

Instagram Giveaway – Game of Skill

“Instagram Giveaway” 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:
 - (a) Michael Hill Jeweller (Australia) Pty Ltd ACN 003 181 333
 - (b) Michael Hill Jeweller (Canada) Ltd Co.
 - (c) Michael Hill Jeweller Limited Co. No. 106106
3. Entry is open to persons ordinarily resident in Australia, New Zealand and Canada (excluding Quebec) over the age of 18 years old and a legal resident of, ordinarily resident in, Australia, New Zealand or Canada (excluding Quebec). 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. This is a game of skill; chance plays no part in determining the winner.
5. Judging Criteria; each valid entry will be individually judged based on creativity (33.3%), originality (33.3%) and suitability to Promotor's brand image (33.3%) by judges appointed by the Promoter. 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. Chances of winning will depend on the entrants' skill in satisfying the Judging Criteria.
6. The promotion commences on Monday 21 September 2020 at 8:00 AEST and concludes on Sunday 27 September 2020 at 23:59 AEST (the Promotional Period). This competition will run as follows during the Promotional Period:
 - Prize (total quantity: 1 ring): SKU 16055933 - Ballerina Ring with 0.75 Carat TW of Diamonds & Morganite in 10ct Rose Gold approx. retail value \$2,799 AUD RRP commences:
 - Australia: 21 September 2020 08:00 AEST and concludes 27 September 2020 23:59 AEST – winner announced by 17:00 AEST 29 September 2020.
 - New Zealand: 21 September 2020 10:00 NZDT and concludes 28 September 01:59 NZDT – winner announced by 19:00 NZDT 29 September 2020.
 - Canada: 20 September 2020 18:00 EST and concludes 27 September 2020 09:59 EST – winner announced by 03:00 EST 27 September 2020.
7. The competition will only be advertised online.
8. Entry Method: No purchase is necessary but internet access and an Instagram account is required. Entrants may enter as many times as they wish, however each submission must be an original work created by the entrant. To enter, eligible entrants must, during the applicable Promotional Period:
 - (a) follow @michaelhillj on Instagram (<https://www.instagram.com/michaelhillj/>);
 - (b) publish a comment on the relevant 'Instagram Giveaway' Instagram post published by @michaelhillj (<https://www.instagram.com/michaelhillj/>) during the applicable Promotional Period; and

- (c) include in the comment set out above at section 8(b) a response to the entry question detailed in the caption of the relevant Instagram post.
9. Entrants can only enter from one personal Instagram account which can be either be in public or private mode. Each entry must be an original creation of the entrant, and must not violate the intellectual, privacy, or any other rights of any third party.
 10. The Promoter may share any responses contained on the Instagram Giveaway Instagram post published on <https://www.instagram.com/michaelhillj/>, without the entrant's consent, on any social media or websites used by the Promoter, which includes the Michael Hill Facebook page (<https://www.facebook.com/MichaelHillJ/>) and the Michael Hill websites (www.michaelhill.co.nz, www.michaelhill.com.au, and www.michaelhill.ca).
 11. There will be 1 winner (total) chosen from all eligible entrants from Australia, New Zealand, and Canada (as described in section 3) during the Promotional Period. Each winner will be determined out of those entries received during the promotional period of the Instagram Giveaway.
 12. The winner will be tagged and notified via a comment published by the @michaelhillj Instagram account on the relevant 'Instagram Giveaway' Instagram post. The winners may also be displayed on the Michael Hill Facebook page (<https://www.facebook.com/MichaelHillJ/>) and on the Michael Hill websites (www.michaelhill.co.nz, www.michaelhill.com.au, and www.michaelhill.ca) for a period of 28 days after the decision is made.
 13. Winners must email online@michaelhill.com.au with their full name, phone number, and the postal address to which the prize will be sent.
 14. It is the entrant's responsibility to adhere to the requirements of these Official Rules, the Instagram [Terms of Use](#), and the Promoter's website terms respectively. The Promoter will take no responsibility for any comment that has been posted incorrectly.
 15. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the daily competition result.
 16. Incomplete or incorrect entries will be deemed invalid.
 17. 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 social media handle 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, the winner will forfeit the prize in whole and no substitute will be offered.
 18. 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 Official Rules 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.
 19. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's decision is final and no correspondence will be entered into.

20. The time of entry will in each case be the time the entry response is published on the relevant post as advised to the Promoter by Instagram. The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.
21. Any entry that is made on behalf of an entrant by a third party will be invalid.
22. Total ticketed price of the prizes is = AUD \$2,799 (including GST). Any ancillary costs associated with redeeming the prize are not included. These are the responsibility of the winner.
23. Prize cannot be transferred or redeemed for cash.
24. Prize value is based upon the recommended retail price at the time of printing. The Promoter accepts no responsibility for changes in prize value between now and the ultimate prize redemption date.
25. The cost of postage of the prize is included. Unless expressly stated in these Official Rules all other expenses will be the responsibility of the winner.
26. 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.
27. Once the prize has left the Promoter's premises, the Promoter takes no responsibility for prizes damaged, delayed or lost in transit.
28. 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.
29. In consideration for the Promoter awarding the prize to the winner, the winner hereby grant a nonexclusive, worldwide license to the Promoter, granting 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 competition (Works), and waives any and all moral rights therein. The winner acknowledges that the Promoter is free to use the Works in any media and to exercise its rights in relation thereto and the winner will not be entitled to notice, nor to any fee for such use. The winner may be required to sign a document to this effect. [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.
30. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
31. Prize will be awarded to person controlling the Instagram account used to submit the winning entry. Michael Hill may require proof of control, in accordance with section 19.
32. The prize must be claimed within 7 days after the competition closes and the winner has been notified. If a prize remains unallocated or unclaimed, that prize will be awarded to an entrant whose entry is judged the next best entry as determined by the judging criteria in section 5 by the panel of judges appointed by the Promoter out of the remaining (excluding those entries submitted by the entrant who has not claimed the prize). 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 section 13.

33. 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 daily competition on the dates and in the manner described in these Official Rules, 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 or amend the days and/or times set out in section 6.
34. 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 device 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.
35. 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.
36. 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.
37. By entering this promotion, the entrant warrants that:
 - a) the details provided to the Promoter are true and correct; and
 - b) he or she has all necessary rights to enable the entrant to accept these Official Rules and grant the rights contained in these Official Rules to the Promoter.
38. 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 39.
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..
40. All entries become the property of the Promoter. 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.
41. To the extent permitted by applicable law, this 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.

42. The Promoter acknowledges that this promotion is in no way sponsored, endorsed, or administered by, or associated with, Instagram.
43. 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 Official Rules. Contest is subject to all applicable federal, provincial and municipal laws. Void where prohibited. Promoter re-serves the right to correct any typographical, printing, computer programming or operator errors. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. 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. Should a winner make any false statement(s) in any document referenced above, the winner may be required to promptly re-turn to Sponsor his/her prize, or the cash value thereof. **WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE COMPETITION 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.**
44. By entering the competition, entrants agree to fully release Instagram from any and all liability in connection with the promotion. This promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram.

Privacy Collection Statement under the *Privacy Act 1988*

As part of your entry to the “Instagram Giveaway” 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> or on request from the Promoter) and the following Privacy Collection Statement:

- a. the Promoter is Michael Hill Jeweller (Australia) Pty Ltd (ACN 003 181 333). You can contact us at online@michaelhill.com.au or write to us at 7 Smallwood Place, Murarrie Q 4172;
- 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 the Participating Stores;
- d. the Promoter’s Privacy Policy <http://www.michaelhill.com.au/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 and you understand and acknowledge that Australian Privacy Principle 8.1 will not apply to such disclosures of your personal information.