

TERMS & CONDITIONS

The Michael Hill Professional Care Plan (Plan) forms a binding legal contract between you and Michael Hill Jeweller (Australia) Pty Ltd ABN 82 003 181 333. By purchasing the Plan, you understand that it is a contract, acknowledge that you have the opportunity to read these Terms and Conditions (including the attached purchase receipt) and agree to be bound by them. The Plan is not a contract of insurance.

INSTRUCTIONS AND TO OBTAIN SERVICE

Provide your proof of purchase or photo ID to us and we will look up your care Plan for you instore.

WHAT IS COVERED BY THE PLAN?

The Plan covers a single purchased item and the Plan may be gifted once only. The Plan comprises a range of services and repairs for your item. Under the Plan, we will:

- professionally clean and inspect your item
- refinish and polish your item
- complete basic re-shaping of your ring or solid bangle
- rhodium plate your item once a year (for rhodium plated parts of items only)
- resize your ring once a year (within Michael Hill's product sizing standards - this may exclude certain styles that are not suitable for resizing)
- tighten your stone(s)
- reset your precious stone (but not supply it)
- re-tip your claws/prongs (but not re-build or replace)
- solder your chain or bracelet including shortening (lengthening is not permitted)
- tighten, repair or replace your clasp (except on hinged bangles)
- repair a worn bail on your pendant
- re-join tennis bracelet links, tighten or repair tennis bracelet clasps (length changes and clasp replacement are not permitted)
- provide earring post replacement or butterfly replacement
- re-align your earring post
- straighten or re-thread your earring post

The Plan covers parts (excluding diamonds and gemstones) and labour costs, up to the value of the recommended retail price of the item covered by the Plan. You will need to cover the cost of any parts or labour costs that exceed the value of the recommended retail price of the item. A Michael Hill representative will inform you of any additional costs before undertaking any services under the Plan.

WHAT IS NOT COVERED BY THE PLAN?

The Plan is limited to the services and repairs listed above. The following services or repairs are examples of what the Plan does not include:

- any repair work on the item undertaken by any jeweller or repairer that is not completed via Michael Hill
- additional preventative maintenance that isn't already included in the Plan
- minor cosmetic damage including scratches, peelings or dents
- re-shanking of rings
- damage from abuse, misuse, introduction of foreign objects into the item, tampering with claws/prongs, unauthorised modifications or alterations
- repair or replacement of damaged bangle hinges
- supply, replacement or repair of diamonds and gemstones
- lengthening of a chain or bracelet by soldering
- restringing of pearl necklaces and bracelets
- repairing dents in hollow chains, earrings, bracelets, bangles, earrings and pendants
- modification of the item that changes its original design

EXCLUSIONS

The Plan expressly excludes loss of use during the period the covered product is at a services facility or awaiting parts, damage or loss caused by third party actions beyond your control (including but not limited to forces of nature, fire, pandemic, industrial action, action by a government agency, collision, vandalism or theft) and incidental or other costs that result from any items or services or repairs included under the Plan.

AUSTRALIAN CONSUMER LAW

Our goods and services come with guarantees that cannot be excluded under Australian Consumer Law (ACL). For major failures with the service, you are entitled:

- to cancel your service contract with us; and
- to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major

failure, you are entitled to have the failure rectified in a reasonable time. If this is not done, you are entitled to a refund for the goods and to cancel the contract for the service and to obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

This Plan sets out various services offered and provided by Michael Hill which are in addition to your legal entitlement under Australian Consumer Law. The services provided under this Plan in no way limit your existing rights under the ACL.

TERM OF PLAN AND EXPIRY

The maximum term of your Plan is specified on the purchase receipt included as an attachment, and will be either three years or ten years. The Plan is active on the date of purchase and expires on the earlier of:

- the end of either the three year or ten year term (calculated from the date of purchase); or
- the original item associated with the Plan is replaced with another of equal or greater; or
- value in circumstances which would not be an ACL claim; or
- when you cancel this Plan; or
- when the total parts and labour costs reach the value of the recommended retail price of the product.

CANCELLATION

We will cancel your Plan:

- when your piece is reasonably deemed as unrepairable by a Michael Hill professional jeweller; or
- if you have any repair work undertaken by a repairer or jeweller that is not a Michael Hill professional jeweller.

You can cancel your Plan and receive a full refund any time within 30 days of the purchase date, provided that no services have been provided under the Plan.

Without limiting your rights under the ACL, you can also cancel your Plan at any other time during the term and no refund shall be payable to you. Once cancelled you will no longer receive services under the Plan.

To cancel, contact us by phone or email or visit us at any Michael Hill store with your ID.

RENEWAL

Please take your time to consider whether the Plan is appropriate for you and your item, as we do not offer renewals.

LIMIT OF LIABILITY

Without limiting our liability under the ACL, our total aggregate liability under the Plan is the purchase price paid for the product covered. In the event that the total aggregate value of all services provided under the Plan is equal to or exceeds the purchase price of the product, or the original product is replaced with another of equal or greater retail value in circumstances which would not be an ACL claim, all obligations under the Plan are deemed to be satisfied.

Important information – you must provide your purchase details.

The following important information in relation to your Plan is printed on the attached purchase receipt provided to you at the time of purchasing the covered product and this Plan: (a) your name; (b) term of the Plan; (c) date of purchase of the covered product and this Plan; (d) description of the product covered by this Plan; (e) purchase price of the product covered.

ELIGIBILITY

A Plan is not available for all items. Ask instore to see if a Plan can be purchased for that item.

PRIVACY

We take care to respect your privacy when you provide us your details to purchase and obtain services under this Plan. Visit michaelhill.com.au/privacy for more information.

MICHAEL HILL PROPOSAL GUARANTEE

For the purposes of this additional 60-day guarantee, an engagement ring is classified as any ring sold by Michael Hill. As New Condition means the ring must be in pristine condition with no damage, scratches, or signs of wear, and the ring must not have been resized (whether resized as part of the purchase or after purchase) or had any kind of work completed on it (under the Plan or by a non-Michael Hill jeweller). Michael Hill will determine in its discretion whether a ring is in As New Condition.

90 days is calculated from the first date the ring is collected from a store or delivered to you from Michael Hill. Your exchange must be for equal or greater value than the original ring, and any difference in cost must be paid by you.

Our Proposal Guarantee is in addition to, and in no way limits, your legal entitlement and existing rights under Australian Consumer Law. The terms of Michael Hill's 30-day Change of Mind policy continue to apply.