

Win Laboratory Created Earring valued at \$4499 Contest

OFFICIAL RULES
(the "Rules")

Contest:	Win Laboratory Created Earring valued at \$4499		
Sponsor:	Michael Hill Jeweller (Canada) Ltd.		
Contest Period:	Start date: 28 th October 2021 at 12:01 am Eastern Time, or "ET" End date: 31 st October 2021 at 11:59 pm ET		
Eligible Entrants:	The Contest is open to legal residents of Canada (excluding Quebec), who are Brilliance by Michael Hill Loyalty members and who have reached the age of majority in their jurisdiction of residence as of the date of entry.		
How to Enter (no purchase necessary, see full Rules for details):	<p>To enter the Promotion, the entrant must complete the following steps during the Contest Period:</p> <p>a) purchase (and pay in full) any product from any Michael Hill store within Canada or at https://www.michaelhill.ca/ ("Participating Venues"); and</p> <p>b) notify the store representative of their Brilliance by Michael Hill credentials at the time of purchase (for in-store purchases) OR be signed into their Brilliance by Michael Hill account at the time of purchase (for online purchases).</p> <p>Proof of Purchase: The entrant must retain proof of purchase. The proof of purchase required is an original receipt for the qualifying transaction.</p> <p>To obtain one (1) entry without making a purchase, type or clearly handwrite on a blank piece of paper an original essay describing what you love about the Michael Hill Holiday Collection, to a minimum of 250 words, and together with your first name, last name, phone number, age, province and email address. Mail the above information during the Contest Period to: Win Laboratory Created Earring valued at \$4499 Contest, Michael Hill Jeweller (Australia) Pty Ltd ABN 82 003 181 333, 7 Smallwood Place, Murarrie, QLD 4172, Australia.</p>		
Entries Permitted:	Limit one (1) entry permitted per person for the entire Promotional Period subject to the following: Limit of one (1) entry permitted per qualifying transaction		
Available Prizes:	Prize Description	Number of this prize	Approximate retail value (per prize)
	One (1) pair of Laboratory Created Diamond 1.40 Carat Stud Earrings in 14ct White Gold - SKU 16226029	One (1)	\$4,499.00 CAD
Prize Draw:	On or about 10/11/2021 at Michael Hill, 7 Smallwood Place, Murarrie QLD 4172, Australia at 12:01 p.m. AEST, a computerized random draw will be conducted from among all eligible entries received during the Contest Period for the purpose of selecting a potential winner (subject to satisfying the prize claim conditions below).		
Winner Notification:	The winner will be contacted by using the contact details saved in the entrant's Brilliance by Michael Hill account with the Sponsor within two (2) days of the draw, or as otherwise provided in a mail-in entry.		

1. Eligibility

Excluded from eligibility are the officers, directors, employees, agents and representatives of Sponsor, any Contest judges, and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies (collectively, the "Promotion Entities"), and members of the immediate families (defined as parents, siblings, children and spouses, regardless of where they live) or households (whether or not related) of such officers, directors, employees, agents and representatives.

2. Mail-In Entries

No purchase necessary. LIMIT one (1) mail entry per outer stamped envelope. There is no limit to the number of mail entries that an entrant can submit, as long as each mail entry is mailed in a separate outer envelope, bearing sufficient postage, and post marked within the Contest Period. All mail entries must be received within ten (10) business days of the end of the Contest Period. Mail entries that are mechanically reproduced or made in any fashion other than as specified herein are void.

3. Prize(s)

All prizes must be accepted as awarded and may not be substituted, transferred or redeemed for cash or otherwise, except at Sponsor's sole discretion. Sponsor reserves the right, at its sole discretion, to substitute a prize of greater or equivalent monetary value if a prize cannot be awarded as described for any reason. Prizes will be delivered to verified winners only to one (1) address in Canada. Sponsor will not replace any lost or stolen prizes. Any other costs or expenses associated with the prizes not specified herein will be the responsibility of selected winners. If a prize (or portion of a prize) is unavailable, Sponsor reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and specification, subject to any written directions of a regulatory authority.

4. Winner Selection

Odds of being selected depend on the number of eligible entries received during the Contest Period. The draw conductor may draw reserve winners in case of ineligible or invalid entries. If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day.

5. Selected Entrant Verification and Prize Claim Conditions

In order to be declared a winner, selected entrant(s) must: (i) respond to notification of selection within five (5) business days of first attempt to contact by Sponsor; (ii) correctly answer a time-limited mathematical skill-testing question without assistance of any kind, whether mechanical or otherwise, to be administered by telephone at a mutually convenient time; (iii) if required, sign and return to Sponsor, within five (5) business days of it being sent by Sponsor, a written declaration and release form, releasing the Promotion Entities from any liability in connection with this Contest or the use, misuse, awarding or possession of any prize (the "**Release**"); and, (iv) otherwise comply with these Rules.

Return of any prize or winner notification as undeliverable, inability to reach selected entrant or failure of selected entrant to respond to notification within five (5) business days of first attempt to contact by Sponsor or Sponsor's agent, failure to provide proof of eligibility (if requested), Release, or other required documentation in a timely manner, failure to correctly answer the skill-testing question, or other non-compliance with these Rules may result in disqualification, forfeiture of the prize and, at Sponsor's sole discretion, selection of an alternate eligible entrant for the forfeited prize in accordance with these Rules, who will be subject to disqualification in the same manner.

Sponsor reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by Sponsor to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that

allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.

6. Right to Void / Terminate / Suspend / Modify

Sponsor reserves the right to terminate, suspend or modify this Contest, in whole or in part, at any time and without notice or obligation if, in Sponsor's sole discretion, any factor interferes with its proper conduct as contemplated by these Rules. Without limiting the generality of the foregoing, if the Contest, or any part thereof, is not capable of running as planned for any reason, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, programming errors, or technical failures, which, in the sole discretion of Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, Sponsor may, in its sole discretion, void any suspect entries and: (a) terminate the Contest, or any portion thereof; (b) modify or suspend the Contest, or any portion thereof, to address the impairment and then resume the Contest, or relevant portion, in a manner that best conforms to the spirit of these Rules; and/or (c) award the prizes from among the eligible, non-suspect entries received up to the time of the impairment in accordance with the winner selection criteria discussed above.

If a prize is provided to Sponsor by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not Sponsor. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Rules, to the extent of any inconsistency. Sponsor accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Rules or otherwise.

Sponsor reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process, the operation of the Contest, violates the Rules, or acts with intent to annoy, abuse, threaten or harass any other person.

7. Limitation of Liability and Releases

BY PARTICIPATING IN THIS CONTEST, ENTRANTS AGREE THAT SPONSOR AND THE PROMOTION ENTITIES HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) TO PERSONS OR PROPERTY RESULTING FROM THE CONTEST, INCLUDING THE ACCEPTANCE, POSSESSION, MISUSE OR USE OF THE PRIZE, OR THE MERCHANDISE FOR WHICH IT IS REDEEMED (IF APPLICABLE). FURTHER, BY PARTICIPATING IN THIS CONTEST, ENTRANTS AGREE THAT SPONSOR, CONTEST JUDGES AND PROMOTION ENTITIES HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) TO PERSONS OR PROPERTY RESULTING FROM: A) ENTRY OR PARTICIPATION IN THIS CONTEST, INCLUDING ACCESS TO AND USE OF ANY WEBSITE, OR B) ANY CLAIMS BASED ON PERSONALITY OR PRIVACY RIGHTS, DEFAMATION OR MERCHANDISE DELIVERY. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore such exclusions may not apply to you.

Without limiting the foregoing, Sponsor and the Promotion Entities, and any of Sponsor's other suppliers or contractors, shall not be responsible for: (a) any incomplete or inaccurate information that is caused by any of the equipment or programming associated with or utilized in the Contest, or by any technical or human error which may occur in the processing of submissions in the Contest; (b) lost, interrupted, or unavailable network, server, service provider, on-line systems, telephone networks or telephone lines, or any other connections; (c) the theft, destruction, loss or unauthorized access to, or alteration of, entries; (d) any problems with, or malfunctions or failures of, telephone networks or lines, computers or computer on-line systems, servers or providers, computer equipment, software, viruses or bugs; (e) garbled transmissions or miscommunications; (f) failure of any e-mail to be received by or from Sponsor for any reason, including but not limited to traffic congestion on the Internet or at any website or combination thereof or technical incompatibility; (g) damage to a user's computer equipment (software or hardware) occasioned by participation or downloading of materials related to this Contest; (h) printing, distribution, programming or production errors, and any other

errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise; or (i) technical, pictorial, typographical or editorial errors or omissions contained herein.

8. Protection Of Personal Information and Publicity Release

Sponsor and its authorized agents will collect, use, and disclose the personal information you provide when you enter the Contest for the purposes of administering the Contest and prize fulfillment. The entrants' personal information will be stored on Sponsor's database. Sponsor may use the entrants' personal information for future marketing purposes.

By accepting a prize, winner agrees to Sponsor's use of his/her name, city/province of residence, picture, biographical information, statements, voice and likeness in any advertising and publicity Sponsor and its respective successors, assigns and licensees may conduct relating to the Contest in any media or format, whether now known or hereafter developed, including but not limited to the World Wide Web, at any time or times in perpetuity, without further compensation or notice, and hereby releases Sponsor and the Promotion Entities from any liability with respect thereto. The winner also agrees to participate in and cooperate as required with all reasonable marketing and editorial activities relating to the Contest, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that Sponsor may use any such marketing and editorial material without further reference or compensation to them. For further information about Sponsor's privacy practices, please see Sponsor's Privacy Policy at: <https://www.michaelhill.ca/customer-service/privacy-security/privacy-policy.html>

9. General Conditions

Each entrant agrees to abide by and be bound by these Rules and all decisions of Sponsor, which shall be final and binding, without right of appeal, in all matters relating to this Contest and the awarding of the prize(s), including without limitation eligibility and/or disqualification of entries. All entries become the property of Sponsor and will not be returned and no correspondence will be made with or entered into except with selected entrant(s). Winning a prize is contingent on fulfilling all the requirements set forth herein. Mass entries, automated entries, entries submitted by third parties, and any entries or prize claims that are late, incomplete, fraudulent, illegible, unidentified or delayed will be void. All entries and prize claims are subject to verification. Proof of entry submission does not constitute proof of receipt. Entrants agree to abide by these Rules. Decisions of Sponsor and/or any independent Contest judging organization will be final and binding on all matters pertaining to this Contest. Contest is subject to all applicable federal, provincial and municipal laws. Void where prohibited. Sponsor reserves the right to correct any typographical, printing, computer programming or operator errors. Sponsor's failure to enforce any term of these Rules shall not constitute a waiver of that provision. The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. If any provision of the Rules is determined to be invalid or otherwise unenforceable, then the Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate or necessary to comply with applicable law. Should a winner make any false statement(s) in any document referenced above, the winner may be required to promptly return to Sponsor his/her prize, or the cash value thereof. **WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.**

In the event of a dispute as to the identity of the person who submitted any entry, the authorized account holder of the e-mail address submitted at registration will be deemed to be the entrant. The "**authorized account holder**" is the natural person assigned an e-mail address by an access provider, service provider, or other person or organization responsible for assigning e-mail addresses for the account associated with the submitted address. The potential winner may be required to show proof of being the authorized account holder.

10. Social Media

The Contest is in no way sponsored, endorsed or administered by, or associated with Facebook/Instagram. By entering, you completely release Facebook and Instagram of all liability in connection with this Contest.