

Michael Hill Jewellers

#mymichaelhill Promotion – Instagram, Facebook and Twitter

**Terms and Conditions**

1. Information on how to enter forms part of the terms of entry. Entry into the competition is deemed acceptance of these Terms and Conditions. If entering this competition from Australia, and you do not agree to these Terms and Conditions or Michael Hill's Privacy Collection Statement - Competitions, please notify the Promoter so that your entry can be withdrawn.
2. The Promoter is Michael Hill Jeweller (Australia) Pty Ltd ACN 003 181 333 of 7 Smallwood Place, Murrarie, Brisbane, Qld 4172, and the telephone contact number is (07) 3399 0200. The Promoter's nominated person is Phil Taylor.
3. Entry in the #mymichaelhill promotion is open to all residents of Australia, Canada (excluding Quebec), New Zealand and the USA (excluding Rhode Island) who have reached the age of majority in their state, territory or province at the date of the commencement of this promotion. However, employees or contractors and their immediate families of the Promoter, and their associated agencies and companies are not eligible to enter.
4. The #mymichaelhill promotion commences at 9:00 am (AEST) Monday 22th August 2016 and closes at 11:59pm (AEST) Sunday 18th September 2016 (**Promotional Period**). Ten (10) prizes will be awarded for each week of the Promotional Period.
5. Entries for each week close at 11:59pm (AEST) Sunday 30th August 2015, Sunday 6th September 2014, Sunday 13th September 2014 and Sunday 20th September 2015.
6. To enter the promotion, eligible entrants must publically share during the Promotional Period an image of their Michael Hill jewellery on Instagram, Twitter or to the official Michael Hill Facebook page and include the hashtag #MYMICHAELHILL. Entries can be a styled shot of jewellery on a body, or the jewellery laid flat and styled. Entrants can only enter from their personal Instagram, Facebook or Twitter account.
7. It is the Entrant's responsibility to ensure that consent is obtained from any person appearing in the Entrant's photo prior to sharing it on any social media channel, and that the person appearing in the photo understands how the photo may be used under these terms.
8. Any Entry that is made on behalf of an Entrant by a third party, or otherwise by proxy, will be invalid.
9. An Entry will be deemed not eligible for this competition if the Entrants privacy or post settings for their Instagram, Facebook and/or Twitter accounts prevent the Promoter from viewing their entry and/or contacting them if they win.
10. The Promoter may share any photos which contain hashtag #mymichaelhill indefinitely without the entrant's consent on any social media or websites used by the Promoter, which includes the Michael Hill Facebook page and the Michael Hill website, without any fee. The photos may also be shown on display screens within Michael Hill stores during Promotional Period, without any fee.
11. Weekly winners will be determined out of those entries received by the relevant weekly closing time set out in paragraph 5. . Submitted entries will be considered during all judgments being

conducted after the entry has been submitted. However, no entry may win more than once. Judging of all valid Entries received within the Competition Period will be conducted by a panel of judges at the Promoter's head office at 7 Smallwood Place Murarrie, QLD Australia on the following dates:

Monday 29<sup>st</sup> August 2016

Monday 5<sup>th</sup> September 2016

Monday 12<sup>th</sup> September 2016

Monday 19<sup>th</sup> September 2016

12. Chance plays no part in determining the winner. The winning Entries will be selected based on their relevance to the Michael Hill brand, aesthetic, design and creativity and originality.
13. By entering this competition each Entrant warrants to the Promoter that their submitted entry is an original work of the Entrant, has not been previously published or won any award and does not contain any material which would infringe the rights of any third party, including any copyright, trademark or other third party intellectual property rights. The Entrant agrees to indemnify the Promoter and keep the Promoter indemnified against all claims and costs incurred by third parties arising from a breach of the warranties set out in this clause.
14. The Winner agrees and consents to their name and entry being posted on any of the Promoter's social media platforms or websites, without any fee.
15. The weekly winners will be notified on the site on which the photo was submitted under paragraph 6 (i.e. Instagram, Facebook or Twitter) by having a comment tagged with their @username on their post which uses #mymichaelhill. The winners will also be displayed on the Michael Hill Facebook page and on the Michael Hill website for a period of 28 days after the decision is made.
16. The Winner agrees and consents to their name and entry being posted on any of the Promoter's social media platforms or websites.
17. The winner must confirm acceptance of the Prize within 48 hours of being notified that they are a Winner by emailing social@michaelhill.com.au and provide their full name and address to the Promoter. The Promoter will contact winners to provide further instructions regarding the process that winners must follow to claim their prize.
18. It is each entrant's responsibility to adhere to the requirements of these Terms and Conditions, the prevailing terms and conditions of Instagram, Facebook and Twitter and the Promoter's websites respectively. The Promoter will take no responsibility for any comment that has been posted incorrectly.
19. Eligible entrants may enter multiple times during the duration of the promotion. Entries will only be valid if posted during the promotional period.
20. Failure by the Promoter to enforce any of its rights or any Term or Condition at any time both during and after the Promotional Period does not constitute a waiver of those rights. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the competition result.
21. Incomplete entries will be deemed invalid.

22. The Promoter reserves the right to request winners to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity in order to claim a prize. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
23. The Promoter reserves the right to verify the validity of entries and to disqualify any entry which, in the opinion of Promoter, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, material that may infringes the rights of another, disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Terms & Conditions of Entry or who has, in the opinion of Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter. This includes, but not limited, to entrants and households using multiple email addresses, postal addresses to registering multiple entries. The Promoter reserves the right to disqualify a winner if Promoter becomes aware that the winner and/or the winner's entry is of a type described in this clause.
24. The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.
25. There are a total of 40 prizes for the entire Promotional Period. Each week, 10 winners will receive one (1) Michael Hill gift voucher to the value of AU\$100 / NZ\$100 / CA\$100 / US\$100 (valid for 6 months).
26. Total prize value over the Promotional Period is = \$4000 (AUD) (including GST) / \$4000 (NZD) / \$4000 (CA) / \$4000(USD). Any ancillary costs associated with redeeming the prize are not included. These are the responsibility of the winner.
27. Prizes cannot be transferred, exchanged or be redeemed for cash.
28. Cash will not be awarded in lieu of the prize or element thereof.
29. The winner must make contact within one week (7 days) after the winners have been notified on Instagram, Facebook or Twitter (as the case may be). If any prizes remain unallocated or unclaimed, the prize will be awarded to an entrant whose entry is judged as having the most creative image and associated product comments by the panel of judges appointed by the Promoter out of the remaining entries for the relevant week (excluding those submitted by the entrant who has not claimed the prize and those who have already claimed prizes for that week). In the event of a re-judged winner, the winner will be notified on the 8th day from the notification of the first winner in the manner set out in paragraph 12.
30. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to state laws.
31. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of the prize, if the Promoter determines, in their absolute discretion, that a winner is not in the mental or physical condition necessary to be able to safely participate in the prize. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.

32. Once the Prize has left the Promoter's premises, the Promoter takes no responsibility for Prize being damaged, delayed or lost in transit.
33. By accepting the prize, the winner agrees to participate in and co-operate as required with all reasonable media requests relating to the prize, including but not limited to, being interviewed and photographed, filmed and/or chaperoned throughout the duration of the promotional Period or 28 days from winning the prize.
34. In consideration for the Promoter awarding the prize to the winner, the winner hereby assigns to the Promoter all right, title and interest in and to all copyright in any material created pursuant to the winner's participation in any aspect of the prize (**Works**). The winner acknowledges that the Promoter is free to use the Works and to exercise its rights in relation thereto and the winner will not be entitled to any fee for such use.
35. In consideration for the Promoter awarding the prize to the winner, the winner hereby permits the winner's image and/or voice, as recorded, photographed or filmed during the winner's participation in the prize to appear in connection with the Promoter or the advertising or marketing thereof, in any media whatsoever throughout the world and the winner will not be entitled to any fee for such use.
36. In the event that for any reason whatsoever a winner does not take an element of the prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that element of the prize.
37. Prize values are based upon the recommended retail prices at the time of issuing these Terms and Conditions (inclusive of GST). The Promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date.
38. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
39. Prizes will be awarded to the person named in the entry.
40. Should an entrant's contact details change during the Promotional Period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to Promoter.
41. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements.
42. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter in its discretion.
43. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the competition on the dates and in the manner described in these Terms and Conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to any written directions given under state laws.

44. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
45. The Promoter and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.
46. If for any reason this competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the competition, subject to any written direction given under state laws.
47. All entries become the property of the Promoter. The Promoter collect's personal information about you to enable you to participate in this promotion. Canadian and USA entrants please note that all personal information collected may be stored on servers outside of Canada and/or the USA. All personal information provided in connection with this competition is governed by Michael Hill Jeweller Pty Ltd's privacy policy of each jurisdiction which is located on the respective Michael Hill website for that country:  
United States - [www.michaelhill.com](http://www.michaelhill.com)  
Canada - [www.michaelhill.ca](http://www.michaelhill.ca)  
Australia - [www.michaelhill.com.au](http://www.michaelhill.com.au)  
New Zealand - [www.michaelhill.co.nz](http://www.michaelhill.co.nz)
48. By entering the promotion, unless otherwise advised, each entrant also agrees that the Promoter may use this information, in any media for future promotional, marketing and publicity purposes without any further reference, payment or other compensation to the entrant, including sending the entrant electronic messages.
49. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia, New Zealand, Canada or the United States ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
50. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or

misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of the prize.

51. The organisation that requested your consent is Michael Hill Jeweller (Australia) Pty Ltd (ACN 003 181 333), 7 Smallwood Place, Murarrie Q 4172, [www.michaelhill.com.au](http://www.michaelhill.com.au), Ph 1800 445 590.
52. This competition is governed by the laws in force in Queensland, Australia. You agree to submit to the exclusive jurisdiction of the courts of that jurisdiction.
53. This competition is in no way sponsored, endorsed or administered by Instagram, Facebook or Twitter.