



Supplementary Education Program (New Zealand) Product Disclosure Statement

Offer of membership of Supplementary Education Program (New Zealand) Issued by Australian Scholarships Group Friendly Society Limited

This document gives you important information about this investment to help you decide whether you want to invest. There is other useful information about this offer on www.business.govt.nz/disclose. Australian Scholarships Group Friendly Society Limited has prepared this document in accordance with the Financial Markets Conduct Act 2013. You can also seek advice from a financial adviser to help you make an investment decision.

This Replacement Product Disclosure Statement is dated 5 December 2016, and replaces the Product Disclosure Statement dated 23 November 2016.

Date: 5 December 2016

Section 1: Key information summary

What is this?

This is a managed investment scheme. Your money will be pooled with other investors' money and invested in various investments. The Australian Scholarships Group Friendly Society Limited ('ASG', 'the manager', 'we', 'our' or 'us') will invest your money and charge you a fee for its services. The returns you receive are dependent on the investment decisions of ASG and of its investment managers and the performance of the investments. The value of those investments may go up or down. The types of investments and the fees you will be charged are described in this document.

The assets of the Scheme are not held on trust by the supervisor or an external custodian but are instead held by ASG as a benefit fund in accordance with and subject to the requirements of the Life Insurance Act 1995 of Australia and the relevant approved benefit fund rules.

What will your money be invested in?

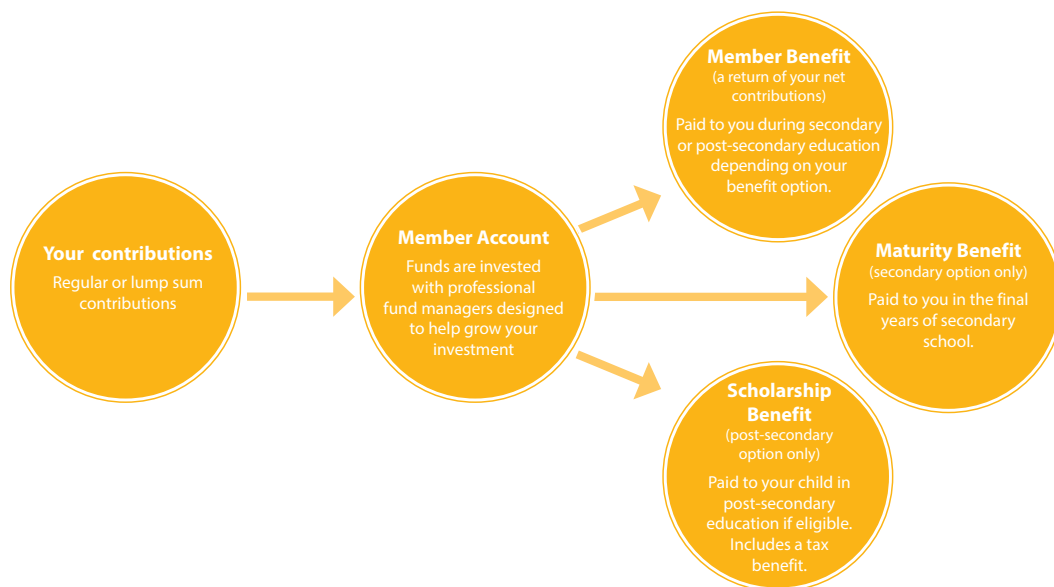
Name of fund	Supplementary Education Program (New Zealand) (referred to as SEP, the 'Fund' or the 'Scheme' throughout this document)																							
Brief description of SEP and its investment objective	<p>The SEP has been created to help you put aside funds towards your child's secondary and post-secondary education. The two SEP options target particular stages of your child's education, which means you can choose when your benefits are returned to you.</p> <p>Secondary option To help fund education costs for your child's secondary school education.</p> <p>Post-secondary option To help fund education costs for your child's post-secondary education.</p> <p>Investment strategy The investment strategy for the Fund is to provide long term returns in excess of inflation using a range of investment funds managed by professional fund managers to achieve a conservative balanced risk profile. This is constructed using a 40 per cent growth and 60 per cent defensive asset allocation.</p>																							
Risk indicator	<p>◀ Lower risk Higher risk ▶</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="padding: 2px 5px;">1</td> <td style="padding: 2px 5px;">2</td> <td style="padding: 2px 5px; background-color: #f4a460;">3</td> <td style="padding: 2px 5px;">4</td> <td style="padding: 2px 5px;">5</td> <td style="padding: 2px 5px;">6</td> <td style="padding: 2px 5px;">7</td> </tr> </table> <p>◀ Potentially lower return Potentially higher return ▶</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>See section 4 (What are the risks of investing) for an explanation of the risk indicator and for information about other risks that are not included in the risk indicator. To help you clarify your own attitude to risk, you can seek financial advice or work out your own risk profile at www.sorted.org.nz/tools/investor-kickstarter.</p> </div>			1	2	3	4	5	6	7														
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Fees	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Fee type</th> <th style="text-align: left;">Description</th> <th style="text-align: left;">Amount</th> </tr> </thead> <tbody> <tr> <td>Individual action fees</td> <td>Joining fee</td> <td>\$89 (a separate one off fee payable per child upon joining)</td> </tr> <tr> <td>Annual fund charges</td> <td>Management fee</td> <td>1.50% p.a. (based on the value of the net assets in the scheme)</td> </tr> <tr> <td>Other charges</td> <td>Administration fee</td> <td>\$24 p.a.</td> </tr> <tr> <td>Other charges</td> <td>Membership fee</td> <td>\$2 p.a.</td> </tr> <tr> <td>Other charges</td> <td>Initial management fee</td> <td>\$120 p.a. (\$10 per month for the first 24 months)</td> </tr> <tr> <td>Other charges</td> <td>Family Protection contribution</td> <td>\$8 per annum per \$1000 of insured contributions, subject to a maximum of \$2600 of insured contributions</td> </tr> </tbody> </table> <p>For more information about fees you will be charged, please see Section 5 'What are the fees' of this document</p>			Fee type	Description	Amount	Individual action fees	Joining fee	\$89 (a separate one off fee payable per child upon joining)	Annual fund charges	Management fee	1.50% p.a. (based on the value of the net assets in the scheme)	Other charges	Administration fee	\$24 p.a.	Other charges	Membership fee	\$2 p.a.	Other charges	Initial management fee	\$120 p.a. (\$10 per month for the first 24 months)	Other charges	Family Protection contribution	\$8 per annum per \$1000 of insured contributions, subject to a maximum of \$2600 of insured contributions
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Who manages the SEP?

The Australian Scholarships Group Friendly Society Limited is the manager of the SEP. Please refer to section 7 'Who is involved?' for further details.

What are the returns?

For a summary of returns from the SEP please refer to the following diagram:



A bonus rate for the Fund is determined annually (or more frequently) by ASG on the advice of our actuary. It is calculated by taking into account the gross investment returns of the Fund, expenses of the Fund, tax and any applicable prudential requirement. The bonus rate is provisionally allocated to your Member Account (subject to eligibility) and the Scholarship Pool.

For further details of how and when you receive your money please refer to section 2 'How does this investment work?' on page 5.

How can you get your money out?

Your investment in SEP is redeemable by way of a cancellation (see 'Cancelling the SEP' on page 7). For further details of how and when you receive your money please refer to section 2 'How does this investment work?' on page 5.

Your investment in SEP cannot be sold or transferred to anyone else.

How will your investment be taxed?

The SEP is not a portfolio investment entity (PIE). Please refer to section 6 'What taxes will you pay?' on page 11 for further details on how your investment is taxed.

Where can you find more key information?

ASG is required to publish quarterly updates for the SEP. The updates show returns, and the total fees actually charged to investors, during the previous year. The latest fund updates are available at www.asg.co.nz. The manager will also give you copies of those documents on request.

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Section 2: How does this investment work?

This Product Disclosure Statement offers you membership in the Scheme. The Scheme is registered under the Financial Markets Conduct Act 2013. The assets of the Scheme are not held on trust by the supervisor or an external custodian but are instead held by ASG as a benefit fund in accordance with and subject to the requirements of the Life Insurance Act 1995 of Australia and the relevant approved benefit fund rules.

The SEP was created to assist you with meeting the costs of your children's secondary and or post-secondary education.

About the Scheme

SEP is a contractual arrangement between you (the member) and ASG, the terms of which are included within this PDS. In summary, members make contributions to the Fund, receive their net contributions and either a Maturity Benefit or Scholarship Benefit (if eligible) according to the benefit option they nominate at enrolment (either Secondary or Post-secondary).

SEP is a registered benefit fund of ASG under Rule 63 of its Constitution, and operates with the sole purpose of providing benefits for the education of nominated children.

ASG is a mutual organisation and member owned friendly society. The assets of the SEP are separate from the operational funds and other benefit funds of ASG, and are regulated by the Australian Prudential Regulation Authority (APRA) as well as the Financial Markets Authority (FMA).

None of the assets of the SEP are available to be applied to meet the liabilities of any other benefit funds issued or managed by ASG.

Joining the Scheme

Anyone can become a member of ASG's SEP, as long as their nominated child is at the time of application:

- » under eight years old for the secondary option
- » under ten years old for the post-secondary option.

Making investments

Contributing to the SEP

Upon joining the SEP we will establish a Member Account on your behalf. Any contributions you make will be allocated to this account, as will any applicable investment earnings that are generated.

Contributions to SEP are flexible and you can increase or decrease your contributions to suit your budget during the contribution period.

You can make contributions by direct debit or cheque. Credit card payments are only accepted for initial contributions. You can choose to make monthly, quarterly, half yearly or yearly contributions when paying by direct debit.

How much do I contribute to the SEP?

The minimum contribution amount for a regular contribution is \$15.62 per week. You may elect a contribution rate to suit your needs. Contribution amounts can be increased or decreased.

If you are paying via lump sum, an initial lump sum payment of \$1026 is required. Additional payments of \$500 or more can be paid at any time.

When making contributions to the SEP, you are able to increase your contribution amount. A total minimum contribution of \$5130 must be paid during the contribution period, prior to being eligible to receive any Benefit Payments.

Indexation

Contributions increase at eight per cent per annum and compound on each anniversary of the commencement date. This indexation applies only to the contributions and not to ongoing fees (administration fee, Family Protection). Indexation applies to your contributions regardless of how much you elect to start contributing. An example of how indexation works is below:

Year of contributing	Weekly contribution amount	Indexation applied
Year 1	\$15.62	N/A
Year 2	\$16.87	8%
Year 3	\$18.22	8%
Year 4	\$19.68	8%
Year 5	\$21.25	8%

How long do I contribute to the SEP?

The period for which you make contributions to the SEP will depend on the option you have selected.

SEP benefit options - contribution periods

Benefit option	How long will I make contributions for?
Secondary option	Until the anniversary of joining after your child's 12th birthday
Post-secondary option	Until the anniversary of joining after your child's 15th birthday

Withdrawing investments

The SEP does not allow for withdrawals, except under a cancellation, see 'Cancelling the SEP' on page 7. In place of withdrawals, the SEP is designed to return benefit payments to you or your child during your child's secondary and post-secondary education.

There are three kinds of benefits you may receive with the SEP, as shown below.

Benefit type	Explanation
Member Benefit	The Member Benefit is the lesser of your net contributions or the balance in your Member Account.
Maturity Benefit (applies to SEP secondary)	The Maturity Benefit represents the net investment earnings from your contributions over time.
Scholarship Benefit (applies to SEP post-secondary)	<p>Investment earnings earned on the investment of your contributions go into a pool of funds, referred to as the Scholarship Pool.</p> <p>This money is distributed evenly among all eligible children in the Scholarship Pool who progress to full-time post-secondary studies. If your child is not eligible for Scholarship Benefits you will not receive this benefit. The remaining earnings will be shared amongst the remaining eligible children of the Scholarship Pool.</p> <p>For further details of the Scholarship Benefit, please refer to the Definitions table on page 13 of this PDS.</p>

When will I receive my benefits?

Secondary option

Benefit option	When will I receive my benefit payments?
Member Benefit	Annual allowance across all years of secondary school or as one lump sum in the final year
Maturity Benefit	Paid to you as a lump sum in the year your child turns 17. This is typically the last year of secondary school

Post-secondary option

Benefit option	When will I receive my benefit payments?
Member Benefit	Annual allowance throughout post-secondary study, up to a maximum of six years
Scholarship Benefit	Annual allowance throughout post-secondary study, up to a maximum of six years

If your child stops post-secondary study before they've completed their qualification, you will still receive your Member Benefit, however any investment earnings will be forfeited and remain in the Scholarship Pool to be distributed to other eligible children.

Your child can change course, defer or repeat a year. Each of these options may only be used once without affecting your eligibility for the Scholarship Benefit.

The ongoing payment of yearly post-secondary Scholarship Benefits requires your child to successfully complete the previous year's study and progress to the next year. Please see the section 'Eligibility' on page 11 for further information.

Benefit protection

ASG's SEP also includes access to safeguards to preserve the benefit options you have in place for your children in the event of unforeseen circumstances.

Family Protection Fund

The Family Protection Fund contributes to the Member Account to cover the payment of both the Member Benefit and either the Scholarship Benefit or Maturity Benefit (depending if you elected secondary or post secondary benefit options). Family Protection benefits to the SEP are fixed according to the annual contribution level selected at enrolment, up to a maximum of \$50 a week.

Family Protection ceases when contributions to the relevant Fund cease or when the member turns 70, whichever is sooner. To access Family Protection benefits, please contact ASG. Each membership is entitled to one payment only from the Family Protection Fund.

Eligibility

For your child to be eligible for Scholarship Benefits (Post-secondary option only), you need to meet certain conditions referred to as the Eligibility Criteria. Generally these are that your child must undertake a full time, government recognised post-secondary course.

If your child doesn't meet the Eligibility Criteria you will forgo any entitlements to the investment earnings (distributed via bonus rates) of the fund, which will be shared across other eligible children within the same Scholarship Pool year.

If you believe that your child will not meet the Eligibility Criteria under the post-secondary option, you may cancel your membership by requesting a surrender value, please see 'Cancelling the SEP' below for more detail.

Cancelling the SEP

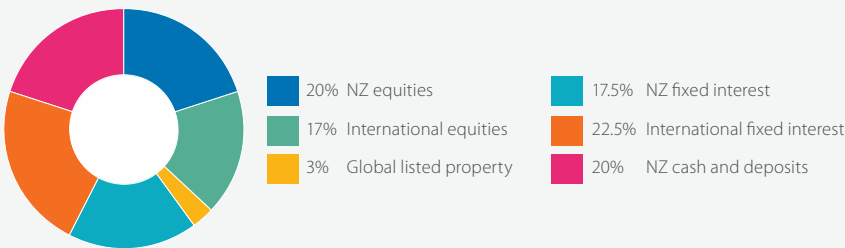
You may cancel your membership at any time prior to maturity, and request a surrender value payment from ASG. It is important that you note that different surrender values apply depending on the timing of the cancellation request. Please refer to the table below to see how cancellation applies at different stages of your membership.

Age of nominated child			
	Prior to your child's 17th birthday	Between your child's 17th birthday and the formation of the Scholarship Pool**	After your child's 17th birthday and after the formulation of the Scholarship Pool
Surrender value is based on*:	Your contributions less fees, or the balance of your Member Account (whichever is the lesser). Please note this does not include your accrued investment earnings.	The value of your Member Account (including accumulated investment earnings)	Contributions less fees, or the balance of your Member Account (whichever is the lesser). Please note this does not include your accrued investment earnings.

*Any payments into your member account from the Family Protection Fund will not be included in the surrender value.

**The Scholarship Pool is generally formed in January of the year of your nominated child's 18th birthday (also known as the year of eligibility).

Section 3: Description of your investment option

Fund name	Supplementary Education Program (New Zealand)
Summary of investment objectives and strategy	The investment strategy for the Fund is to provide long term returns in excess of inflation using a range of investment funds managed by professional fund managers to achieve a conservative balanced risk profile. This is constructed using a 40 per cent growth and 60 per cent defensive asset allocation.
Target investment mix	 <ul style="list-style-type: none"> 20% NZ equities 17.5% NZ fixed interest 22.5% International fixed interest 3% Global listed property 17% International equities 20% NZ cash and deposits
Risk indicator	<p>← Lower risk Higher risk →</p> <p>1 2 3 4 5 6 7</p> <p>← Potentially lower return Potentially higher return →</p>
Minimum suggested time frame	9-18 years. This depends on the age of your nominated child upon joining the Scheme, e.g. 9 years for a child aged 10 next birthday or 18 years for a child aged 1 next birthday. This relates to the maturity of the Scheme, please see the definitions table on page 13 for more information regarding maturity.

The Statement of Investment Policy and Objectives (SIPO) sets out the investment policies and objectives for the scheme. We may change the SIPO from time to time. Changes to the SIPO are undertaken in consultation with the Supervisor (see section 7 'Who is involved?'). All material changes will be advised to the member on the ASG website and will also be detailed in the Scheme's annual report. The most current version of the SIPO will be available from the disclose register on www.business.govt.nz/disclose.

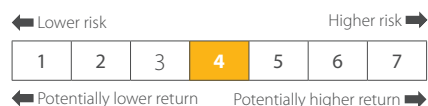
Further information about the assets in the fund can be found in the fund updates at www.asg.co.nz.

Section 4: What are the risks of investing?

Understanding the risk indicator

Managed funds in New Zealand must have a standard risk indicator. The risk indicator is designed to help investors understand the uncertainties both for loss and growth that may affect their investment. You can compare funds using the risk indicator.

An example of a risk indicator is shown below:



See section 3 'Description of your investment options' for more information on the risk indicator of SEP.

The risk indicator is rated from 1 (low) to 7 (high). The rating reflects how much the value of the fund's assets goes up and down (volatility). A higher risk generally means higher potential returns over time, but more ups and downs along the way.

To help you clarify your own attitude towards risk, you can seek financial advice or work out your risk profile at www.sorted.org.nz/tools/investor-kickstarter.

Note that even the lowest category does not mean a risk-free investment, and there are other risks (described under the heading 'Other specific risks') that are not captured by this rating.

The risk indicator is not a guarantee of a fund's future performance. The risk indicator is based on the returns data for 5 years to 30 June 2016*. While risk indicators are usually relatively stable, they do shift from time to time. You can see the most recent risk indicator in the latest fund update for this fund.

General investment risks

Some of the things that may cause the fund's value to move up and down which affect the risk indicator, are: market risk, credit risk, liquidity risk, currency risk, manager risk, legal and regulatory (including tax) risk.

Risk	Explanation
Market risk	Certain events may have a negative effect on the value of all types of investments within a particular market. These events may include changes in economic, social, technological or political conditions, as well as market sentiment.
Credit risk	The issuer or party to a transaction may not repay the principal, make interest payments or fulfil other financial obligations in full and/or on time. The market value of an investment can also fall significantly when the perceived risk of this investment increases or its credit rating declines.
Liquidity risk	From time to time, some investments of the Fund may not be easily converted to cash due to market conditions.
Currency risk	Contributions to the SEP are made in New Zealand dollars, some of which are invested into international assets based in foreign currencies, where there is the potential that adverse movements in exchange rates will reduce their New Zealand dollar value. This will affect the bonus rate allocated to your Member account. Benefit payments out of the SEP are also made in New Zealand dollars.
Manager risk	The funds we invest in may not achieve their investment objectives in the short or long term. This could be caused by a number of reasons, for example, the loss of key personnel or economic conditions which do not favour a particular style of investing.
Legal and regulatory (including tax) risk	Changes in legislation and other rules in domestic and foreign markets—including those dealing with taxation, accounting and investments—may adversely impact your investment.

For more information on how ASG manages these risks please refer to our website at www.asg.co.nz.

* As at the date of this PDS, the risk indicator has been calculated using annual returns as previously the Fund did not publish quarterly returns. From the date of this PDS the Fund will publish quarterly returns and this will be used to calculate the risk indicator.

Other specific risks

No guarantee

SEP is not capital guaranteed. As investment returns may vary from year to year, ASG cannot guarantee positive investment returns and may allocate a negative bonus rate in any year. Any negative bonus rates will be applied against the capital component (Member Benefit) and may affect the amount of benefits paid to you and/or your child.

Cancellation

You could receive back less than the total of your contributions if you request a cancellation. Please see 'Cancelling the SEP' section on page 7 of this PDS.

Unable to make contributions

If ASG has not approved an earlier suspension, your membership will lapse if contributions fall six months in arrears or more.

If your membership lapses, you are entitled to the Member Benefit only. You will forfeit your eligibility and rights in relation to the investment earnings component as part of the Scholarship Benefit. If you do not believe that you can continue with your contributions, we recommend you contact us using the details in section 7 'Who is involved?'

Your child doesn't commence approved post-secondary studies

You can cancel your membership and request a surrender value if your child will no longer be enrolling in post-secondary studies. Please refer to 'Cancelling the SEP' on page 7 of this PDS for more information.

Duration of course

Under SEP post-secondary option, Scholarship Benefits are paid to your child for a maximum of six years, and only in the years that they are studying full-time in an eligible post-secondary course.

If your child commences a course but does not complete that course they will forfeit any further entitlement to the education benefit that would have been paid in future study years.

This amount will be retained in the pool and form part of the Scholarship Benefits distributed to other eligible children in the scholarship benefit pool.

Death of the nominated child

Under SEP, if a nominated child dies, all contributions paid into the Fund are returned on request and any post-secondary benefits the child would otherwise have received are forfeited to the Fund to be distributed to other eligible children within the scholarship benefit pool. Alternatively, the member can transfer the enrolment to a family member who has a child of a similar age.

Section 5: What are the fees?

You will be charged fees for investing in the SEP. Fees are deducted from your investment and will reduce your returns. If ASG invests in other funds, those funds may also charge fees. The fees you will pay will be charged in two ways:

- » Regular charges (for example annual fund charges). Small differences in these fees can have a big impact on your investment over the long term;
- » One-off fees (for example, the Joining fee).

These are as follows:

Annual fund charges and other charges

Annual fund charges

Type of fee	Amount	How and when paid
Management costs (This is the cost of investing the assets and the general operation of ASG)	1.50% [†] p.a.	Calculated on the average balance of the net assets of the fund in each quarter. Deducted from the investment earnings of the fund prior to determining the bonus rate.
Total	1.50% p.a.	

[†] This fee is fixed amount, regardless of the actual cost to the Fund.

Other charges

Type of fee	Amount	How and when paid
Administration fee	\$24 p.a.	Payable annually in advance throughout the membership until the Scholarship Pool is formed. It is deducted from the Member Account annually in advance.
Membership fee	\$2 p.a.	This fee is payable annually in advance, for each child you enrol, throughout the membership until the Scholarship Pool is formed (see page 14 for details on when this occurs). It is deducted from your member's contributions to the SEP. For the lump sum option, this fee is deducted from the Member Account.
Initial management fee	\$120 p.a. for two years	Deducted from the Member Account at \$10 per month over the first 24 months. The entire amount is refunded at Maturity if the post-secondary option is chosen.
Family Protection Fund (the contribution to the Family Protection Fund)	\$8 per annum per \$1000 of insured contributions, subject to a maximum of \$2600 of insured contributions	For regular contributions, this additional contribution is payable annually in advance, for each child you enrol, throughout the period when contributions to the SEP are payable. This is fixed at the rate applicable to the annual contribution level selected at entry to the fund and is deducted from the member's contributions.

Individual action fees

You may be charged other fees on an individual basis for investor specific decision or actions. Currently ASG charges the following:

Action	Amount	How and when paid
Joining fee	\$89	A separate one off fee payable per child upon joining. This fee is paid in addition to your initial contribution upon joining the scheme.

Example of how fees apply to investors

“James invests \$5,000 in the SEP. He is charged a joining fee of \$89. This brings the starting value of his investment to \$4,911.

He is also charged management costs and administration fees, which work out to about \$74 (1.50% of \$4,911). These fees might be more or less if his/her account balance has increased or decreased over the year.

Over the year, James pays other charges of \$154 (Includes the Initial management fee of \$120 (\$10 per month), Administration fee of \$24, Membership fee of \$2, Family Protection fee of \$8).

Estimated total fees for the first year

Individual action fees: \$89

Fund charges: \$74

Other charges: \$154 (Includes the Initial management fee of \$120 (\$10 per month), Administration fee of \$24, Membership fee of \$2, Family Protection fee of \$8)

See the latest fund update for an example of the actual returns and fees investors were charged over the past year.

The fees can be changed

If ASG chooses to increase any of these fees or introduce new fees at our discretion and in accordance with the rules of the SEP, we will advise you with no less than two months' notice in writing of the changes.

ASG must publish a fund update for each fund showing the fees actually charged during the most recent year. Fund updates, including past updates, are available at www.asg.co.nz.

Maximum fees which may be charged

The SEP rules provide the ability for maximums that may be charged by ASG for the following fees and costs in the table presented below. ASG reserves the right from time to time to reduce or waive all or part of any fee on terms and at times determined by ASG in its sole discretion.

Fee	Maximum
Joining fee. Included in the 'Individual action fees' table on page 10.	\$149
Administration fee. Included in the 'other charges' table on page 10.	\$24 p.a.
Membership fee. Included in the 'other charges' table on page 10.	\$2 p.a.
An ongoing management fee. Called the Management cost in the 'annual charges' table on page 10.	2.50% p.a. on the average balance per quarter

Section 6: What taxes will you pay?

Tax can have significant consequences for investments. If you have any queries relating to the tax consequences of the investment, you should obtain professional advice on those consequences.

Taxation of Fund income

ASG is a resident in Australia for tax purposes. All income received by the Funds will be subject to tax at the appropriate corporate rate, which is currently 30 per cent. However, ASG will be able to claim a deduction in the year that education benefits are paid, thereby recovering the tax paid on Fund income. ASG will pass on the benefit of that recoupment to the eligible students.

Tax treatment of benefits

Member Benefits

A Member Benefit under the Fund should not be taxable to the member on the basis such payments are a return of capital (or a return of the member's original contribution).

Scholarship Benefits

The New Zealand Inland Revenue is currently reviewing the taxation status of scholarship benefit payments made by ASG, which may impact the tax treatment of payments made to the beneficiary. The New Zealand Inland Revenue has provided a view that such payments are taxable under the New Zealand Income Tax Act 2007. ASG will provide an update of the outcomes of this review on our website. These comments do not constitute independent professional advice, which should be obtained when seeking to ascertain how prevailing tax rules apply to the member's individual circumstances from time to time.

The tax position of ASG, its members and the beneficiaries of the education benefit funds could be affected by any changes in tax laws in New Zealand and Australia as well as by any court decisions or rulings made by tribunals or revenue authorities in either country.

Section 7: Who is involved?

About ASG

ASG is the largest member owned provider of education funds in Australia and New Zealand.

ASG is a licensed manager for the benefit funds operated by ASG as a Friendly Society under the *Life Insurance Act 1995* (Australia).

You can contact us by:

Address: Australian Scholarships Group Friendly Society Ltd, ASG Education Programmes (NZ) Ltd, Suite 7B, 19 Edwin Street, Mount Eden, or PO Box 8289 Symonds Street Auckland 1023, New Zealand

Telephone: 09 366 7670

Facsimile: 09 373 2030

Email: memberservice@asg.co.nz

Who else is involved?

	Name	Role
Supervisor	Covenant Trustee Services Ltd	Appointed by the manager to oversee the Scheme's management and administration.
Auditor	Deloitte Touche Tohmatsu	Appointed by the manager to undertake the annual audit of the Scheme's financial statements.
Actuary	Mercer Consulting (Australia) Pty Ltd	Appointed by the manager to provide independent advice on the financial risks and the declaration of bonus rates of the manager.
Tax accountant	Ernst & Young Ltd	Appointed by the manager to assist ASG with regard to ASG's New Zealand income tax obligations.

Section 8: How to complain

Complaints about your investment in the Scheme should be made to us at:

Australian Scholarships Group (NZ)
Suite 7B, 19 Edwin Street, Mount Eden, or
PO Box 8289 Symonds Street Auckland 1023, New Zealand
Telephone: 09 366 7670
Facsimile: 09 373 2030
Email: memberservice@asg.co.nz

ASG is a member of an approved dispute resolution scheme, Financial Dispute Resolution Service. If your complaint was not resolved in the first instance or if you are unsatisfied with the resolution, you can make a complaint to Financial Dispute Resolution Service at:

Financial Dispute Resolution Service Level 9, 109 Featherston Street
Wellington 6011 New Zealand
or

Financial Dispute Resolution Service Freepost 231075,
PO Box 5730 Wellington 6145, New Zealand
Telephone: 0508 337 337
Website: www.fdr.org.nz

Financial Dispute Resolution Service will not charge a fee to any complainant.

Complaints about your investment can also be made to the Supervisor:

Covenant Trustee Services Limited
Level 6, Crombie Lockwood Tower, 191 Queen Street, Auckland 1010
P O Box 4243 Shortland Street, Auckland 1140
Telephone: 09 302 0638
Facsimile: 09 302 1037

The Supervisor is a member of an approved dispute resolution scheme, Financial Services Complaints Limited. If your complaint was not resolved in the first instance or if you are unsatisfied with the resolution, you can make a complaint to Financial Services Complaints Limited at:

Financial Services Complaints Limited
Level 4, Sybase House, 101 Lambton Quay,
Wellington 6011 New Zealand
Telephone: 0800 347257
Website: www.fscl.org.nz/

Financial Services Complaints Limited will not charge a fee to any complaint.

Different procedures apply for making a complaint to Financial Dispute Resolution Service or Financial Services Complaints Limited. ASG's and the Supervisor's dispute resolution provider may change from time to time. Details of ASG's and the Supervisor's current dispute resolution scheme provider can be found by searching the Financial Service Providers Register at www.business.govt.nz/fsp.

Section 9: Where you can find more information

Further information relating to the Scheme (for example financial statements) is available on the offer register and the scheme register at www.business.govt.nz/disclose, as well as on our website www.asg.co.nz. A copy of information on the offer register or scheme register is available on request to ASG using the contact details in section 7 'Who is involved?'

Once your application has been completed, you can view your account balance, transaction history and funds you are invested in on the My ASG member portal available on our website www.asg.co.nz. Your annual member statements as well as other member correspondence will also be available on My ASG.

In addition ASG will provide you with a copy of ASG's *Scholastic*, the member quarterly newsletter, and other relevant communication to keep you informed of news and information that is pertinent to your membership.

All information can be obtained free of charge.

Section 10: How to apply

To become a member of the Scheme, please complete the application form attached to this PDS.

Section 11: Definitions

Approved Course	To be eligible for payment of a Scholarship Benefit your child must undertake the chosen post-secondary course on a full-time basis. The course must be undertaken at a university, tertiary educational institution or comparable educational institution of higher learning in New Zealand or overseas. Please note that an apprenticeship does not qualify as an approved course of study. If you need further information on what is considered an Approved Course by ASG, please contact us.
Eligibility Criteria (for payment of Scholarship Benefits)	To receive a Scholarship Benefit, certain eligibility criteria must be met. Specifically: <ul style="list-style-type: none">» your child has reached the year of eligibility, being the calendar year in which your child will turn 18, or commences an approved full-time post-secondary course (whichever is later)» your child makes a written request to ASG for the Scholarship Benefit (within 12 months of receiving notification of eligibility) by completing our online form and providing us with supporting documentation and confirmation of enrolment» the approved course is commenced before the eligibility year or within two years from that date» your contributions are not more than six months in arrears» your Member Account has not been terminated earlier. Additionally for the SEP you must satisfy the following criteria: <ul style="list-style-type: none">» a minimum of \$5130 being paid during the contribution period» a minimum of five years contributions being paid during the contribution period
Maturity	The process by which each Scholarship Pool is formed. This occurs after contributions have ceased, and prior to Scholarship Benefit payments being made. This generally occurs at the beginning of the year of eligibility, being the calendar year of your nominated child's 18th birthday.
Scholarship Benefit	The proportion of the investment earnings allocated to your nominated child within a Scholarship Pool and paid to you, subject to your child meeting the Eligibility Criteria, as referred to within this definitions table. If your child is unable to continue or fails to complete a year of study as a result of a serious accident, serious illness, hardship or other causes beyond their control, a discretionary payment may be made for one further year of study on receipt of an application by your child.
Scholarship Pool	A specific pool of assets made up of the investment earnings allocated to the accounts of those members participating in that pool, set aside for those members whose children are eligible for Scholarship Benefit payments during post-secondary education. Each Scholarship Pool is set up for the benefit of those eligible children who turn 18 in the year of eligibility. Please refer to the Eligibility Criteria within this definition table for more information.



Australian Scholarships Group
 Friendly Society Limited
 ABN 21 087 648 879 AFSL No. 236665
 Registered Office:
 23-35 Hanover Street Oakleigh Vic 3166 Australia
 Ph: 131 ASG (131 274) Fax: 03 9563 2780

Application form

Supplementary Education Program (New Zealand) (Rule 63) and Family Protection Fund (Rule 32)

Presentation date:

/ /

New member (tick) Existing member (tick) Member number _____

	Title	Surname	Given names	D.O.B.	Gender
1					
2					

First named member is the Prime member

Residential address (required)					
Suburb				Postcode	Phone: (H)
1	Email address		Phone: (W)	Mobile	
2	Email address		Phone: (W)	Mobile	

Postal address (if different from residential address)		
Suburb		State
		Postcode

	Occupation	Relationship to child/children
1		
2		

Are you a Politically Exposed Person?*

If YES please identify the source of your investment assets or wealth:

Member 1: Yes No Gainful employment Inheritance/gift Financial investments Superannuation Other _____

Member 2: Yes No Gainful employment Inheritance/gift Financial investments Superannuation Other _____

*A Politically Exposed Person means, an individual who holds, or has held at any time in the preceding 12 months, in any overseas country a prominent public function

Child nomination:

	Surname	Given names	D.O.B.	Gender
Member Account 1				
	Phone:		Email:	
Member Account 2				
	Phone:		Email:	
Member Account 3				
	Phone:		Email:	

A new Member Account is created in each fund for each child with the member details contained in this form and the terms and conditions outlined in this PDS apply to each of those Member Accounts (A/c). If you would like a different member to be recorded for a specific child, you will need to complete a separate application form attached to the PDS.

Initial contribution

Date of initial payment

Supplementary Education Program (New Zealand) (SEP)

	SEP - secondary	SEP - post-secondary	Sub total
A/c 1	\$	\$	\$
A/c 2	\$	\$	\$
A/c 3	\$	\$	\$
	Establishment fee		\$
	TOTAL (Exc credit card fees)		\$

Please note this can be either payment of regular contributions or single lump sum contributions.

Payment options:

- Use existing direct debit details on file
 Credit card*
 Cheque
 Once only direct debit (use direct debit request form)

Credit card number:

(Please circle)

MasterCard

Visa

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Name of cardholder _____ Expiry date: ____/____

Signature of cardholder _____

Regular contributions

Payment options:

- New direct debit
 Existing direct debit (Account holder/s' initials)
 Contribution schedule

Note: regular direct debits will commence on the 1st of the month following the initial contribution unless specified below.

Alternate date to be debited: / /

	Contribution amount (complete one amount per account)		
	SEP - secondary	SEP - post-secondary	Frequency*
A/c 1	\$	\$	
A/c 2	\$	\$	
A/c 3	\$	\$	

* Can be either monthly, quarterly, bi-annually or annually.

Indexation

To allow for a lower level of contributions in the early years, contributions increase at eight per cent per annum and compound on each anniversary of the commencement date. This indexation also helps offset the rising costs of education over the period of your contributions.

I/We declare that all information supplied in this application form is true and correct. I/We agree that this application and the terms and conditions set out in this PDS and the governing rules for the Supplementary Education Program (New Zealand) (SEP) shall be the basis of the contract for my/our membership in the relevant Fund, which shall at all times be subject to the ASG Constitution. I/We have received and read the PDS and any amending PDS for the SEP either directly from an ASG counsellor or via electronic means.

I/We note and agree that this includes the use of my/our information for direct marketing, promotional and research purposes.

I/We choose to opt-out of future direct marketing content by marking the following box.

We confirm that any joint Member Account arising from this Application is to be operated on the following basis:

- Both/all members must sign for and authorise all transactions which are conducted by means other than My ASG (e.g. transactions received by telephone or in writing).
- Both/all members authorise any/either of the joint members to sign for and authorise any transactions via My ASG (with the exception of changing the Account name or its joint membership status). We confirm that responsibility for the consequences of this operating instruction will remain with both/all the joint members.
- Both/all members may withdraw their authorisation (in whole or in part) that a joint account be able to be transacted via My ASG. This is to be done by written notice signed by both/all members.

We acknowledge that in the absence of all members effecting a transaction via My ASG, ASG is to conduct the Account in accordance with its Rules and/or normal business practices (i.e. both or all members must sign for and authorise transactions in a joint membership). ASG reserves the right, upon notice being provided to the member(s), to override any member instructions and conduct a joint Account in accordance with its Rules and/or normal business practices (e.g. when it is notified of a dispute between the members) including withholding member payments pending written instructions from all/both members.

Applicant 1 signature _____ Date: ____/____/____

Applicant 2 signature _____ Date: ____/____/____

Important: This application is tendered in accordance with, and is subject to, the terms and conditions set out in this PDS, which should be considered by applicants prior to signing this application form. Application for benefits may only proceed on the application form attached to the PDS for the SEP dated 5/12/2016. If I/we have obtained and/or completed a copy of the application form via electronic means it has been accompanied by the PDS.

Quote for certificate (circle one)

How did you hear about ASG? (new member only)

Friend Family Web Work Magazine Newspaper Radio ASG staff Event Other

Counsellor's details:

Name: _____

Number: _____

Opp ID: _____

Anti-Money Laundering and Countering Financing of Terrorism Act 2009 Identification Requirements

It is a legal requirement for us to confirm your identity and your residential address. (Acceptable documents to verify your residential address are listed below.)

The identification requirements are designed to protect you and ASG.

Option A	Option B	Option C
One of the following forms of ID: » NZ Passport » NZ Certificate of Identity » NZ firearms licence » Emergency travel document » Overseas Passport » Foreign-issued national identity document » NZ Refugee Travel Document	Or, your NZ Driver's Licence plus one of the following: » A credit card, debit or eftpos card issued by a registered NZ bank (name and signature must be on the card) » Bank account statement issued by a registered NZ bank, addressed to you from the last 12 months » A document issued by an NZ government agency containing your name and signature (e.g. a SuperGold card) » IRD statement or other NZ government agency statement, addressed to you and from the last 12 months	Or, one of the following forms of photo ID: » NZ Driver's Licence » 18+ card (Hospitality Association) » A valid and current international driving permit Plus one of the following: » NZ full Birth Certificate » Certificate of NZ citizenship » Citizenship certificate issued by a foreign government » Birth Certificate issued by a foreign government

To verify your residential address, any one of the following documents with your name and residential address dated within the last 3 months is acceptable:

- » Bill from your power, gas, water, telephone or Internet service provider
- » Council rates notice/valuation
- » New Zealand bank statement
- » Insurance policy
- » Anything from a Government agency, which includes a unique reference ID
- » Tenancy agreement

Ensure that the document issuer is clearly identified as part of the Document type in the table below.

Applicant 1

Full name: _____

Identification Option A
 Document type: _____ Document type: _____

Identification Option B or C
 Document type: _____ Document type: _____
 Document type: _____ Document type: _____

Residential address
 Document type: _____ Document type: _____

Verification requirement: Full name Date of birth Residential address

Applicant 1

Full name: _____

Identification Option A
 Document type: _____ Document type: _____

Identification Option B or C
 Document type: _____ Document type: _____
 Document type: _____ Document type: _____

Residential address
 Document type: _____ Document type: _____

Verification requirement: Full name Date of birth Residential address

Identification certification

Counsellor name: _____ Number: _____

ID checked in person Confirmed details to application form

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Direct debit terms

Conditions of this authority to accept direct debits

1. The Initiator:

- (a) Undertakes to give notice of the commencement date, frequency and amount **at least 10 calendar days** before the first Direct Debit is drawn (but no more than two calendar months). This notice will be provided in writing (including by electronic means and SMS where the Customer has provided prior written consent (including by electronic means including SMS) to communicate electronically).

Where the Direct Debit System is used for the collection of payments which are regular as to frequency, but variable as to amounts, the initiator undertakes to provide the Acceptor with a schedule detailing each payment amount and each payment date.

In the event of subsequent change to frequency or amount of the Direct Debits, the Initiator has agreed to give advance notice of **at least 30 days** before the change comes into effect. This notice must be provided in writing (including by electronic means and SMS where the Customer has provided prior written consent (including by electronic means and SMS) to communicate electronically).

- (b) May, upon the relationship which gave rise to this Authority being terminated, give notice to the Bank that no further Direct Debits are to be initiated under the authority. Upon receipt of such notice the Bank may terminate this Authority as to future payments by notice in writing to me/us.
- (c) May, upon receiving written notice (dated after the date of this Authority) from a bank to which I/we have transferred my/our account, initiate Direct Debits in reliance of that written notice and this Authority from the account identified in the written notice.

2. The customer may:

- (a) At any time, terminate this Authority as to future payments by giving written notice of termination to the Bank and to the Initiator.
- (b) Stop payment of any Direct Debit to be initiated under this Authority by the Initiator by giving written notice to the Bank **prior** to the Direct Debit being paid by the Bank.
- (c) Where a variation to the amount agreed between the Initiator and the Customer from time to time to be Direct Debited had been made without notice being given in terms of clause 1(a) above, request the Bank to reverse or alter any such Direct Debit initiated by the Initiator by debiting the amount of the reversal or alteration of Direct Debit back to the Initiator through the Initiator's Bank, **provided** such request is made not more than 120 days from the date when the Direct Debit was debited to my/our account.

3. The customer acknowledges that:

- (a) This Authority will remain in full force and effect in respect of all Direct Debits passed to my/our account in good faith notwithstanding my/our death, bankruptcy or other revocation of this Authority until actual notice of such event is received by the Bank.
- (b) In any event this Authority is subject to any arrangement now or hereafter existing between me/us and the Bank in relation to my/our account.
- (c) Any dispute as to the correctness or validity of an amount debited to my/our account shall not be the concern of the Bank except in so far as the Direct Debit has not been paid in accordance with this Authority. Any other dispute lies between me/us and the Initiator.
- (d) Where the Bank has used reasonable care and skill in acting in accordance with this Authority, the Bank accepts no responsibility or liability in respect of:
 - » The accuracy of information about Direct Debits on Bank statements; and
 - » Any variations between notices given by the Initiator and the amounts of Direct Debits
- (e) The Bank is not responsible for, or under any liability in respect of the Initiator's failure to give notice in accordance with 1(a) nor for the non-receipt or late receipt of notice by me/us for any reason whatsoever. In any such situation the dispute lies between me/us and the initiator.
- (f) Notice given by the Initiator in terms of clause 1(a) to the debtor responsible for the payment shall be effective. Any communication necessary because the debtor responsible for payment is a person other than me/us is a matter between me/us and the debtor concerned.

4. The bank may:

- (a) In its absolute discretion conclusively determine the order of priority of payment by it of any monies pursuant to this or any other authority, cheque or draft properly signed by me/us and given to or drawn on the Bank..
- (b) At any time terminate this Authority as to future payments by notice in writing to me/us.
- (c) Charge its current fees for this service in force from time-to-time.

These terms and conditions are Payments NZ Limited approved and are non-negotiable. For a copy of these terms please see our website at www.asg.co.nz.

Receipt for initial contribution

Supplementary Education Program (New Zealand) (Rule 63)

Official acceptance of application to funds and membership documentation will be forwarded by ASG and will serve as the official receipt of payment and membership registration.

Initial contribution

The Supplementary Education Program (New Zealand) (Rule 63) (SEP)

	SEP - secondary	SEP - post-secondary	Sub total
A/c 1	\$	\$	\$
A/c 2	\$	\$	\$
A/c 3	\$	\$	\$
		Joining fee	\$
		TOTAL (Exc credit card fees)	\$

Please note the amounts include any contribution in respect to future month's contributions.

Payment options:

Use existing direct debit details on file Credit card Cheque Once only direct debit

Date of initial payment:

Regular contributions:

Regular direct debits occurring monthly will be debited on the 1st of each month, commencing from the month following the initial contribution unless specified below.

Alternate date to be debited:

Counsellor's name	Signature	Date
		/ /

Notes:

- Cooling off period: If you change your mind within 14 days of receiving your confirmation of enrolment letter, please notify ASG in writing and we will fully refund all monies you have paid including any fees we have deducted from monies received from you.
- This receipt is for an application for the Supplementary Education Program (New Zealand) on an application form attached to the PDS for the Supplementary Education Program dated 5/12/2016. If you have obtained and/or completed a copy of the application form via electronic means, you confirm that it has been accompanied by the PDS and that you have received the PDS.
- All amounts are expressed in New Zealand dollars. Cheques are to be crossed 'a/c payee only' and made payable to 'ASG Friendly Society (Trust Account)'. Covenant Trustee Services Limited is the supervisor appointed for the purposes of the FMA Act 2013, and will hold the money on trust until your application is accepted by ASG. If your application is not accepted for any reason, your money will be refunded to you by the supervisor without deduction.

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Registered Office and Administration:

Australian Scholarships Group Friendly Society Limited

ABN: 21 087 648 879

AFSL: 236665

FSP: 53922

23-35 Hanover Street Oakleigh
Victoria 3166 Australia

Phone: 613 9276 7777

Fax: 613 9563 2780

www.asg.com.au

ASG Education Programmes New Zealand:

Suite 7B, 19 Edwin Street, Mount Eden 1024

PO Box 8289 Symonds Street Auckland 1140

New Zealand

Phone: 09 366 7670

Fax: 09 373 2030

www.asg.co.nz

