

Instagram Competition Promotion Terms & Conditions

Official Rules

1. Information on how to enter forms part of these Official Rules. Entry into the competition is deemed acceptance of these Official Rules.
2. The Promoter is Michael Hill Group Services Pty Ltd (ACN 134 562 440) of 7 Smallwood Place, Murarrie QLD 4172, Australia.
3. Entry is open to persons over the age of 18 years and who have reached the age of majority in their jurisdiction of residence, legally resident in Australia, New Zealand, or Canada (excluding Quebec) and ordinarily resident in Australia, New Zealand, or Canada (excluding Quebec). Employees of the Promoter or any of its related bodies corporate, and their immediate families, are not eligible to enter.
4. Promotion Period. The promotion commences on Friday 22 January 2021 at 8:00 AEST and concludes on Sunday 31 January 2021 at 17:00 AEST.
5. Prizes. There will be a total of 1 winner determined by the Promoter's appointed judges. One entry per person. There is one prize available to be won consisting of one Michael Hill silver & diamond flower ring (SKU: 17739535) of a retail value of AU\$499. Any ancillary costs (excluding postage) associated with redeeming the prize are not included which will be the responsibility of the winner. Prize cannot be transferred or redeemed for cash, except at Promoter's sole discretion. Once the prize has left the Promoter's premises or the dispatch point operated by a third party under the Promoter's instruction, the Promoter takes no responsibility for prizes damaged, delayed or lost in transit.
6. Judging. This is a game of skill; chance plays no part in determining the winner. Each valid entry will be individually judged based on creativity (33.4%), originality (33.3%) and suitability to Promotor's brand (33.3%) ("Judging Criteria") by a panel of judges appointed by the Promoter, within 2 business days of the end of the Promotion Period. The entrant with the highest score based on the Judging Criteria will be selected as the potential winner. In the unlikely event of a tie, the entry with the highest score under the category of creativity among the tied entrants will be deemed to be the winner. Prospect of winning will depend on the entrants' skill in satisfying the Judging Criteria. Judging will be conducted at the Promoter's head office at 7 Smallwood Place Murarrie, QLD Australia (or another location as deemed appropriate and reasonable in the circumstances). The Promoter's decision is final and no correspondence will be entered into.
7. Notification. Winner will be announced, within 2 business days of the winner being determined by having their name published on the Michael Hill Instagram page. The Promoter will contact the winning entrant with details of how to collect the prize.
8. Claiming the prize. Winner must claim their prize within 10 business days of their details being published, and the winner being notified, in accordance with section 7. If a prize remains unallocated or unclaimed after 10 business days, the entrant whose entry is judged the next best entry as determined in accordance with section 6 out of the remaining entries will be the potential winner of the prize. In the event of a re-judged winner, the winner will be notified on the 11th business day after the notification of the first winner in the manner set out in section 7. 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.
9. Entry Method: No purchase is necessary but internet access is required. Entrants may enter as many times as they wish, however each entry must be an original work created by the entrant and each entry must be unique. To enter, eligible entrants must, during the Promotional Period:
 - (a) follow @michaelhillj on Instagram (<https://www.instagram.com/michaelhillj/>);
 - (b) publicly share a comment that reflects why your love is everlasting; and
 - (c) tag one or more accounts in your comment.
10. The time of entry will in each case be the time that the conditions of section 9 are completed and will be AEST. The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason whatsoever. Proof of entry does not constitute proof of receipt.
11. Eligible entries. To be an eligible and valid entry, each entry (including the associated responses) must:
 - (a) be an original creation of the entrant
 - (b) comply with all applicable laws
 - (c) only depict persons who have provided their consent to appear in that entry, and in the case of persons under the legal age of majority (and at a minimum 18 years of age) their legal guardian's consent, and that those persons (or legal guardians as the case may be) understand and agree with how their information may be used under these terms, and must not:
 - (d) contain any false statement

- (e) be a mass or automated entry, or submitted by a third party
 - (f) contain any objectionable content, profanity, or potentially insulting, offensive, inflammatory or defamatory statements
 - (g) depict unlawful or illegal activity
 - (h) be fraudulent, misleading, deceptive or has, or has the potential to, damage the goodwill or reputation of the promotion and/or the Promoter
 - (i) violate the intellectual property, privacy, or any other right of any third party
 - (j) be illegible or incomplete or incorrect in any way.
- Any entry that does not satisfy the above criteria will be void.
12. By entering this promotion, the entrant warrants that:
 - (a) the details provided to the Promoter are true and correct
 - (b) each entry submitted is a valid and eligible entry and complies with section 11 and these Official Rules
 - (c) they have all necessary rights to enable them to accept these Official Rules and grant the rights contained in these Official Rules to the Promoter.
 13. The entrant agrees to indemnify the Promoter against any loss, damage or claim for compensation resulting from the entrant's breach of any of the warranties contained in section 12.
 14. Ownership of entries. All entries, including the associated information, become the property of the Promoter. Each entrant hereby grants all right, title and interest in, and to all copyright in, any material created pursuant to the entrant's participation in any aspect of the competition including the entry (Works) and waives any and all moral rights therein. The entrant acknowledges that the Promoter is free to use the Works in any media and to exercise its rights in relation thereto and the entrant will not be entitled to notice, nor to any fee for such use. Each entrant hereby consents to the Promoter using the entrant's name, likeness, image and/or voice in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter. The entrant may be required to sign a document to these effects.
 15. The Promoter, its related bodies corporate, and their associated agencies, takes no responsibility, and shall not be liable, for:
 - (a) any entry that has been posted incorrectly
 - (b) any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize except for any liability which cannot be excluded by law
 - (c) any incorrect or inaccurate information, either caused by the device user or for any of the equipment or programming associated with or utilised in this promotion, or for any technical error, or any combination thereof that may occur in the course of the administration of this promotion including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries
 - (d) 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.
 16. The Promoter reserves the right to request winner to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity (including phone number and email address) 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 in the absolute opinion of the Promoter, the winner will forfeit the prize in whole and no substitute will be offered.
 17. The Promoter reserves the right, at any time, to: verify the validity of entries; disqualify any entry which does not, in the Promoter's opinion, meet the eligibility criteria; disqualify any entrant who tampers with the entry process or who submits an entry that is not in accordance with these Official Rules.
 18. 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 Official Rules 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.
 19. The Promoter reserves the right to refuse to allow the winner to take part in any or all aspects of the promotion, 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 any publicity activity. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form to be determined by the Promoter in its absolute discretion.

20. Promoter reserves the right to correct any typographical, printing, computer programming or operator errors.
21. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
22. The Promoter 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.
23. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
24. 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 Rules, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, an epidemic or pandemic, the Promoter may in its absolute discretion cancel the competition and or amend the days and/or times of the draw or notification of the winner.
25. 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.
26. The Promoter is collecting the entrant's personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying any winner). The entrant's personal information may be disclosed/transferred for this purpose. Please see the Privacy Collection Statement below.
27. The promotion and these Official Rules shall be governed by Australian law and the courts of Australia shall have non-exclusive jurisdiction to hear and determine all issues and disputes that may arise in relation to this promotion or these Official Rules. Entrants submit to the jurisdiction of the Australian courts and agree that the Australian courts are a convenient forum in which to resolve any issue or dispute concerning this promotion.
28. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, then the Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.
29. Should a winner make any false statement in any entry or document referenced in these Official Rules, or a winning entry be later found to breach the requirements of these Official Rules, the winner may be required to promptly return to Promotor their prize, or the cash value thereof.

Privacy Collection Statement

As part of your entry to the promotion, you agree to your personal information being collected by the Promoter and used in accordance with the Promoter's Privacy Policy (which is available from the Promoter's website <http://www.michaelhill.com.au/privacy.html>, <http://www.michaelhill.co.nz/privacy.html> or <http://www.michaelhill.ca/privacy.html> or on request from the Promoter) and the following Privacy Collection Statement:

- a. You can contact us at as above or write to us at 7 Smallwood Place, Murarrie Q 4172, Australia;
- b. the Promoter may use the details it collects from you, including any email address you give to us, in relation to your participation in the promotion, for your entry into the promotion, any promotional and publicity purposes and to send you information and direct marketing communications about our products, services, events, offers or any other activities (including third party products, services, offers and events) which we consider may be of interest to you;
- c. we may disclose the information provided in accordance with your entry into this promotion to third parties that are related to or affiliated with the promotion, such as any participating store;
- d. the Promoter's Privacy Policy <http://www.michaelhill.com.au/privacy.html>, <http://www.michaelhill.co.nz/privacy.html>, <http://www.michaelhill.ca/privacy.html> also sets out the process as to how you can access and correct any of your personal information collected in relation to the promotion as well as to how you can make a complaint in relation to the Promoter's handling of your personal information;
- e. it is possible that some of the information collected via this form may be disclosed to our IT service providers who may utilise data hosting facilities outside of Australia or other third parties that assist Michael Hill in providing its products and services to you, and you consent to your information being disclosed to a destination outside Australia for this purpose, as otherwise set out in our Cross Border Disclosure Table http://www.michaelhill.com.au/cross_border_table.html.

http://www.michaelhill.co.nz/cross_border_table.html, http://www.michaelhill.ca/cross_border_table.html,
and you understand and acknowledge that Australian Privacy Principle 8.1 will not apply to such disclosures of your personal information.