

Michael Hill Diamond's fit for a Princess Terms and Conditions

Part A: Key terms for this Competition

- 1 **Introduction:** Each entrant must agree to these terms and conditions ('**Terms**') as a condition of entering this competition ('**Competition**'). By entering the Competition you agree that you have read, understood and accepted all of these Terms.
- 2 **Organiser:** The organiser of this Competition is Michael Hill International Limited ('**Michael Hill**'). The Competition will be conducted through www.michaelhill.co.nz/graceofmonaco or another website address determined by Michael Hill ('**Competition Page**').
- 3 **Eligibility:** A person is eligible to enter and may only enter the Competition if that person:
 - a is ordinarily resident in New Zealand;
 - b is eighteen (18) years of age or older; and
 - c is not an employee (or an immediate family member of an employee) of Michael Hill.
- 4 **Prize:** There is one (1) prize to be won, consisting of a diamond pendant (sku 11612391) and diamond earrings (sku 11459071) supplied by Michael Hill, with a retail value of approximately NZ\$8,200 ('**Prize**').
- 5 **Competition period:** The Competition opens at 7.30am NZST on Wednesday 14 May 2014. All entries must be received by Michael Hill by 11:59pm NZST on Sunday 15 June 2014 ('**Closing Date**').
- 6 **How to enter:** No purchase is necessary to enter the Competition. To enter the Competition, each entrant must, before the Closing Date:
 - a on the Competition entry form available through the Competition Page:
 - i provide his or her full name, email address, city, telephone number, and all other information requested;
 - ii answer the following Competition question, in twenty five (25) words or fewer: "*Tell us your favourite Grace Kelly film, and why*" ('**Submission**'), in accordance with the Submission Guidelines set out in paragraph 7 below;
 - b sign up to Michael Hill's mailing list by checking the necessary box on the Competition Page. An entrant may unsubscribe from Michael Hill's mailing list at any time, but doing so prior to the Closing Date will invalidate that entrant's entry; and
 - c submit the completed Competition entry form through the Competition Page.
- 7 **Submission Guidelines:** By participating in the Competition and completing the Competition entry form, each entrant warrants and represents that his or her Submission:
 - a is an original work created solely by the entrant, in which the entrant owns all relevant rights including copyright. A pre-existing work of a third party that has been copied or altered is not an 'original work' for the purposes of the Competition;

- b does not infringe the intellectual property rights, or publicity or privacy rights of any person, living or deceased;
- c does not use any brand name, trade name, or trade mark of any third party;
- d is suitable for family audiences and for display and communication to the public on the Competition Page. Without limiting the generality of the foregoing, Submissions must not contain any content that promotes unlawful behaviour, is political in nature, contains profanity, is sexuality explicit, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, offensive or objectionable;
- e has been created specifically for this Competition, and has not been previously published, or entered in any other competition;
- f is consistent with Michael Hill's corporate image, as determined by Michael Hill in its sole discretion; and
- g complies with all of these Terms.

Each entrant indemnifies Michael Hill against all claims threatened or brought against Michael Hill, and all third party and costs incurred by Michael Hill, arising from any breach of the foregoing warranties and representations.

- 8 **One entry per person:** No person may submit more than one entry for the Competition.
- 9 **Consent to marketing:** By entering this Competition you consent to Michael Hill's collection, use, and storage of the information contained in the Competition entry form for Michael Hill's business purposes, including storing such information comprised in the Competition entry form in one or more Michael Hill marketing databases. You also agree to receive marketing communications, updates, and special offers from Michael Hill. You may unsubscribe from email marketing communications by using the unsubscribe link that is provided in the relevant communication.
- 10 **How to win:** Each eligible entry for the Competition will be reviewed and judged on literary merit (50%) and creative merit (50%) ('**Judging Criteria**') by a judge or panel of judges appointed by Michael Hill. For a period of seven (7) days after the Closing Date ('**Judging Period**'), the judge or judges will review the eligible entries according to the Judging Criteria and select one (1) winner ('**Winner**'). The judge or panel may decide in its sole discretion not to award a prize if no suitable entry is considered suitable for selection. The likelihood of an entry being selected will depend on a combination of:
 - a the total number of eligible entries received; and
 - b the skill exhibited by the entrant in satisfying the Judging Criteria.
- 11 **Notification of Winner:** Michael Hill will attempt to contact the Winner following the Judging Period using the details provided through the Competition entry form and may require the Winner to follow further instructions in order to claim the Prize.

- 12 **Claiming the Prize:** To claim the Prize, the Winner must, within 72 hours of Michael Hill's first attempted communication with the Winner under paragraph 11, respond to Michael Hill as instructed by Michael Hill and provide upon request:
- a proof of the entrant's identity, age, and residence in New Zealand; and
 - b a valid residential address details to which Michael Hill may send the Prize.
- 13 **Collection of the Prize:** The Prize will be couriered to the address provided by the Winner in accordance with paragraph 12. Alternatively Michael Hill may require the Winner to collect the Prize from the Michael Hill store nearest to the Winner's residential address within 14 days of the Winner claiming the Prize under paragraph 12.

Part B: General terms for this Competition

- 14 **Failure to claim Prize:** If the Winner does not claim or collect the Prize and provide all necessary documentation or information upon request in accordance with paragraph 12 or 13 (as the case may be), that Winner will forfeit the Prize, in which event Michael Hill may retain or reallocate the Prize at Michael Hill's discretion.
- 15 **Rights and responsibility of Michael Hill:** Michael Hill assumes no responsibility for any error, omission, interruption, deletion, defect, failure, malfunction, alteration, delay in delivery, operation or transmission, theft, or other circumstances of any kind, which may affect an entry or an entrant's participation in the Competition. Michael Hill, in its sole discretion, may disqualify any entry that Michael Hill considers to be incomplete, forged, or otherwise tampered with in any way, or made by automating or manipulating the entry process or in any other way that Michael Hill considers to be inappropriate. Michael Hill reserves the right to verify the validity of entries by making such enquiries as Michael Hill considers appropriate.
- 16 **Expenses related to Prize:** The Prize consists solely of the items identified in paragraph 4. Any expenses and taxes related to the Prize are the sole responsibility of the Winner. The Winner should seek independent tax advice prior to claiming the Prize.
- 17 **Decisions:** Michael Hill's decisions regarding all aspects of this Competition including, without limitation, decisions regarding the eligibility of entries, the conduct of the Competition, the interpretation of these Terms, and the allocation of the Prize, are final and not subject to challenge. Accordingly no correspondence will be entered into. To the maximum extent permitted by law:
- a no decisions of Michael Hill may be challenged on any grounds, including (without limitation), due to any alleged or actual failure of Michael Hill or the judge to act reasonably, in good faith, or fairly; and
 - b the decisions of Michael Hill will remain binding and final even if those decisions are challenged on any ground that they are wrong for any reason.
- 18 **Cancellation, changes or substitution:** Michael Hill reserves the right at any time to cancel this Competition, or to supplement or change any condition of this Competition, without notice. Michael Hill reserves the right to substitute the Prize (due to unavailability or for any other reason) with a different Prize of equal or greater monetary value.

- 19 **Entrants' publicity:** By entering into this Competition, each entrant:
- a consents to his or her Submission being adapted, amended, edited and modified by Michael Hill, and waives all rights, including moral rights, in and to his or her Submission, without notice or compensation; and
 - b consents to his or her name and Submission being reproduced, published, copied, communicated and otherwise used by Michael Hill for advertising, publicity and promotional purposes through any media, including the Internet, Facebook, any television programme, video recording, printed or electronic materials, or any other channel or medium deemed appropriate by Michael Hill, throughout the world in perpetuity and without the need for any reward or compensation.
- 20 **Winner's publicity:** By entering into this Competition, the Winner:
- a agrees to be interviewed and photographed, and agrees to be available for interviewing, photography and for other public relations and promotional activities associated with this Competition, as requested by Michael Hill;
 - b consents to his or her photograph, likeness and interview being reproduced, published, copied, communicated and otherwise used by Michael Hill for advertising, publicity and promotional purposes through any media, including the Internet, Facebook, any television programme, video recording, printed or electronic materials, or any other channel or medium deemed appropriate by Michael Hill, throughout the world in perpetuity and without the need for any reward or compensation; and
 - c agrees that his or her Submission, photograph, likeness, or interview may be used on behalf of Michael Hill for any purposes deemed appropriate by Michael Hill and agrees to sign a release form confirming the foregoing upon request.
- 21 **Privacy:** Personal information provided by each entrant may be stored and used by Michael Hill:
- a for the purposes of conducting the Competition;
 - b for additional purposes associated with Michael Hill's business (such as research, promotion, or marketing activities to provide entrants with information and promotional material about goods or services).
- The collection, use, and disclosure of personal information provided in connection with the Competition are governed by Michael Hill's Privacy Policy. Michael Hill's Privacy Policy may be viewed at <http://www.michaelhill.co.nz/customer-service-privacy-security/privacy-policy.html>. An entrant may request access to, or correction of, personal information held by Michael Hill about that entrant by writing to Michael Hill at 7 Smallwood Place, Murrarie, Brisbane, QLD 4172 Australia. Personal information will not otherwise be used or disclosed by Michael Hill, except as required or permitted by the New Zealand Privacy Act 1993 or other applicable laws.
- 22 **Warranties:** To the maximum extent permitted by law, Michael Hill (and its subsidiaries, related companies, associated entities, employees, contractors and agents) disclaim all

guarantees, warranties, and representations of any kind (whether express, implied or statutory) in respect of this Competition, the Prize, and the claiming and use of the Prize.

- 23 **Liability:** Claiming and use of the Prize is at the Winner's own risk and is solely his or her responsibility. To the maximum extent permitted by law, Michael Hill (and its subsidiaries, related companies, associated entities, employees, contractors and agents) shall not be liable for any personal injury, loss, damage (whether direct or indirect), cost, or expense howsoever caused to any person (including through negligence or breach of statutory duty) arising out of or in connection with:
- a this Competition, the Prize, or the claiming or use of the Prize;
 - b any acts or omissions of Michael Hill;
 - c any act of God, or other event or occurrence beyond the control of Michael Hill.
- 24 **Breach of Terms:** If an entrant breaches any of these Terms Michael Hill may disqualify that entrant from the Competition and the Prize may be withheld or withdrawn, in each case at the discretion of Michael Hill.
- 25 **Governing Law:** This Competition and these Terms shall be governed by New Zealand law and the courts of New Zealand shall have non-exclusive jurisdiction to hear and determine all issues and disputes that may arise in relation to this Competition or these Terms. Entrants submit to the jurisdiction of the New Zealand courts and agree that the New Zealand courts are a convenient forum in which to resolve any issue or dispute concerning this Competition or these Terms.