

**Michael Hill Jeweller (Australia) Pty Ltd**  
**“Make Mum’s Day” 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.
2. The Promoter is Michael Hill Jeweller (Australia) Pty Ltd ACN 003 181 333 of 7 Smallwood Place, Murarrie Queensland 4172.
3. Entry is open to all residents of Australia aged 18 years or over. However, employees and their immediate families of the Promoter or of any of the Michael Hill group of companies are not eligible to enter.
4. The competition commences on Tuesday 4 April 2017 at 00:01 (AEST) and concludes on Thursday 4 May 2017 at 23:59 (AEST).
5. The competition will be advertised online.
6. This game of chance is based on participants receiving one (1x) automatic entry at the completion of the entry form accessible online at <http://www.michaelhill.com.au/win>, including entrants personal contact details. Limit one entry per person. By entering the Promotion, entrants consent to receive promotional emails from the Promoter. Entrants may opt-out at any time from receiving further promotional emails from the Promoter by following the instructions in each email.
7. 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 (including 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, the winner will forfeit the prize in whole and no substitute will be offered.
8. The Promoter reserves the right to verify the validity of entries and to disqualify any entry which, in the opinion of the Promoter, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, 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 the 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 the Promoter. The Promoter reserves the right to disqualify a winner if the Promoter becomes aware that the winner and/or the winner’s entry is of a type described in this clause.
9. Entries must be received by Thursday 4 May 2017 at 23:59pm (AEST).
10. The time of entry will in each case be the time the entry form is submitted to the Promoter’s database. The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.
11. Any entry that is made on behalf of an Entrant by a third party will be invalid.
12. The prizes include one \$500 credit to use in any Michael Hill Australian store or one of 5 \$100 Michael Hill gift cards or one of 25 pairs of stud earrings with dark blue cubic zirconia in sterling silver SKU 14316081 with a ticketed price of \$35AUD each.
13. Mother’s Day Competition \$500 credit and gift card prizes are valid for redemption on full price items, purchased in a single transaction between Friday 5 May 2017 and 16 June 2017 in Michael Hill Australian stores only. Prizes cannot be redeemed online or used against a prior purchase or combined with any other offer or voucher, is not valid on trade ups, or on the purchase of Professional Care Plans.
14. Prizes are not transferable or redeemable for cash and cannot be used as a deposit for a layby or credit options. Mother’s Day Competition does not contain any stored value and any unused portion

is relinquished at the time of redemption. If items require re-sizing outside our guidelines, a special order may be required which can be subject to delays. No refunds are available for items purchased using one of these prizes.

15. Total prize value is AU\$1,875 plus GST.
16. Prizes cannot be transferred or redeemed for cash.
17. Prize value is based upon the recommended retail price at the time of printing (exclusive of GST). The Promoter accepts no responsibility for changes in prize value between now and the ultimate prize redemption date.
18. Unless expressly stated in these terms and conditions all other expenses (including insurance, travel to and from the store of purchase) become the responsibility of the winner.
19. 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 Regulation.
20. Once prizes have left the Promoter's premises, the Promoter takes no responsibility for prizes damaged, delayed or lost in transit.
21. By accepting the prize, the winner agrees to participate in and co-operate as required with all reasonable media editorial requests relating to the prize, including but not limited to, being interviewed, photographed and filmed.
22. 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.
23. 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 Michael Hill, 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.
24. 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.
25. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
26. Each valid entrant who has entered the competition over the duration of the promotional period will be entered into the draw. One (1x) valid entrant will be drawn at random to become the grand prize winner. Five (5x) valid entrants will be drawn at random to become the second prize winners. Twenty-five (25x) valid entrants will be drawn at random to become stud earrings prize winners. The draw will take place at Michael Hill Jeweller (Australia) Pty Ltd at 7 Smallwood Place, Murarrie Queensland 4172 on Friday 5 May 2017 at 12:00 midday (AEST).
27. Winners will be notified by email within two (2) business days of the draw, and must follow the instructions contained in the notification to claim a prize. Winners will have their details published online at <http://www.michaelhill.com.au/win>.
28. The grand prize will be available for collection from the winner's local Michael Hill store where a representative of the Promoter will be present. The second prize (gifts cards) and stud earrings will be sent by standard mail to the winner's address or will be available for collection from the winner's local Michael Hill store where a representative of the Promoter will be present. The method of prize collection (shipping or store collection) for the second prize is at the Promoter's discretion.

29. Prizes will only be awarded to the person named in the entry.
30. 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 the Promoter.
31. Subject to any direction given under relevant State legislation, an unclaimed prize draw will take place at Michael Hill Jeweller (Australia) Pty Ltd at 7 Smallwood Place, Murarrie Queensland 4172 on 19 August 2017 at 12:00 midday (AEST). The winners will be notified within 2 days of the draw. The winners will be notified of their prize in by email. Winners of prizes valued over \$250 will have their details published in the Public Notices section of The Australian newspaper by Thursday 1 June 2017.
32. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the Competition result.
33. It is a condition of accepting the prize that the winner must comply with all the Promoter's requirements.
34. 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.
35. 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 directions given under State Regulation.
36. The Promoter shall not be liable for 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/s except for any liability which cannot be excluded by law. The Promoter is not responsible for any incorrect or inaccurate information, either caused by the phone user or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition 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.
37. 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.
38. The Promoter and its 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.
39. 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 direction given under State Regulation.
40. All entries become the property of the Promoter. The Promoter collects personal information about you to enable you to participate in this promotion.

41. 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.
42. 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 the winner). The entrant's personal information may be disclosed for this purpose. If you are not willing for this to occur you cannot participate in the promotion.
43. Entrants' personal information may be disclosed to State and Territory lottery departments and winners' names published as required under the relevant lottery legislation. For purposes of public statements and advertisements the Promoter will only publish the winner's surname, initial and state. A request to access, update or correct any information should be directed to the Promoter. By entering the promotion, entrants consent to the Promoter collecting their personal information to distribute marketing material via electronic messages and calls from the Promoter, Michael Hill, about products, promotions, events and offers. The collection, use and disclosure of personal information provided in connection with this promotion is governed by Michael Hill 's Privacy Policy (please go to <http://www.michaelhill.com.au/customer-service-privacy-security/privacy-policy.html> for location of Michael Hill Privacy Notice). You give the Promoter your consent until you choose to unsubscribe which you can do at any time at [online@michaelhill.com.au](mailto:online@michaelhill.com.au). 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. Michael Hill International Limited and other Michael Hill related companies may also send you messages on behalf of Michael Hill Jeweller (Australia) Pty Ltd.

Authorised under NSW permit no: LTPS/17/12904.