business Days on which those entitlements were traded; or
 - (iii) (in the case of any other entitlement which is not traded on ASX during the VWAP Period), the value of the entitlement as reasonably determined by the Directors; and
- (b) where, on some or all of the Business Days in the VWAP Period, Ordinary Shares have been quoted on ASX as ex dividend or ex any other distribution or entitlement, and Notes will Convert into Ordinary Shares which would be entitled to receive the relevant dividend or other distribution or entitlement, the VWAP on the Business Days on which those Ordinary Shares have been quoted ex dividend or ex any other distribution or entitlement shall be increased by the Cum Value.

6.3 ADJUSTMENTS TO VWAP FOR DIVISIONS AND SIMILAR TRANSACTIONS

(a) Where during the relevant VWAP Period there is a change in the number of the Ordinary Shares on issue as a result of a division, consolidation or reclassification of ANZ's share capital (not involving any cash payment or other distribution (or compensation) to or by Ordinary Shareholders) (a **Reorganisation**), in calculating the VWAP for that VWAP Period the daily VWAP applicable on each day in the relevant VWAP Period which falls before the date on which trading in Ordinary Shares is conducted on a post Reorganisation basis shall be adjusted by the following formula:

$$\frac{A}{B}$$

where:

A means the aggregate number of Ordinary Shares immediately before the Reorganisation; and

B means the aggregate number of Ordinary Shares immediately after the Reorganisation

(b) Any adjustment made by ANZ in accordance with clause 6.3(a) will be effective and binding on Holders under these Note Terms and these Note Terms will be construed accordingly. Any such adjustment must be promptly notified to all Holders.

6.4 ADJUSTMENTS TO ISSUE DATE VWAP

For the purposes of determining the Issue Date VWAP, adjustments to VWAP will be made in accordance with clause 6.2 and clause 6.3 during the VWAP Period for the Issue Date VWAP. On and from the Issue Date, adjustments to the Issue Date VWAP:

(a) may be made in accordance with clauses 6.5 to 6.7 (inclusive); and

(b) if so made, will correspondingly affect the application of the Mandatory Conversion Conditions, the Optional Conversion Restrictions, and cause an adjustment to the Maximum Conversion Number.

6.5 ADJUSTMENTS TO ISSUE DATE VWAP FOR BONUS ISSUES

(a) Subject to clause 6.5(b) below, if ANZ makes a pro rata bonus issue of Ordinary Shares to holders of Ordinary Shares generally, the Issue Date VWAP will be adjusted immediately in accordance with the following formula:

$$V = V_o \times \frac{RD}{RD + RN}$$

where:

V means the Issue Date VWAP applying immediately after the application of this formula;

V_o means the Issue Date VWAP applying immediately prior to the application of this formula;

RN means the number of Ordinary Shares issued pursuant to the bonus issue; and

RD means the number of Ordinary Shares on issue immediately prior to the allotment of new Ordinary Shares pursuant to the bonus issue.

(b) Clause 6.5(a) does not apply to Ordinary Shares issued as part of a bonus share plan, employee or executive share plan, executive option plan, share top up plan, share purchase plan or a dividend reinvestment plan.

(c) For the purpose of clause 6.5(a), an issue will be regarded as a pro rata issue notwithstanding that ANZ does not make offers to some or all holders of Ordinary Shares with registered addresses outside Australia, provided that in so doing ANZ is not in contravention of the ASX Listing Rules.

(d) No adjustments to the Issue Date VWAP will be made under this clause 6.5 for any offer of Ordinary Shares not covered by clause 6.5(a), including a rights issue or other essentially pro rata issue.

(e) The fact that no adjustment is made for an issue of Ordinary Shares except as covered by clause 6.5(a) shall not in any way restrict ANZ from issuing Ordinary Shares at any time on such terms as it sees fit nor require any consent or concurrence of any Holders.

6.6 ADJUSTMENT TO ISSUE DATE VWAP FOR DIVISIONS AND SIMILAR TRANSACTIONS

(a) If at any time after the Issue Date, a Reorganisation occurs, ANZ shall adjust the Issue Date VWAP by multiplying the Issue Date VWAP applicable on the Business Day immediately before the date of any such Reorganisation by the following formula:

$$\frac{A}{B}$$

where:

A means the aggregate number of Ordinary Shares immediately before the Reorganisation; and

B means the aggregate number of Ordinary Shares immediately after the Reorganisation.

(b) Any adjustment made by ANZ in accordance with clause 6.6(a) will be effective and binding on Holders under these Note Terms and these Note Terms will be construed accordingly.

(c) Any such adjustment must be promptly notified to all Holders.

(d) Each Holder acknowledges that ANZ may consolidate, divide or reclassify securities so that there is a lesser or greater number of Ordinary Shares at any time in its absolute discretion without any such action requiring any consent or concurrence of any Holders.

6.7 NO ADJUSTMENT TO ISSUE DATE VWAP IN CERTAIN CIRCUMSTANCES

Despite the provisions of clauses 6.5 and 6.6, no adjustment shall be made to the Issue Date VWAP where such adjustment (rounded if applicable) would be less than one percent of the Issue Date VWAP then in effect.

6.8 ANNOUNCEMENT OF ADJUSTMENT TO ISSUE DATE VWAP

ANZ will notify Holders (an **Adjustment Notice**) of any adjustment to the Issue Date VWAP under this clause 6 within 10 Business Days of ANZ determining the adjustment and the adjustment set out in the announcement will be final and binding.

6.9 ORDINARY SHARES

Each Ordinary Share issued upon Conversion ranks pari passu with all other fully paid Ordinary Shares.

6.10 FOREIGN HOLDERS

Where Notes held by a Foreign Holder are to be Converted, unless ANZ is satisfied that the laws of the Foreign Holder's country of residence permit the issue of Ordinary Shares to the Foreign Holder (but as to which ANZ is not bound to enquire), either unconditionally or after compliance with conditions which ANZ in its absolute discretion regards as acceptable and not unduly onerous, the Ordinary Shares which the Foreign Holder is obliged to accept will be issued to a nominee (which may not be ANZ or a Related Entity of ANZ) who will sell those Ordinary Shares and pay a cash amount equal to the Proceeds to the Foreign Holder.

6.11 LISTING ORDINARY SHARES ISSUED ON CONVERSION

ANZ shall use all reasonable endeavours to list the Ordinary Shares issued upon Conversion of the Notes on ASX.

6.12 WRITE OFF

Notwithstanding clause 9.2(a), if Conversion has not been effected within 5 Business Days after the relevant Trigger Event Conversion Date for any reason (including an Inability Event), each Note which, but for clause 4.9(c) and this clause 6.12, would be Converted, will be Written Off with effect on and from the Trigger Event Conversion Date.

In this clause 6.12, **Written Off** means that, in respect of a Note and a Trigger Event Conversion Date:

(a) the Note will not be Converted on that date and will not be Converted, Redeemed or Resold under these Note Terms on any subsequent date; and

(b) the relevant Holders' rights (including to payment of Distributions and Face Value) in relation to such Note are immediately and irrevocably terminated and written off.

7 REDEMPTION MECHANICS

7.1 REDEMPTION MECHANICS TO APPLY TO REDEMPTION

If, subject to APRA's prior written approval and compliance with the conditions in clause 5.2(c), ANZ elects to Redeem Notes in accordance with these Note Terms, the provisions of this clause 7 apply to that Redemption.

Holders should not expect that APRA's approval will be given for any Exchange of Notes under the Note Terms.

7.2 REDEMPTION

Notes will be Redeemed by payment on the Exchange Date of the Face Value to the Holder.

7.3 EFFECT OF REDEMPTION ON HOLDERS

On the Exchange Date the only right Holders will have in respect of Notes will be to obtain the Face Value payable in accordance with these Note Terms and upon payment of the Face Value, all other rights conferred, or restrictions imposed, by the Notes will no longer have effect.

8 RESALE ON EXCHANGE DATE

- (a) If, subject to APRA's prior written approval, ANZ elects to Resell Notes in accordance with these Note Terms, the provisions of this clause 8 apply to that Resale.
- (b) If ANZ issues an Exchange Notice specifying Resale as the Exchange Method:
 - (i) each Holder is taken irrevocably to offer to sell the relevant number of their Notes to the Purchaser on the Exchange Date for a cash amount per Note equal to the Face Value;
 - (ii) subject to payment by the Purchaser of the Face Value to Holders, all right, title and interest in the relevant number of Notes will be transferred from the Holders to the Purchaser on the Exchange Date; and
 - (iii) if the Purchaser does not pay the Face Value to the relevant Holders on the Exchange Date, the relevant number of Notes will not be transferred to the Purchaser, those Notes are not Resold on that date and a Holder has no claim on ANZ as a result of that non-payment.
- (c) Clause 13 will apply to payments by the Purchaser as if the Purchaser was ANZ. If any payment to a particular Holder is not made or treated as made on the Exchange Date because of any error by or on behalf of the Purchaser, the relevant Notes of that Holder will not be transferred until payment is made but the transfer of all other relevant Notes will not be affected by the failure.

9 GENERAL RIGHTS IN RESPECT OF NOTES

9.1 RANKING WITH RESPECT TO DISTRIBUTIONS

The Notes rank in respect of payment of Distributions:

- (a) senior to Ordinary Shares;
- (b) equally among themselves and with all Equal Ranking Instruments; and
- (c) junior to any securities or instruments that rank senior to the Notes and to all ANZ's debts and liabilities to its depositors and all other creditors, both unsubordinated and subordinated, other than indebtedness that by its terms ranks equally with or junior to the Notes,

in each case of (b) and (c), in respect of payment of dividends or like distributions.

9.2 RANKING IN A WINDING-UP

- (a) If an order is made by a court of competent jurisdiction in Australia (other than an order successfully appealed or permanently stayed within 30 days), or an effective resolution passed, for the winding up of ANZ in Australia, the Notes are redeemable for the Face Value in accordance with this clause 9.2.
- (b) In a winding-up of ANZ in Australia, a Note confers upon the Holder, subject to clauses 4.8 and 6.12, the right to payment in cash of the Face Value on a subordinated basis in accordance with clause 9.2(c), but no further or other claim on ANZ in the winding-up of ANZ in Australia.

(c) Holders will rank for payment of the Face Value in a winding-up of ANZ in Australia:

- (i) in priority to Ordinary Shares;
 - (ii) equally among themselves and with all Equal Ranking Instruments with respect to priority of payment in a winding-up; and
 - (iii) junior to the claims of all Senior Creditors with respect to priority of payment in a winding-up in that:
 - (A) all claims of Senior Creditors must be paid in full (including in respect of any entitlement to interest under section 563B of the Corporations Act) before the claims of the Holders are paid; and
 - (B) until the Senior Creditors have been paid in full, the Holders must not claim in the winding up of ANZ in competition with the Senior Creditors so as to diminish any distribution, dividend or payment which, but for that claim, the Senior Creditors would have been entitled to receive,
- so that the Holder receives, for each Note it holds, an amount equal to the amount it would have received if, in the winding up of ANZ, it had held an issued and fully paid Preference Share.

9.3 NO CHARGE

Nothing in clause 9.2 or clause 9.4 shall be taken to:

- (a) create a charge or security interest on or over any right of the Holder; or
- (b) require the consent of any Senior Creditor to any amendment of these Note Terms made in accordance with clause 14.

9.4 AGREEMENTS OF HOLDERS AS TO SUBORDINATION

Each Holder irrevocably agrees:

- (a) that clause 9.2 is a debt subordination for the purposes of section 563C of the Corporations Act;
- (b) that it does not have, and waives to the maximum extent permitted by law, any entitlement to interest under section 563B of the Corporations Act to the extent that a holder of a Preference Share would not be entitled to such interest;
- (c) not to exercise any voting or other rights as a creditor in the winding up of ANZ in any jurisdiction:
 - (i) until after all Senior Creditors have been paid in full; or
 - (ii) otherwise in a manner inconsistent with the subordination contemplated by clause 9.2;
- (d) that it must pay or deliver to the liquidator any amount or asset received on account of its claim in the winding up of ANZ in respect of a Note in excess of its entitlement under clause 9.2; and
- (e) that the debt subordination effected by clause 9.2 is not affected by any act or omission of ANZ or a Senior Creditor which might otherwise affect it at law or in equity.

9.5 CALCULATIONS AND ROUNDING OF PAYMENTS

Unless otherwise specified in these Note Terms:

- (a) all calculations of amounts payable in respect of a Note will be rounded to four decimal places; and
- (b) for the purposes of making payment to a Holder in respect of the Holder's aggregate holding of Notes, any fraction of a cent will be disregarded.

9.6 NO SET-OFF OR OFFSETTING RIGHTS

A Holder:

- (a) may not exercise any right of set-off against ANZ in respect of any claim by ANZ against that Holder; and
- (b) will have no offsetting rights or claims on ANZ if ANZ does not pay a Distribution when scheduled under the Note Terms.

ANZ may not exercise any right of set-off against a Holder in respect of any claim by that Holder against ANZ.

9.7 NO SECURITY

Notes are unsecured.

9.8 SHORTFALL ON WINDING-UP

If, upon a return of capital on a winding-up of ANZ, there are insufficient funds to pay in full the Face Value and the amounts payable in respect of any other instruments in ANZ ranking equally with Notes on a winding-up of ANZ, Holders and the holders of any such other instruments will share in any distribution of assets of ANZ in proportion to the amounts to which they are entitled respectively.

9.9 NO OTHER CLAIM

Notes do not confer on the Holders any claim on ANZ in a winding-up beyond payment of the Face Value.

9.10 POWER OF ATTORNEY

- (a) Each Holder appoints each of ANZ, its officers and any External Administrator of ANZ (each an Attorney) severally to be the attorney of the Holder with power in the name and on behalf of the Holder to sign all documents and transfers and do any other thing as may in the Attorney's opinion be necessary or desirable to be done in order for the Holder to observe or perform the Holder's obligations under these Note Terms including, but not limited to, effecting any transfers of Notes, making any entry in the Register or exercising any voting power in relation to any consent or approval required for Conversion, Redemption or Resale or in respect of an Approved NOHC Event or the transfer of Notes to an Approved NOHC as contemplated by clause 14.2.
- (b) The power of attorney given in this clause 9.10 is given for valuable consideration and to secure the performance by the Holder of the Holder's obligations under these Note Terms and is irrevocable.

9.11 HOLDER ACKNOWLEDGMENTS

Each Holder irrevocably:

- (a) upon Conversion of a Note in accordance with clause 6, consents to becoming a member of ANZ and agrees to be bound by the Constitution, in each case in respect of the Ordinary Shares issued on Conversion (or, where an Approved NOHC Substitution Notice has been given, consents to becoming a member of that Approved NOHC and agrees to be bound by its constitution);
- (b) acknowledges and agrees that an Approved NOHC may be substituted for ANZ as provider of ordinary shares on Conversion and that if such a substitution is effected on the terms provided by the amendment in accordance with clause 14.2, the Holder is obliged to accept ordinary shares in that Approved NOHC on a Conversion, and will not receive Ordinary Shares;
- (c) acknowledges and agrees that any amendment made in accordance with clause 14.2 to effect the substitution of an Approved NOHC as the issuer of ordinary shares on Conversion does not require the consent of Holders;
- (d) acknowledges and agrees that it is obliged to accept ordinary shares upon a Conversion notwithstanding anything that might otherwise affect a Conversion of Notes including:
 - (i) any change in the financial position of ANZ or any Approved NOHC since the Issue Date;
 - (ii) any disruption to the market or potential market for the ordinary shares or to capital markets generally; or
 - (iii) any breach by ANZ or any Approved NOHC of any obligation in connection with Notes;
- (e) acknowledges and agrees that:
 - (i) where clause 4.8 applies, there are no other conditions to Conversion occurring as and when provided in clauses 4.5 to 4.9 (inclusive);
 - (ii) the only conditions to a Mandatory Conversion are the Mandatory Conversion Conditions;
 - (iii) the only conditions to a Conversion pursuant to clause 4.10 or on account of an Exchange under clause 5 are the conditions expressly applicable to such Conversion as provided in clauses 4.10 and 5 of these Note Terms and no other conditions or events will affect Conversion; and
 - (iv) the Holder should not expect that APRA's approval will be given for any Exchange of Notes under the Note Terms;

- (f) agrees to provide to ANZ any information necessary to give effect to a Conversion and, if applicable, to surrender any certificate relating to the Notes on the occurrence of the Conversion;
- (g) acknowledges and agrees that a Holder has no right to request an Exchange;
- (h) acknowledges it has no remedies on account of a failure by ANZ to issue Ordinary Shares in accordance with clause 6 other than (and subject always to clause 4.9) to seek specific performance of the obligation to issue the Ordinary Shares; and
- (i) acknowledges and agrees to any change of branch provided in clause 11.3.

9.12 NO OTHER RIGHTS

- (a) Notes do not confer any claim on ANZ except as set out in these Note Terms.
- (b) Notes do not confer on Holders any right to subscribe for new securities in ANZ or to participate in any bonus issues of securities of ANZ.
- (c) Nothing in these Note Terms prevents ANZ from issuing securities of any kind or, except as provided in clause 3.8, redeeming, buying back, returning capital on or converting any securities, other than the Notes.

9.13 CHESS

The Notes will be entered in and dealt with in CHESS. While the Notes remain in CHESS:

- (a) the rights and obligations of a person holding Notes; and
 - (b) all dealings (including transfers and payments) in relation to the Notes within CHESS,
- will be subject to and governed by the ASX Settlement Operating Rules (but without affecting any provisions in these Note Terms which affect the eligibility of the Notes as Additional Tier 1 Capital).

No certificates will be issued to Holders unless ANZ determines that certificates should be available or are required by law.

9.14 INDEPENDENT OBLIGATIONS

Each entry in the Register constitutes a separate and individual acknowledgement to the relevant Holder of the indebtedness of ANZ to the relevant Holder. The Holder to whom those obligations are owed is entitled to enforce them without having to join any other Holder or any predecessor in title of a Holder.

10 VOTING AND OTHER RIGHTS

10.1 MEETINGS

Meetings of Holders may be held in accordance with the Meeting Provisions. A meeting may consider any matter affecting the interests of Holders, including any amendment to these Note Terms proposed by ANZ in accordance with clause 14.

10.2 NO VOTING

Notes do not confer on Holders a right to vote at any meeting of members of ANZ.

10.3 NO RIGHT TO APPLY FOR THE WINDING-UP OF ANZ

Each Holder acknowledges and agrees that a Holder has no right to apply for ANZ to be wound up, or placed in administration, or to cause a receiver, or a receiver and manager, to be appointed in respect of ANZ in any jurisdiction merely on the grounds that ANZ does not pay a Distribution when scheduled in respect of Notes.

10.4 NO EVENTS OF DEFAULT

Each Holder acknowledges and agrees that these Note Terms contain no events of default. Accordingly (but without limitation) failure to pay in full, for any reason, a Distribution on the scheduled Distribution Payment Date will not constitute an event of default.

11 APPROVED NOHC EVENTS AND SUBSTITUTION

11.1 ANZ MAY GIVE APPROVED NOHC SUBSTITUTION NOTICE

If:

- (a) an Approved NOHC Event is proposed to occur; and
- (b) the Approved NOHC agrees for the benefit of Holders:
 - (i) to deliver Approved NOHC Ordinary Shares under all circumstances when ANZ would have otherwise been obliged to deliver Ordinary Shares on a Conversion, subject to the same terms and conditions as set out in these Note Terms as amended by this clause 11; and
 - (ii) to use all reasonable endeavours and furnish all such documents, information and undertakings as may be reasonably necessary in order to procure quotation of all Approved NOHC Ordinary Shares issued under these Note Terms (with all necessary modifications) on the securities exchanges on which the other Approved NOHC Ordinary Shares are quoted at the time of a Conversion,

ANZ may give a notice (an **Approved NOHC Substitution Notice**) to Holders (which, if given, must be given as soon as practicable before the Approved NOHC Event and in any event no later than 10 Business Days before the Approved NOHC Event occurs) specifying the amendments to these Note Terms which will be made in accordance with clause 14.2 to effect the substitution of an Approved NOHC as the issuer of ordinary shares on Conversion (the **Approved NOHC Substitution Terms**).

An Approved NOHC Substitution Notice, once given, is irrevocable.

11.2 CONSEQUENCES OF APPROVED NOHC SUBSTITUTION NOTICE

If ANZ gives an Approved NOHC Substitution Notice to Holders in accordance with clause 11.1, the Approved NOHC Substitution Terms will have effect on and from the date specified in the Approved NOHC Substitution Notice.

11.3 BRANCH CHANGE NOTICE

- (a) Subject to receiving APRA's prior written approval, ANZ may, by notice to Holders (a **Branch Change Notice**), change the branch through which it acts in respect of the Notes from the New Zealand branch to another branch of ANZ in any jurisdiction, including in Australia with effect from the date specified in the notice.
- (b) ANZ will not change the branch through which it acts in respect of the Notes to a branch in a jurisdiction where it would be illegal by the laws of that jurisdiction to have the Notes on issue or to perform its obligations in respect of the Notes.

11.4 NO OBLIGATION TO SUBSTITUTE

A Holder has no right to require ANZ to give an Approved NOHC Substitution Notice or a Branch Change Notice.

12 NOTICES

12.1 NOTICES TO HOLDERS

All notices, certificates, consents, approvals, waivers and other communications in connection with a Note to the Holders must be in writing and may be:

- (a) sent by prepaid post (airmail if appropriate) or left at the address of the relevant Holder (as shown in the Register at the close of business on the day which is 3 Business Days before the date of the relevant notice or communication);
- (b) given by an advertisement published in the Australian Financial Review or The Australian; or
- (c) in the case of a Non-Conversion Notice, a Deferred Conversion Notice, a Deferred Change of Control Conversion Notice, an Exchange Notice, a Change of Control Conversion Notice, a Trigger Event Notice, an Adjustment Notice, an Approved NOHC Substitution Notice and an ANZ Details Notice, given to Holders by ANZ publishing the notice on its website and announcing the publication of the notice to ASX.

12.2 NON-RECEIPT OF NOTICES BY HOLDERS

The non-receipt of a notice by a Holder or an accidental omission to give notice to a Holder will not invalidate the giving of that notice either in respect of that Holder or generally.

12.3 NOTICES TO ANZ

All notices or other communications by a Holder to ANZ in respect of these Note Terms must be:

- (a) in legible writing or typing and in English;
- (b) addressed as shown below:

Attention: Company Secretary
Australia and New Zealand
Banking Group Limited

Address: ANZ Centre Melbourne
Level 9
833 Collins Street
Docklands 3008
Victoria
Australia

Fax No: +61 3 8542 5252

or to such other address or fax number as ANZ notifies to Holders as its address or fax number (as the case may be) for notices or other communications in respect of these Note Terms from time to time (an **ANZ Details Notice**);

- (c) signed by the person making the communication or by a person duly authorised by that person; and
- (d) delivered or posted by prepaid post to the address, or sent by fax to the fax number, in accordance with clause 12.3(b).

12.4 RECEIPT

A notice or other communication will be taken to be received:

- (a) if sent by fax, when actually received in its entirety in legible form, unless that day is not a Business Day, or is after 5.00pm (Melbourne time) on a Business Day, in which case that communication will be regarded as received at 9.00am (Melbourne time) on the next Business Day;
- (b) if sent by post, on the third Business Day after posting if posted to an address in Australia and on the seventh Business Day after posting if posted to an address outside of Australia;
- (c) if published by an announcement on ASX, when the announcement is made on ASX; and
- (d) if published in a newspaper, on the first date that publication has been made in the chosen newspaper.

13 PAYMENTS

13.1 PAYMENTS TO HOLDERS ON THE RECORD DATE

Interest amounts are only payable on a Distribution Payment Date to those persons registered as Holders on the Record Date for that Distribution payment.

13.2 MANNER OF PAYMENT TO HOLDERS

Payments will be made by ANZ in its absolute discretion by:

- (a) crediting on the relevant payment date the amount due to an Australian dollar bank account maintained in Australia with a financial institution (excluding credit card accounts), notified by the Holder to the Registry by close of business on the Record Date in respect of that payment; or
- (b) at ANZ's option if no such account is notified, by sending a cheque through the post at the Holder's risk directed to:
 - (i) the address of the Holder (or in the case of a jointly held Note, the address of the joint Holder named first in the Register); or
 - (ii) to any other address the Holder (or in the case of a jointly held Note, all the joint Holders) directs in writing.

A cheque sent through the post on or before the date for payment is taken to have been received on the payment date.

13.3 UNCOMPLETED PAYMENTS

If:

- (a) a Holder has not notified the Registry of an Australian dollar bank account maintained with a financial institution (excluding credit card accounts) to which payments in respect of the Notes may be credited; or
 - (b) the transfer of any amount for payment to the credit of the nominated account does not complete for any reason,
- the amount of the uncompleted payment will be held in a special purpose account maintained by ANZ or the Registry until:
- (i) the Holder nominates a suitable Australian dollar account maintained in Australia with a financial institution to which the payment may be credited or ANZ elects to pay the amount by cheque;
 - (ii) ANZ determines as permitted by clause 13.4 to refuse any claim in respect of that amount in which case ANZ may treat that amount as its own; or
 - (iii) ANZ is entitled or obliged to deal with the amount in accordance with the law relating to unclaimed moneys.

A Holder is not entitled to any interest in respect of the account in which uncompleted payments are held or in respect of any delay in payment.

13.4 TIME LIMIT ON CLAIMS

ANZ is entitled to refuse any claim against it for a payment under a Note where the claim is made more than 10 years (in the case of Face Value) or 5 years (in the case of Distributions and other amounts) from the date on which payment first became due.

13.5 DETERMINATION AND CALCULATION FINAL

Except where there is fraud or a manifest error, any determination or calculation which ANZ makes in accordance with these Note Terms is final and binds ANZ, the Registry and each Holder.

13.6 PAYMENT TO JOINT HOLDERS

A payment to any one of joint Holders will discharge ANZ's liability in respect of that payment.

13.7 PAYMENT ON BUSINESS DAYS

If a payment is to be made to an account on a Business Day on which banks are not open for business in the place the account is located, payment will be made on the next day on which banks are open for business in that place, and no additional interest is payable in respect of that delay in payment. Nothing in this clause applies to any payment referred to in clause 6.1(b).

13.8 NO INTEREST ACCRUES

No interest accrues on any unpaid amount in respect of any Note.

13.9 PAYMENTS SUBJECT TO LAW

All payments are subject to applicable law.

13.10 FATCA

ANZ may withhold or make deductions from payments or from the issue of Ordinary Shares to a Holder where it is required to do so under or in connection with FATCA, or where it has reasonable grounds to suspect that the Holder or a beneficial owner of Notes may be subject to FATCA, and may deal with such payment, and any Ordinary Shares in accordance with FATCA. If any withholding or deduction arises under or in connection with FATCA, ANZ will not be required to pay any further amounts or issue any further Ordinary Shares on account of such withholding or deduction or otherwise reimburse or compensate, or make any payment to, a Holder or a beneficial owner of Notes for or in respect of any such withholding or deduction. A dealing with such payment and any Ordinary Shares in accordance with FATCA satisfies ANZ's obligations to that Holder to the extent of the amount of that payment or issue of Ordinary Shares.

14 AMENDMENT OF THESE NOTE TERMS

14.1 AMENDMENT WITHOUT CONSENT

Subject to complying with all applicable laws and clause 14.4, ANZ may amend these Note Terms without the authority, assent or approval of Holders where the amendment is in the reasonable opinion of ANZ:

- (a) is made to correct a manifest error;
- (b) is of a formal, minor or technical nature;

- (c) is necessary to comply with any law, the provisions of any statute or the requirements of any statutory authority;
- (d) is made in accordance with ANZ's adjustment rights in clause 6 or to reflect the substitution of a branch in accordance with clause 11.3;
- (e) is expedient for the purpose of enabling the Notes to be listed or to remain listed on a securities exchange (including, without limitation, in connection with any change in the principal securities exchange on which Ordinary Shares are listed) or lodged in a clearing system or to remain lodged in a clearing system or to be offered for sale or for subscription under the laws for the time being in force in any place;
- (f) amends any date or time period stated, required or permitted in connection with any Mandatory Conversion or Exchange in a manner necessary to facilitate the Mandatory Conversion or Exchange; or
- (g) in any other case, will not materially adversely affect the rights of Holders as a whole.

14.2 AMENDMENT WITHOUT CONSENT FOR SUBSTITUTION OF AN APPROVED NOHC

Subject to complying with all applicable laws and clause 14.4, if the circumstances described in clauses 11.1(a) and 11.1(b) apply, without the authority, assent or approval of Holders, ANZ may give an Approved NOHC Substitution Notice which:

- (a) amends the definition of "Conversion" in clause 6 such that, unless APRA otherwise agrees, on the date Notes are to be Converted:
 - (i) each Note that is being Converted will be automatically transferred by each Holder free from Encumbrance to the Approved NOHC on the date the Conversion is to occur;
 - (ii) each Holder will be issued a number of Approved NOHC Ordinary Shares equal to the Conversion Number; and
 - (iii) as between ANZ and the Approved NOHC each Note held by the Approved NOHC as a result of the transfer will be automatically Converted into Ordinary Shares in a number such that the total number of Ordinary Shares held by the Approved NOHC increases by the number which equals the number of Approved NOHC Ordinary Shares issued by the Approved NOHC to Holders on Conversion; and
- (b) makes such other amendments as in ANZ's reasonable opinion are necessary and appropriate to effect the substitution of an Approved NOHC as the provider of the ordinary shares on Conversion in the manner contemplated by these Note Terms, including without limitation:
 - (i) amendments and additions to the definition of "ANZ Group", "Franking Rate", "Ordinary Shares", "Regulatory Event" and "Tax Event";
 - (ii) amendments to the mechanics for adjusting the Conversion Number; and
 - (iii) any term defining the rights of Holders if the Conversion is not effected which is appropriate for the Notes to remain as Tier 1 Capital.

14.3 AMENDMENT WITH CONSENT

Without limiting clause 14.1 or clause 14.2, but subject to clause 14.4, ANZ may amend these Note Terms if the amendment has been approved by a Special Resolution.

14.4 APRA APPROVAL

No amendment to these Note Terms is permitted without APRA's prior written approval if such amendment would impact, or potentially impact, the classification of Notes as Additional Tier 1 Capital on a Level 1, Level 2 or (if applicable) Level 3 basis.

14.5 MEANINGS

In this clause 14, amend includes modify, cancel, alter or add to, and amendment has a corresponding meaning.

15 QUOTATION ON ASX

ANZ must use all reasonable endeavours and furnish all such documents, information and undertakings as may be reasonably necessary in order to procure, at its own expense, quotation of the Notes on ASX.

16 GOVERNING LAW AND JURISDICTION

16.1 GOVERNING LAW

The Notes and these Note Terms are governed by and shall be construed in accordance with the laws of the State of Victoria, Australia.

16.2 JURISDICTION

ANZ has irrevocably agreed for the benefit of the Holders that the courts of Victoria, Australia are to have non-exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Notes and accordingly has submitted to the non-exclusive jurisdiction of the courts of Victoria, Australia. ANZ waives any objection to the courts of Victoria, Australia on the grounds that they are an inconvenient or inappropriate forum.

16.3 SERVICE OF PROCESS

ANZ agrees that process in connection with any proceedings in Victoria, Australia may be served at the principal office of ANZ, which, as at the Issue Date is located at ANZ Centre Melbourne, Level 9, 833 Collins Street, Docklands 3008 Victoria, Australia. Nothing in these Note Terms affects the right to serve process in any other manner permitted by law.

17 INTERPRETATION AND DEFINITIONS

17.1 INTERPRETATION

- (a) Unless otherwise specified, a reference to a clause is a reference to a clause of these Note Terms.
- (b) If a calculation is required under these Note Terms, unless the contrary intention is expressed, the calculation will be rounded to four decimal places.
- (c) Any provisions which refer to the requirements of APRA or any other prudential regulatory requirements will apply to ANZ only if ANZ is an entity, or the holding company of an entity, or is a direct or indirect Subsidiary of a NOHC, subject to regulation and supervision by APRA at the relevant time.
- (d) Any provisions which require APRA's consent or approval will apply only if APRA requires that such consent or approval be given at the relevant time.
- (e) Any provisions in these Note Terms requiring the prior approval of APRA for a particular course of action to be taken by ANZ do not imply that APRA has given its consent or approval to the particular action as of the Issue Date.
- (f) A reference to any term defined by APRA (including, without limitation, "Common Equity Tier 1 Capital", "Level 1", "Level 2", "Level 3", "Additional Tier 1 Capital", "Tier 1 Capital" and "Tier 1 Capital Ratio") shall, if that term is replaced or superseded in any of APRA's applicable prudential regulatory requirements or standards, be taken to be a reference to the replacement or equivalent term.
- (g) The terms takeover bid, relevant interest, scheme of arrangement and buy-back when used in these Note Terms have the meaning given in the Corporations Act.
- (h) Headings and boldings are for convenience only and do not affect the interpretation of these Note Terms.
- (i) The singular includes the plural and vice versa.
- (j) A reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
- (k) Other than in relation to a Trigger Event and a Conversion on a Trigger Event Conversion Date, if an event under these Note Terms must occur on a stipulated day which is not a Business Day, then the stipulated day will be taken to be the next Business Day.
- (l) A reference to dollars, A\$, \$ or cents is a reference to the lawful currency of Australia.
- (m) A reference to a term defined by the ASX Listing Rules, the ASX Settlement Operating Rules or the ASX Operating Rules shall, if that term is replaced in those rules, be taken to be a reference to the replacement term.

- (n) If the principal securities exchange on which Ordinary Shares are listed becomes other than ASX, unless the context otherwise requires a reference to ASX shall be read as a reference to that principal securities exchange and a reference to the ASX Listing Rules, the ASX Settlement Operating Rules, the ASX Operating Rules or any term defined in any such rules, shall be read as a reference to the corresponding rules of that exchange or corresponding defined terms in such rules (as the case may be).
- (o) Calculations, elections and determinations made by ANZ under these Note Terms are binding on Holders in the absence of manifest error.
- (p) So long as the Notes are quoted on ASX and in CHESS, the Note Terms are to be interpreted in a manner consistent with the ASX Listing Rules and ASX Settlement Operating Rules except to the extent that an interpretation consistent with those rules would affect the eligibility of the Notes as Additional Tier 1 Capital.
- (q) A reference to Australia includes any political subdivision of, or authority in, the Commonwealth of Australia.

17.2 DEFINITIONS

Additional Tier 1 Capital means the additional tier 1 capital of the ANZ Level 1 Group or the ANZ Level 2 Group (or, if applicable, the ANZ Group on a Level 3 basis) as defined by APRA from time to time.

Adjustment Notice has the meaning given in clause 6.8.

ANZ means Australia and New Zealand Banking Group Limited (ABN 11 005 357 522), including foreign branches of Australia and New Zealand Banking Group Limited.

ANZ Capital Notes 3 has the meaning given in clause 1.1.

ANZ Capital Notes 3 Deed Poll means the amended and restated deed poll relating to the Notes made by ANZ on or about 4 February 2015.

ANZ Details Notice has the meaning given in clause 12.3.

ANZ Group means ANZ and its Controlled Entities.

ANZ Level 1 Group means ANZ and those of its controlled entities included by APRA from time to time in the calculation of ANZ's capital ratios on a Level 1 basis.

ANZ Level 2 Group means ANZ together with each Related Entity included by APRA from time to time in the calculation of ANZ's capital ratios on a Level 2 basis.

ANZ Shares means Ordinary Shares or any other shares in the capital of ANZ.

Approved Issuer Levy means, in relation to a Distribution, the levy payable in accordance with section 86J of the Stamp and Duties Act 1971 (NZ) or any similar levy under New Zealand law.

Approved NOHC means a NOHC arising as a result of an Approved NOHC Event.

Approved NOHC Event means a NOHC Event in respect of which the proviso to the definition of "Change of Control Event" is satisfied.

Approved NOHC Ordinary Share means a fully paid ordinary share in the capital of the Approved NOHC.

Approved NOHC Substitution Notice has the meaning given in clause 11.1.

Approved NOHC Substitution Terms has the meaning given in clause 11.1.

APRA means the Australian Prudential Regulation Authority (ABN 79 635 582 658) or any successor body responsible for prudential regulation of ANZ, the ANZ Group or any NOHC.

ASX means ASX Limited (ABN 98 008 624 691) or the securities market operated by it, as the context requires, or any successor.

ASX Listing Rules means the listing rules of ASX as amended, varied or waived (whether in respect of ANZ or generally) from time to time.

ASX Operating Rules means the market operating rules of ASX as amended, varied or waived (whether in respect of ANZ or generally) from time to time.

ASX Settlement Operating Rules means the settlement operating rules of ASX from time to time with any applicable modifications or waivers granted by ASX.

Attorney has the meaning given in clause 9.10.

Bank Bill Rate has the meaning given in clause 3.1.

Banking Act means the Banking Act 1959 (Cth).

Bookbuild means the process conducted prior to the opening of the Offer whereby certain investors lodged bids for Notes and, on the basis of those bids, ANZ and the joint lead managers to the Offer determined the Margin.

Branch Change Notice has the meaning given in clause 11.3.

Business Day means:

- (a) a day which is a business day within the meaning of the ASX Listing Rules; and
- (b) for the purposes of determining an Exchange Date (except where the Exchange is by way of Conversion on account of a Trigger Event), the calculation or payment of a Distribution or of any other sum, a day on which banks are open for general business in Melbourne, Victoria.

Buy-Back means a transaction involving the acquisition by ANZ of its Ordinary Shares pursuant to an offer made in its discretion in accordance with the provisions of Chapter 2J of the Corporations Act.

Capital Notes 1 means the convertible notes issued by ANZ in 2013 under a prospectus dated 10 July 2013 (which replaced a prospectus dated 2 July 2013).

Capital Notes 2 means the convertible notes issued by ANZ in 2014 under a prospectus dated 19 February 2014 (which replaced a prospectus dated 11 February 2014).

Capital Reduction means a reduction in capital initiated by ANZ in its discretion in respect of its Ordinary Shares in any way permitted by the provisions of Chapter 2J of the Corporations Act.

Change of Control Conversion Date has the meaning given in clause 4.10(b).

Change of Control Conversion Notice has the meaning given in clause 4.10(a).

Change of Control Event means:

- (a) a takeover bid (as defined in the Corporations Act) is made to acquire all or some of the Ordinary Shares and such offer is, or becomes, unconditional and:
 - (i) the bidder has at any time during the offer period, a relevant interest in more than 50% of the Ordinary Shares on issue; or
 - (ii) the Directors, acting as a board, issue a statement that at least a majority of the Directors who are eligible to do so have recommended acceptance of such offer (in the absence of a higher offer),
 and all regulatory approvals necessary for the acquisition to occur have been obtained; or
- (b) a court orders the holding of meetings to approve a scheme of arrangement under Part 5.1 of the Corporations Act, which scheme would result in a person having a relevant interest in more than 50% of the Ordinary Shares that will be on issue after the scheme is implemented and:
 - (i) all classes of members of ANZ pass all resolutions required to approve the scheme by the majorities required under the Corporations Act to approve the scheme;
 - (ii) an independent expert issues a report that the proposals in connection with the scheme are in the best interests of the holders of Ordinary Shares; and
 - (iii) all conditions to the implementation of the scheme, including any necessary regulatory or shareholder approvals (but not including approval of the scheme by the court) have been satisfied or waived.

Notwithstanding the foregoing, none of the events described above will constitute a Change of Control Event if the event would be a NOHC Event and:

- (i) the acquirer (or its ultimate holding company) assumes all of ANZ's obligations to Convert the Notes into Ordinary Shares by undertaking to convert such Notes into ordinary shares of the acquirer (or its ultimate holding company) on any Mandatory Conversion Date, or earlier upon the occurrence of a Change of Control Event, or a Trigger Event in respect of the acquirer (or its ultimate holding company) (for which purposes all references in this clause to ANZ will be read as a reference to the acquirer (or its ultimate holding company)); and
- (ii) the ordinary shares of the acquirer (or its ultimate holding company) are listed on ASX.

CHES means the Clearing House Electronic Subregister System operated by ASX Settlement Pty Limited (ABN 49 008 504 532).

Common Equity Capital Ratio means either of:

- (a) in respect of the ANZ Level 1 Group, the ratio of Common Equity Tier 1 Capital to risk weighted assets of the ANZ Level 1 Group; and
- (b) in respect of the ANZ Level 2 Group, the ratio of Common Equity Tier 1 Capital to risk weighted assets of the ANZ Level 2 Group,

in each case, as prescribed by APRA from time to time.

Common Equity Capital Trigger Event has the meaning given in clause 4.5.

Common Equity Tier 1 Capital has the meaning given by APRA from time to time.

Constitution means the constitution of ANZ as amended from time to time.

Control has the meaning given in the Corporations Act.

Controlled Entity means, in respect of ANZ, an entity ANZ Controls.

Conversion means, in relation to a Note, the allotment and issue of Ordinary Shares and the termination of the Holder's rights in relation to that Note, in each case in accordance with clause 6 and **Convert** and **Converted** have corresponding meanings.

Conversion Number has the meaning given in clause 6.1.

Corporations Act means the Corporations Act 2001 (Cth).

CPS3 means the convertible preference shares issued by ANZ in 2011 under a prospectus dated 31 August 2011 (which replaced a prospectus dated 23 August 2011).

Cum Value has the meaning given in clause 6.2.

Deferred Change of Control Conversion Notice has the meaning given in clause 4.10(d).

Deferred Conversion Date has the meaning given in clause 5.5.

Deferred Conversion Notice has the meaning given in clause 5.5.

Delisting Event means, in respect of a date, that:

- (a) Ordinary Shares ceased to be listed or admitted to trading on ASX on or before that date (and where the cessation occurred before that date, Ordinary Shares continue not to be listed or admitted to trading on that date); or
- (b) trading of Ordinary Shares on ASX is suspended for a period of consecutive days which includes:
 - (i) at least five consecutive Business Days prior to that date; and
 - (ii) that date; or
- (c) an Inability Event subsists.

Directors means some or all of the directors of ANZ acting as a board.

Distribution has the meaning given in clause 3.1.

Distribution Payment Date has the meaning given in clause 3.5 whether or not a Distribution is, or is able to be, paid on that date.

Distribution Period means in respect of:

- (a) the first Distribution Period, the period from (and including) the Issue Date until (but not including) the first Distribution Payment Date following the Issue Date; and
- (b) each subsequent Distribution Period, the period from (and including) the preceding Distribution Payment Date until (but not including) the next Distribution Payment Date.

Distribution Rate has the meaning given in clause 3.1.

Encumbrance means any mortgage, pledge, charge, lien, assignment by way of security, hypothecation, security interest, title retention, preferential right or trust arrangement, any other security agreement or security arrangement (including any security interest under the Personal Property Securities Act 2009 (Cth)) and any other arrangement of any kind having the same effect as any of the foregoing other than liens arising by operation of law.

Equal Ranking Instruments means, in respect of the payment of distributions or the return of capital in a winding-up:

- (a) the convertible preference shares issued by ANZ in 2009 under a prospectus dated 18 November 2009 (which replaced a prospectus dated 10 November 2009);
- (b) CPS3;
- (c) each other preference share that ANZ may issue that ranks or is expressed to rank equally with the foregoing and the Notes in respect of distributions or for the return of capital in a winding-up of ANZ (as the case may be);
- (d) Capital Notes 1;
- (e) Capital Notes 2; and
- (f) any securities or other instruments that rank or are expressed to rank in respect of distributions or for the return of capital in a winding-up (as the case may be) equally with those preference shares and the Notes.

Exchange means the Conversion, Redemption or Resale of the Notes and Exchanged has a corresponding meaning.

Exchange Date has the meaning given in clause 5.2(b).

Exchange Method has the meaning given in clause 5.3.

Exchange Notice has the meaning given in clause 5.1.

External Administrator means, in respect of a person:

- (a) a liquidator, a provisional liquidator, an administrator or a statutory manager of that person; or
- (b) a receiver, or a receiver and manager, in respect of all or substantially all of the assets and undertaking of that person,

or in either case any similar official.

Face Value means the face value and denomination of the Notes as specified in clause 1.2.

FATCA means the Foreign Account Tax Compliance Act provisions, sections 1471 through 1474 of the United States Internal Revenue Code (including any regulations or official interpretations issued, agreements entered into or non-US laws enacted with respect to those provisions).

First Mandatory Conversion Condition has the meaning given in clause 4.3.

First Optional Conversion Restriction has the meaning given in clause 5.4.

First Test Date has the meaning given in clause 4.3.

Foreign Holder means a Holder whose address in the Register is a place outside Australia or who ANZ otherwise believes may not be a resident of Australia.

Franking Rate (expressed as a decimal) means the franking percentage (within the meaning of Part 3-6 of the Tax Act or any provisions that revise or replace that Part) applicable to the franking account of ANZ as at the relevant Distribution Payment Date.

Holder means a person whose name is registered in the Register as the holder of a Note.

Inability Event means ANZ is prevented by applicable law or order of any court or action of any government authority (including regarding the insolvency, winding-up or other external administration of ANZ) or any other reason from Converting the Notes.

Issue Date means the date on which Notes are issued.

Issue Date VWAP means the VWAP during the period of 20 Business Days on which trading in Ordinary Shares took place immediately preceding (but not including) the first date on which any Notes were issued, as adjusted in accordance with clauses 6.5 to 6.7 (inclusive).

Level 1, Level 2 and Level 3 means those terms as defined by APRA from time to time.

Mandatory Conversion means the mandatory conversion under clause 4 of the Notes to Ordinary Shares on the Mandatory Conversion Date.

Mandatory Conversion Condition has the meaning given in clause 4.3.

Mandatory Conversion Date has the meaning given in clause 4.2.

Margin has the meaning given in clause 3.1.

Maximum Conversion Number has the meaning given in clause 6.1(a).

Meeting Provisions means the provisions for the convening of meetings of, and passing of resolutions by, Holders set out in schedule 2 of the ANZ Capital Notes 3 Deed Poll.

NOHC means the ultimate holding company of ANZ after a NOHC Event which must be a “non-operating holding company” within the meaning of the Banking Act.

NOHC Event means an event which:

(a) is initiated by the Directors, acting as a board; and

(b) would otherwise be a Change of Control Event,

but the result of which would be that the person who would be the ultimate holding company of ANZ would be a NOHC.

Non-Conversion Notice has the meaning given in clause 4.4.

Non-Conversion Test Date has the meaning given in clause 5.4.

Non-marketable Parcel has the meaning given in the Constitution.

Non-Viability Trigger Event has the meaning given in clause 4.6.

Note has the meaning given in clause 1.1.

Note Terms means these terms of issue of Notes.

Notification Date has the meaning given in the Meeting Provisions.

Offer means the invitation under the Prospectus made by ANZ for persons to subscribe for Notes.

Optional Conversion Restrictions has the meaning given in clause 5.4.

Optional Exchange Date means the Distribution Payment Date falling on 24 March 2023.

Ordinary Share means a fully paid ordinary share in the capital of ANZ.

Ordinary Shareholder means a person whose name is registered as the holder of an Ordinary Share.

Ordinary Share Dividend means any interim, final or special dividend payable in accordance with the Corporations Act and the Constitution of ANZ in relation to Ordinary Shares.

Outstanding Notes has the meaning given in the Meeting Provisions.

Payment Condition means, with respect to a Distribution payment on the Notes on a Distribution Payment Date:

(a) making the Distribution payment on the Notes on the payment date would result in ANZ (on a Level 1 basis) or of the ANZ Group (on a Level 2 basis or, if applicable, Level 3 basis) not complying with APRA's then current capital adequacy requirements;

(b) making the Distribution payment would result in ANZ becoming, or being likely to become, insolvent for the purposes of the Corporations Act; or

(c) APRA objecting to the Distribution payment on the Notes on the payment date.

Preference Share means a notional preference share in the capital of ANZ conferring a claim in the winding up of ANZ equal to the Face Value and ranking equally in respect of return of capital in a winding up with each of the preference shares which is an Equal Ranking Instrument.

Proceeds means the net proceeds of a sale of Ordinary Shares actually received by the nominee calculated after deduction of any applicable brokerage, stamp duty and other taxes and charges, including the nominee's reasonable out of pocket costs, expenses and charges properly incurred by it or on its behalf in connection with such sale from the sale price of the Ordinary Shares.

Prospectus means the prospectus for the Offer including these Note Terms.

Purchaser means one or more third parties selected by ANZ in its absolute discretion (which may not be ANZ or any Related Entity of ANZ).

Record Date means for payment of a Distribution:

- (a) the date which is eight calendar days before the Distribution Payment Date for that Distribution; or
 - (b) such other date as is determined by the Directors in their absolute discretion and communicated to ASX not less than seven Business Days before the specified Record Date,
- or in either case such other date as may be required by ASX.

Redeem means, in relation to a Note, redeem it in accordance with clause 7, and **Redeemed** and **Redemption** have corresponding meanings.

Register means a register of holders of Notes established and maintained by or on behalf of ANZ. The term Register includes:

- (a) any sub-register maintained by, or on behalf of ANZ under the Corporations Act, the ASX Listing Rules or ASX Settlement Operating Rules; and
- (b) any branch register, provided that, in the event of any inconsistency, the principal register will prevail over any sub-register or branch register.

Registry means ANZ or any other registrar that maintains the Register.

Regulatory Event means:

- (a) the receipt by the Directors of an opinion from a reputable legal counsel that, as a result of any amendment to, clarification of or change (including any announcement of a change that will be introduced) in, any law or regulation in Australia or any official administrative pronouncement or action or judicial decision interpreting or applying such laws or regulations or any statement of APRA which amendment, clarification or change is effective, or pronouncement, action or decision is announced, on or after the Issue Date and which on the Issue Date is not expected by ANZ to come into effect (each, a **Regulatory Change**), additional requirements would be imposed on ANZ in relation to or in connection with Notes which the Directors (having received all approvals they consider in their absolute discretion to be necessary (including from APRA)) determine at their absolute discretion, to be unacceptable; or
- (b) the determination by the Directors (having received all approvals they consider in their absolute discretion to be necessary (including from APRA)) that, as a result of a Regulatory Change, ANZ is not or will not be entitled to treat all Notes as Additional Tier 1 Capital, except where the reason ANZ is not entitled to treat all Notes as Additional Tier 1 Capital is because ANZ has exceeded a limit or other restriction on the recognition of Additional Tier 1 Capital which was in effect on the Issue Date or which on the Issue Date is expected by ANZ to come into effect.

Related Entity has the meaning given by APRA from time to time.

Relevant Date has the meaning given in clause 4.2.

Relevant Distribution Payment Date has the meaning given in clause 3.8.

Relevant Jurisdiction means any country, or political subdivision or one or more countries, or any federation or association of countries:

- (a) in which ANZ (or Approved NOHC) is incorporated, resident or domiciled for any tax purpose;
- (b) from which, or through which, any Distribution or amount in respect of Notes is paid; or
- (c) in which the branch of ANZ at or through which the Notes are on issue is located.

Relevant Number has the meaning given in clause 6.1.

Relevant Security means, where a Trigger Event occurs, a Tier 1 Capital instrument that, in accordance with its terms

or by operation of law, is capable of being converted into Ordinary Shares or written off where that event occurs. It includes Notes, Capital Notes 1, Capital Notes 2 and, where a Common Equity Capital Trigger Event occurs on account of the Common Equity Capital Ratio in respect of the ANZ Level 2 Group, CPS3.

Reorganisation has the meaning given in clause 6.3(a).

Resale means the sale of Notes by Holders to the Purchaser in accordance with clause 8 and Resell and Resold have corresponding meanings.

Scheduled Mandatory Conversion Date has the meaning given in clause 4.2.

Second Mandatory Conversion Condition has the meaning given in clause 4.3 (but in clause 4.10 and clause 5.5, as adjusted in that clause).

Second Optional Conversion Restriction has the meaning given in clause 5.4.

Second Test Period has the meaning given in clause 4.3.

Senior Creditors means all present and future creditors of ANZ, including depositors, whose claims are:

- (a) entitled to be admitted in the winding up of ANZ; and
- (b) not expressed to rank equally with, or subordinate to, the claims of a Holder.

Special Resolution means either (i) a resolution passed at a meeting of Holders by a majority of at least 75% of the votes validly cast by Holders in person or by proxy and entitled to vote on the resolution or (ii) a resolution signed within one month from the Notification Date by Holders representing at least 75% of the aggregate nominal amount of Outstanding Notes as at the Notification Date.

Subsequent Mandatory Conversion Date has the meaning given in clause 4.2.

Subsidiary has the meaning given in the Corporations Act.

Tax has the meaning given in clause 3.7.

Tax Act means:

- (a) the Income Tax Assessment Act 1936 (Cth) or the Income Tax Assessment Act 1997 (Cth) as the case may be and a reference to any Section of the Income Tax Assessment Act 1936 (Cth) includes a reference to that Section as rewritten in the Income Tax Assessment Act 1997 (Cth); and
- (b) any other Act setting the rate of income tax payable and any regulation promulgated under it.

Tax Event means the receipt by the Directors of an opinion from a reputable legal counsel or other tax adviser in Australia or New Zealand experienced in such matters to the effect that, as a result of:

- (a) any amendment to, clarification of, or change (including any announcement of a change that will be introduced) in, the laws or treaties or any regulations affecting taxation in Australia or New Zealand;
- (b) any judicial decision, official administrative pronouncement, published or private ruling, regulatory procedure, notice or announcement (including any notice or announcement of intent to adopt such procedures or regulations) affecting taxation in Australia or New Zealand (**Administrative Action**); or
- (c) any amendment to, clarification of, or change in, an Administrative Action that provides for a position that differs from the current generally accepted position,

in each case, by any legislative body, court, governmental authority or regulatory body in Australia, irrespective of the manner in which such amendment, clarification, change or Administrative Action is made known, which amendment, clarification, change or Administrative Action is effective, or which pronouncement or decision is announced, on or after the Issue Date and which on the Issue Date is not expected by ANZ to come into effect, there is more than an insubstantial risk which the Directors determine (having received all approvals they consider in their absolute discretion to be necessary (including from APRA)) at their absolute discretion to be unacceptable that:

- (i) ANZ would be required to pay an additional amount under clause 3.7;
- (ii) ANZ would be exposed to more than a de minimis adverse tax consequence (including without limitation through the imposition of any taxes, duties, assessments or other charges) in relation to Notes; or
- (iii) any Distribution would not be a frankable dividend or distribution within the meaning of Division 202 of the Tax Act.

Tax Rate has the meaning given in clause 3.1.

Third Mandatory Conversion Condition has the meaning given in clause 4.3.

Tier 1 Capital means the tier 1 capital of the ANZ Level 1 Group or the ANZ Level 2 Group (or, if applicable, the ANZ Group on a Level 3 basis) as defined by APRA from time to time.

Tier 1 Capital Ratio means that ratio as defined by APRA from time to time.

Trigger Event means a Common Equity Capital Trigger Event or a Non-Viability Trigger Event.

Trigger Event Conversion Date has the meaning given in clause 4.7.

Trigger Event Notice has the meaning given in clause 4.8(d).

VWAP means, subject to any adjustments under clause 6, the average of the daily volume weighted average sale prices (such average being rounded to the nearest full cent) of Ordinary Shares sold on ASX during the relevant period or on the relevant days but does not include any "Crossing" transacted outside the "Open Session State" or any "Special Crossing" transacted at any time, each as defined in the ASX Operating Rules, or any overseas trades or trades pursuant to the exercise of options over Ordinary Shares.

VWAP Period means:

(a) in the case of a Conversion resulting from a Change of Control Event the lesser of:

- (i) 20 Business Days on which trading in Ordinary Shares took place; and
- (ii) the number of Business Days after the occurrence of the Change of Control Event on which:
 - (A) the Ordinary Shares are quoted for trading on ASX; and
 - (B) trading in Ordinary Shares took place;

in each case immediately preceding (but not including) the Business Day before the Change of Control Conversion Date;

(b) in the case of a Conversion resulting from a Trigger Event, the period of 5 Business Days on which trading in Ordinary Shares took place immediately preceding (but not including) the Trigger Event Conversion Date;

(c) in the case of any other Conversion, the period of 20 Business Days on which trading in Ordinary Shares took place immediately preceding (but not including) the date on which Conversion is to occur in accordance with these Note Terms; or

(d) otherwise, the period for which VWAP is to be calculated in accordance with these Note Terms.

Written Off has the meaning given in clause 6.12, and **Write Off** has the corresponding meaning.

APPENDIX B

GLOSSARY

THIS APPENDIX B IS A GLOSSARY OF TERMS USED THROUGHOUT THIS PROSPECTUS AND THE APPLICATION FORMS. THERE IS ALSO A LIST OF DEFINED TERMS IN CLAUSE 17.2 OF THE NOTE TERMS.

Term	Meaning
ABN	Australian Business Number
Additional Tier 1 Capital	the Additional Tier 1 Capital of the Group as defined by APRA from time to time
ADI	authorised deposit-taking institution, as defined in the Banking Act
AEDT	Australian Eastern Daylight Time
Affiliate	<p>of any person means any other person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such person; and “control” (including the terms “controlling”, “controlled by” and “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management, policies or activities of a person, whether through the ownership of securities, by contract or agency or otherwise. For the avoidance of doubt:</p> <ul style="list-style-type: none"> ■ Ord Minnett is deemed to be an Affiliate of J.P. Morgan; and ■ The Goldman Sachs Group, Inc. and its subsidiaries and affiliates and J.B. Were Limited and its subsidiaries will be deemed to be Affiliates of Goldman Sachs
AFSL	Australian Financial Services Licence
Allocation	<p>the number of Notes allocated under this Prospectus to:</p> <ul style="list-style-type: none"> ■ ANZ Securityholder Applicants and General Applicants at the end of the Offer Period; and ■ Syndicate Brokers and Institutional Investors under the Bookbuild
ANZ	Australia and New Zealand Banking Group Limited (ABN 11 005 357 522, AFSL 234527)
ANZ Capital Notes 3 or Notes	fully paid notes issued by ANZ acting through its New Zealand branch which will Mandatorily Convert into Ordinary Shares (subject to certain conditions being satisfied), and which are to be issued under this Prospectus
ANZ Capital Notes 3 Deed Poll	the amended and restated deed poll relating to the Notes made by ANZ on or about 4 February 2015
ANZ Capital Securities	CPS2, CPS3, CN1 and CN2
ANZ Group or Group	ANZ and its controlled entities
ANZ Level 1 Group	has the meaning given in clause 17.2 of the Note Terms
ANZ Level 2 Group	has the meaning given in clause 17.2 of the Note Terms
ANZ Securities	ANZ Securities Limited (ABN 16 004 997 111, AFSL 237531)
ANZ Securityholder	a holder of an Ordinary Share, CPS2, CPS3, CN1, CN2 or ANZ Subordinated Notes on the Register at 7:00pm AEDT on 31 December 2014
ANZ Securityholder Applicant	an ANZ Securityholder shown on the Register as having an address in Australia who applies under the ANZ Securityholder Offer
ANZ Securityholder Application Form	the blue personalised paper application form made available to ANZ Securityholder Applicants upon request
ANZ Securityholder Offer	the invitation to ANZ Securityholders to apply for Notes under this Prospectus
ANZ Subordinated Notes	the subordinated notes issued by ANZ in 2012 pursuant to an offer document dated 21 February 2012 (which replaced an offer document dated 14 February 2012)
Applicant	a person who submits an Application
Application	<p>a valid application for a specified number of Notes made using either:</p> <ul style="list-style-type: none"> ■ the applicable Application Form; or ■ in respect of the Institutional Offer, a duly completed confirmation letter
Application Form	<p>each of the application forms attached to, or accompanying, this Prospectus upon which an Application may be made, being:</p> <ul style="list-style-type: none"> ■ the blue paper personalised ANZ Securityholder Application Form; ■ the electronic Application Form provided for online Applications under the ANZ Securityholder Offer and the General Offer; and ■ the white paper Application Form in the back of this Prospectus to be used by Broker Firm Applicants and General Applicants

Term	Meaning
Application Payment	the monies payable on each Application, calculated as the number of Notes applied for multiplied by the Face Value
Approved NOHC	has the meaning given in clause 17.2 of the Note Terms
Approved NOHC Event	has the meaning given in clause 17.2 of the Note Terms
Approved NOHC Ordinary Shares	has the meaning given in clause 17.2 of the Note Terms
APRA	Australian Prudential Regulation Authority (ABN 79 635 582 658) or any successor body responsible for prudential regulation of ANZ or any NOHC
ASIC	Australian Securities and Investments Commission
ASX	ASX Limited (ABN 98 008 624 691) or the securities market operated by it, as the context requires
ASX Settlement	ASX Settlement Pty Ltd (ABN 49 008 504 532)
ASX Settlement Operating Rules	the settlement operating rules of ASX Settlement from time to time
Australian Accounting Standards	the accounting standards as developed and issued by the Australian Accounting Standards Board
Bank Bill Rate	(expressed as a percentage per annum), for a Distribution Period, the average mid-rate for bills of a term of 180 days which average mid-rate is displayed on Reuters page BBSW (or any page that replaces that page) on the first Business Day of the Distribution Period, subject to fallbacks if there is a manifest error in the calculation of the rate or if the rate is not displayed For the full definition – see clause 3.1 of the Note Terms
Banking Act	Banking Act 1959 (Cth)
Basel III	the revised framework issued between 2010 and 2012 by the Basel Committee for the calculation of capital adequacy for banks
Basel Committee	the Bank for International Settlements' Basel Committee on Banking Supervision
Bell Potter	Bell Potter Securities Limited (ABN 25 006 390 772, AFSL 243480)
Board, Directors or Board of Directors	some or all of the directors of ANZ, acting as a board
Bookbuild	the process described in Section 3.4.2 that determined the Margin
Broker Firm Applicant	a retail client of a Syndicate Broker who applies for a broker firm allocation from a Syndicate Broker under the Broker Firm Offer
Broker Firm Offer	the invitation made to clients of Syndicate Brokers to apply for an allocation of Notes from Syndicate Brokers under this Prospectus
Business Day	has the meaning given in clause 17.2 of the Note Terms
Buy-Back	has the meaning given in clause 17.2 of the Note Terms
Capital Reduction	has the meaning given in clause 17.2 of the Note Terms
CGT	capital gains tax
Change of Control Conversion Date	the date on which Conversion as a result of a Change of Control Event is to occur, as discussed in Section 2.4 For the full definition – see clause 17.2 of the Note Terms
Change of Control Conversion Notice	has the meaning given in clause 17.2 of the Note Terms
Change of Control Event	broadly, occurs when certain takeover bids or schemes of arrangement occur in relation to ANZ and certain further approvals or conditions needed for the acquisition to occur or be implemented have been obtained or satisfied or waived For the full definition – see clause 17.2 of the Note Terms
CHESS	Clearing House Electronic Subregister System operated by ASX Settlement
Citigroup	Citigroup Global Markets Australia Pty Ltd (ABN 64 003 114 832, AFSL 240992)

Term	Meaning
Closing Date	the last day on which Applications will be accepted, which is expected to be: <ul style="list-style-type: none"> ■ 5:00pm AEDT on 26 February 2015 for the ANZ Securityholder Offer and the General Offer; or ■ 10:00am AEDT on 4 March 2015 for the Broker Firm Offer
CN1	fully paid notes issued by ANZ which will mandatorily convert into Ordinary Shares (subject to certain conditions being satisfied), and which were issued under a prospectus dated 10 July 2013 (which replaced a prospectus dated 2 July 2013)
CN2	fully paid notes issued by ANZ which will mandatorily convert into Ordinary Shares (subject to certain conditions being satisfied), and which were issued under a prospectus dated 19 February 2014 (which replaced a prospectus dated 11 February 2014)
Co-Managers	Bell Potter, JBWere and Ord Minnett
Commonwealth Bank of Australia	Commonwealth Bank of Australia (ABN 48 123 123 124, AFSL 234945)
Common Equity Capital Ratio	has the meaning given in clause 17.2 of the Note Terms
Common Equity Capital Trigger Event	has the meaning given in clause 17.2 of the Note Terms
Common Equity Tier 1 Capital	has the meaning given by APRA from time to time
Common Equity Tier 1 Capital Deductions	the deductions from Common Equity Tier 1 Capital as described by APRA from time to time
Confirmation Statement	a statement issued to Holders by the Registry which sets out details of Notes allotted to them under the Offer
Consenting Party	each of the consenting parties named in Section 7.7
Constitution	the constitution of ANZ, as amended from time to time
Conversion	in relation to a Note, the conversion of that Note into a variable number of Ordinary Shares, or ordinary shares of an Approved NOHC following an Approved NOHC Event, under the Note Terms. Convert and Converted have corresponding meanings For the full definition of the Conversion mechanics – see clause 6 of the Note Terms
Corporations Act	Corporations Act 2001 (Cth)
CPS2	the convertible preference shares issued by ANZ in 2009 under a prospectus dated 18 November 2009 (which replaced a prospectus dated 10 November 2009)
CPS3	the convertible preference shares issued by ANZ in 2011 under a prospectus dated 31 August 2011 (which replaced a prospectus dated 23 August 2011)
Delisting Event	in respect of a date, that: <ul style="list-style-type: none"> ■ Ordinary Shares have ceased to be listed or admitted to trading on ASX on or before that date; ■ trading of Ordinary Shares on ASX has been suspended for at least five consecutive Business Days before that date, and the suspension is continuing on that date; or ■ an Inability Event subsists For the full definition – see clause 17.2 of the Note Terms
Distribution	a distribution on Notes For the full definition – see clause 3.1 of the Note Terms
Distribution Payment Date	in respect of a Note, 24 September 2015, and after that each 24 September and 24 March until the date that each Note is Converted or Redeemed For the full definition – see clause 3.5 of the Note Terms
Distribution Period	a period from (and including) either the Issue Date or a subsequent Distribution Payment Date until (but not including) the following Distribution Payment Date
Distribution Rate	the distribution rate on Notes calculated using the formula described in Section 2.1.1 For the full definition – see clause 3.1 of the Note Terms
Distribution Restriction	the restriction discussed in Section 2.1.7 For more information – see clauses 3.8 and 3.9 of the Note Terms

Term	Meaning
D-SIB	A domestic systematically important bank, as determined by APRA from time to time
E*Trade Australia	ETRADE Australia Securities Limited (ABN 93 078 174 973, AFSL 238277)
Equal Ranking Instruments	has the meaning given in clause 17.2 of the Note Terms
Exchange	any of the following: <ul style="list-style-type: none"> ■ Conversion in accordance with clause 6 of the Note Terms; ■ Redemption in accordance with clause 7 of the Note Terms; or ■ Resale in accordance with clause 8 of the Note Terms Exchanged has a corresponding meaning For the full definition – see clause 17.2 of the Note Terms
Exchange Date	the date on which Exchange is to occur For the full definition – see clause 5.2(b) of the Note Terms
Exchange Method	the means by which Exchange is effected For the full definition – see clause 5.3 of the Note Terms
Exchange Notice	a notice issued by ANZ to a Holder under clause 5.1 of the Note Terms
Expiry Date	the date which is 13 months after the date of the Original Prospectus
Exposure Period	the seven day period after the date of the Original Prospectus was lodged with ASIC during which the Corporations Act prohibits the processing of Applications
Face Value	the face value for Notes, being \$100 per Note
FATCA	has the meaning given in clause 17.2 of the Note Terms
Financial Claims Scheme	the scheme established under Division 2AA of Part II of the Banking Act
First Mandatory Conversion Condition	has the meaning given in clause 4.3 of the Note Terms
First Optional Conversion Restriction	has the meaning given in clause 5.4 of the Note Terms
General Applicant	a member of the general public who is an Australian resident and who applies under the General Offer
General Offer	the invitation to members of the general public who are Australian residents to apply for Notes under this Prospectus
Goldman Sachs	Goldman Sachs Australia Pty Ltd (ABN 21 006 797 897, AFSL 243346)
GST	goods and services tax
HIN	Holder Identification Number for Ordinary Shares or Notes (when issued) held on the CHESSE subregister
Holder	a person whose name is registered in the Register as the holder of a Note
Inability Event	has the meaning given in clause 17.2 of the Note Terms
Institutional Investor	a sophisticated or professional investor (whether an Australian resident or not) to whom Notes are able to be offered under applicable laws without the need for any prospectus, registration or other formality (other than a registration or formality which ANZ is willing to comply with) including, in Australia, persons to whom offers of securities can be made without the need for a lodged prospectus, who have been invited by ANZ Securities to bid for Notes in the Bookbuild and who are not ANZ Securityholder Applicants, General Applicants or Broker Firm Applicants
Institutional Offer	the invitation by ANZ Securities to certain Institutional Investors to bid for Notes in the Bookbuild
Issue Date	the date Notes are issued to Holders under this Prospectus, expected to be 5 March 2015

Term	Meaning
Issue Date VWAP	the VWAP during the period of 20 Business Days on which trading in Ordinary Shares took place immediately preceding (but not including) the Issue Date, subject to any adjustments under clause 6 of the Note Terms For the full definition – see clause 17.2 of the Note Terms
Joint Lead Managers	ANZ Securities, Citigroup, Commonwealth Bank of Australia, Goldman Sachs, J.P. Morgan, Morgans, Morgan Stanley and UBS
J.P. Morgan	J.P. Morgan Australia Limited (ABN 52 002 888 011, AFSL 238188)
Level 1, Level 2 and Level 3	those terms as defined by APRA from time to time
Listing Rules	the listing rules of ASX, with any modification or waivers which ASX may grant to ANZ or generally from time to time
Mandatory Conversion	has the meaning given in clause 17.2 of the Note Terms Mandatory Convert has a corresponding meaning
Mandatory Conversion Conditions	the following conditions: <ul style="list-style-type: none"> ■ First Mandatory Conversion Condition: the VWAP on the 25th Business Day (or, if there is no trading in Ordinary Shares on that date, the Business Day before that 25th Business Day on which trading in Ordinary Shares took place) immediately preceding (but not including) the possible Mandatory Conversion Date is greater than 56.00% of the Issue Date VWAP; ■ Second Mandatory Conversion Condition: the VWAP during the period of 20 Business Days on which trading in Ordinary Shares took place immediately preceding (but not including) the possible Mandatory Conversion Date is greater than 50.51% of the Issue Date VWAP; and ■ Third Mandatory Conversion Condition: no Delisting Event applies in respect of the possible Mandatory Conversion Date For the full definition – see clause 4.3 of the Note Terms
Mandatory Conversion Date	the earlier of 24 March 2025 and the next Distribution Payment Date after that date on which the Mandatory Conversion Conditions are satisfied
Margin	3.6% per annum as determined under the Bookbuild
Maximum Conversion Number	has the meaning given in clause 6.1(a) of the Note Terms
Morgans	Morgans Financial Limited (ABN 49 010 669 726, AFSL 235410)
Morgan Stanley	Morgan Stanley Australia Securities Limited (ABN 55 078 652 276, AFSL 233741)
NOHC	the ultimate holding company of ANZ after any NOHC Event which must be a “non-operating holding company” within the meaning of the Banking Act
NOHC Event	an event which: <ul style="list-style-type: none"> ■ is initiated by the Directors, acting as a Board; and ■ would otherwise be a Change of Control Event, but the result of which would be that the person who would be the ultimate holding company of ANZ would be a NOHC
Non-Conversion Test Date	has the meaning given in clause 5.4 of the Note Terms
Non Resident Holder	a Holder who is not a tax resident of Australia
Non-Viability Trigger Event	has the meaning given in clause 4.6 of the Note Terms
Note Terms	the full terms of issue of Notes, as set out in Appendix A
Notification Date	has the meaning given in clause 17.2 of the Note Terms
Offer	the offer by ANZ acting through its New Zealand branch of Notes under this Prospectus to raise \$850 million with the ability to raise more or less
Offer Management Agreement or OMA	the offer management agreement entered into between ANZ and the Joint Lead Managers as summarised in Section 7.6
Offer Period	the period from the Opening Date to the Closing Date
Opening Date	the day the Offer opens, which is 5 February 2015
Optional Conversion Restrictions	has the meaning given in clause 5.4 of the Note Terms
Optional Exchange Date	means 24 March 2023 – see clause 17.2 of the Note Terms
Ordinary Share	a fully paid ordinary share in the capital of ANZ

Term	Meaning
Ordinary Share Dividend	has the meaning given in clause 17.2 of the Note Terms
Original Prospectus	the prospectus dated 23 January 2015 and lodged with ASIC on that date, which this Prospectus replaces
Outstanding Notes	has the meaning given in clause 17.2 of the Note Terms
Participating Broker	any participating organisation of ASX selected by the Joint Lead Managers to participate in the Bookbuild
Payment Conditions	<p>the tests which need to be satisfied so that ANZ can pay a Distribution, summarised as follows:</p> <ul style="list-style-type: none"> ■ payment of the Distribution not resulting in ANZ (on a Level 1 basis) or the ANZ Group (on a Level 2 basis or, if applicable, Level 3 basis) not complying with APRA's then current capital adequacy requirements as they are applied to ANZ or the Group (as the case may be) at the time; ■ payment of the Distribution not resulting in ANZ becoming, or being likely to become, insolvent; and ■ APRA not otherwise objecting to the payment of the Distribution <p>For the full description of the tests – see the definition of Payment Condition in clause 17.2 of the Note Terms</p>
Preference Share	has the meaning given in clause 17.2 of the Note Terms
Privacy Act	Privacy Act 1988 (Cth)
Prospectus	this document (including the electronic form of this Prospectus), and any supplementary or replacement prospectus in relation to this document
Prudential Standards	the ADI prudential standards issued by APRA, which define and document APRA's framework for assessing, among other things, the capital adequacy of an ADI
Purchaser	has the meaning given in clause 17.2 of the Note Terms
RBA	Reserve Bank of Australia
RBNZ	Reserve Bank of New Zealand
Redeem	in relation to a Note, to redeem, in accordance with clause 7 of the Note Terms Redeemed and Redemption have corresponding meanings
Register	the official register of Ordinary Shares, CPS2, CPS3, ANZ Subordinated Notes, CN1, CN2 and/or ANZ Capital Notes 3 (if issued) as the context requires, each being maintained by ANZ or the Registry on ANZ's behalf and including any subregister established and maintained in CHESS
Registry	Computershare Investor Services Pty Limited (ABN 48 078 279 277) or any other registry that ANZ appoints to maintain the Register
Regulatory Event	<p>broadly, occurs when ANZ receives legal advice that, as a result of a change of law or regulation in Australia or statement of APRA on or after the Issue Date (each, a Regulatory Change), additional requirements would be imposed on ANZ in relation to Notes which the Directors determine to be unacceptable, or the Directors determine that, as a result of a Regulatory Change, ANZ will not be entitled to treat all Notes as Additional Tier 1 Capital. A Regulatory Event will not arise where, at the Issue Date, ANZ expected the event would occur</p> <p>For the full definition – see clause 17.2 of the Note Terms</p>
Related Entity	has the meaning given by APRA from time to time
Relevant Date	has the meaning given in clause 4.2 of the Note Terms
Relevant Distribution Payment Date	has the meaning given in clause 17.2 of the Note Terms
Relevant Jurisdiction	has the meaning given in clause 17.2 of the Note Terms
Relevant Security	has the meaning given in clause 17.2 of the Note Terms
Resale	means the sale of Notes by Holders to the Purchaser in accordance with clause 8 of the Note Terms and Resell and Resold have corresponding meanings

Term	Meaning
Resident Holder	an Australian tax resident Holder
Scheduled Mandatory Conversion Date	has the meaning given in clause 4.2(a) of the Note Terms
Second Mandatory Conversion Condition	has the meaning given in clause 4.3 of the Note Terms (but in clause 4.10 and clause 5.5 of the Note Terms, as adjusted in that clause)
Second Optional Conversion Restriction	has the meaning given in clause 5.4 of the Note Terms
Second Test Period	has the meaning given in clause 17.2 of the Note Terms
Senior Creditors	has the meaning given in clause 17.2 of the Note Terms
Shareholder	a holder of Ordinary Shares from time to time
Special Resolution	means either (i) a resolution passed at a meeting of Holders by a majority of at least 75% of the votes validly cast by Holders in person or by proxy and entitled to vote on the resolution or (ii) a resolution signed within one month from the Notification Date by Holders representing at least 75% of the aggregate nominal amount of Outstanding Notes as at the Notification Date
SRN	Securityholder Reference Number for Ordinary Shares or Notes (when issued) held on the issuer sponsored subregister
Syndicate Broker	any of the Joint Lead Managers, Co-Managers or Participating Brokers
Tax	has the meaning given in clause 3.7 of the Note Terms
Tax Act	has the meaning given in clause 17.2 of the Note Terms
Tax Event	broadly, occurs when ANZ receives professional advice that, as a result of a change in Australian or New Zealand tax law, or an administrative pronouncement or ruling affecting taxation in Australia or New Zealand, on or after the Issue Date (and which on the Issue Date was not expected by ANZ to occur), there is a more than insubstantial risk which the Directors determine to be unacceptable that ANZ would be required to gross up or be exposed to more than an insignificant adverse tax consequence in relation to Notes being on issue or any Distribution would not be a frankable dividend or distribution for tax purposes For the full definition – see clause 17.2 of the Note Terms
Tax Rate	the Australian corporate tax rate applicable to the franking account of ANZ as at the relevant Distribution Payment Date. As at the date of this Prospectus, the relevant rate is 30%
TFN	Tax File Number
Third Mandatory Conversion Condition	has the meaning given in clause 4.3 of the Note Terms
Tier 1 Capital	Tier 1 Capital of ADIs (including ANZ) as described by APRA from time to time
Tier 1 Capital Ratio	that ratio as defined by APRA from time to time
Tier 2 Capital	Tier 2 Capital of ADIs (including ANZ) as defined by APRA from time to time
Total Capital Ratio	that ratio as defined by APRA from time to time
Trigger Event	has the meaning given in clause 17.2 of the Note Terms
Trigger Event Conversion Date	has the meaning given in clause 4.7 of the Note Terms
UBS	UBS AG, Australia Branch (ABN 47 088 129 613, AFSL 231087)
US Person	has the meaning given in Regulation S of the US Securities Act
US Securities Act	United States Securities Act of 1933, as amended
VWAP	broadly, the average of the daily volume weighted average sale prices of Ordinary Shares sold on ASX during the relevant period or on the relevant days (such average rounded to the nearest full cent), as defined in clause 17.2 of the Note Terms and subject to any adjustments under clause 6 of the Note Terms
Written Off	has the meaning given in clause 6.12 of the Note Terms

CORPORATE DIRECTORY

ISSUER

Australia and New Zealand Banking Group Limited
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Docklands VIC 3008

acting through its
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JOINT LEAD MANAGERS (CONTINUED)

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Sydney NSW 2000

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1 Farrer Place
Sydney NSW 2000

J.P. Morgan Australia Limited
Level 18, J.P. Morgan House
85 Castlereagh Street Sydney NSW 2000

Morgan Stanley Australia Securities Limited
Level 39, The Chifley Tower
2 Chifley Square
Sydney NSW 2000

Morgans Financial Limited
Level 29, Riverside Centre
123 Eagle Street
Brisbane QLD 4000

UBS AG, Australia Branch
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Sydney NSW 2000

CO-MANAGERS

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Ord Minnett Limited
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