



2023 Terms and Conditions

CONDITIONS OF ENTRY

1. Information and instructions on "How to Enter", the information requested on the official entry form, official registration form and details in the invitation to enter form part of these Conditions of Entry. Participation in this promotion is deemed acceptance of these Conditions of Entry. The competition is open only to invitees, as selected by Promoters. All invitees must be associated with retail jewellers in Australia who do not actively promote the wholesale of diamonds or synthetic diamonds of diamonds to consumers. These invitees will receive their invitation to enter from DIAMOND GUILD AUSTRALIA. Jewellery pieces must be designed and made in Australia and be a new and original design not previously manufactured for sale or entered in another competition.
2. To register, submit your registration form via the online registration portal and submit payment of the total applicable via the secure online payment portal at diamondguild.com.au/awards2023. **(First entry FOC and AUD\$330 including GST thereafter for Diamond Guild Australia members or AUD\$330 including GST for non-Diamond Guild Australia members per entry)**. An acknowledgement email and receipt for your online payment will be sent via email to the email address provided to confirm your successful registration. Registration and fee payments must be received by 4.30pm AEST, 26 August 2023. The entrant will be provided with a notification from the Promoters letting them know that they have been deemed eligible to submit their entry into this promotion. For the removal of doubt, each piece and/or category entered into will be deemed a separate entry and will therefore require payment of a full registration fee.
3. To enter, send your jewellery piece and/or rendered design along with a hard copy of the completed official entry form via registered courier or deliver by hand to the attention of **DGA AWARDS C/- Suite 803, Level 8, 64 Castlereagh Street Sydney NSW 2000**.
4. Please submit separately **via Dropbox in a clearly labeled Folder** in the format ENTRANTS NAME/COMPANY NAME, CATEGORY, ENTRY NAME to the following email address 2023awards@diamondguild.com.au A digital copy of the completed entry form, a high resolution digital image of the piece on a white background, and a 60 second video including vox pop from the creator or designer explaining the inspiration for the design, why they love working with diamonds and why they have entered the 2023 Diamond Guild Australia

CONDITIONS OF ENTRY CONTINUED

Jewellery Awards as well as footage documenting the creation and completion of the piece.
Please submit a separate entry form and Dropbox Folder for each piece entered.

- 5.** Entries must be received between **Monday 28 August 2023 and no later than 3:00pm Thursday 31 August 2023**. Jewellery must be presented for entry in a **plain black jewellery presentation box with no brand name or makers' marks**. Once received by the Promoters and registered as a valid entry, the Promoters will ensure that the entry is kept in a safe, secure location until returned. All reasonable care for a promotion of this nature will be taken to ensure that entries are safe. Safe, secure location for storage of jewellery pieces will be determined by the Promoters at their complete discretion.

- 6.** The promotion commences Monday 28 August 2023 and closes 5pm on Tuesday 31 October 2023. Only entries that a) have successfully completed the online registration for entry and b) are accompanied by a completed entry form will be accepted as valid. Only one entry per jeweller per category is permitted. These awards are based on skill; chance plays no part in determining the finalists or winners. All pieces entered will be individually judged according to specific criteria. These criteria are based on the category requirements as outlined on the invitation for entry and judging will largely be based on design and style, but also on technical manufacture and innovation. If a jeweller intends to enter more than one category or requires an additional or replacement form, then please download an additional entry form from the diamondguild.com.au/awards2023 website. Only one entry per original entry form permitted. Photocopies will not be accepted. **Incomplete, inaccurate or illegible entries will be deemed invalid and will not be included in the judging.**

- 7.** Judges' decision in relation to all aspects of this promotion is final and binding on all who enter, and no correspondence will be entered into.

- 8.** The promotion will be judged by a panel appointed by Diamond Guild Australia. Judging will take place at a safe, secure venue as determined by the Promoters in its complete discretion and will begin Tuesday 5 September 2023.

- 9.** Prior to judging, all valid entries will be split into their respective categories. The pieces will be judged individually by each judge and awarded a score. A selection of the highest scoring entries in each category, as determined by the judges, will be deemed finalists. The winners of each category will each receive a trophy and certificate commemorating their award-winning status. Prize-winning awards are not transferable or exchangeable and cannot be taken as cash. No correspondence will be entered into. Jewellery pieces will be ready for return to the entrant by no later than Tuesday 31 October 2023. By entering the promotion, the entrant/owner of the Jewellery piece consents the use of the Jewellery piece in a potential exhibit for the promotion and use of the pieces for PR purposes during the judging and awards period. Use of the pieces includes (but is not limited to) photographic images of the pieces and filmed footage of the piece. Use of the piece in any feature (including but not limited to creative control of a feature) is determined by the Promoter at its complete discretion.

CONDITIONS OF ENTRY CONTINUED

10. Finalists will be notified of details of the awards in a form to be determined by the Promoters and will be provided with such details at the time of notification of finalists' success in having been selected.

11. All entries must be sent in via registered courier or delivered by hand. Each entrant must arrange for collection of their piece by courier or by hand on a date suitable to them from the Promoters (such a date must be on a business day that falls no sooner than Tuesday 19 September 2023, and no later than Thursday 31 October 2023, unless otherwise notified by the Promoters). **Independent insurance on the jewellery piece should be taken by the entrant.** The Promoters accept no responsibility for late, lost or misdirected mail or entries (or part thereof). All costs associated with sending the entry in by registered courier are the responsibility of the entrant. If return is to be arranged via courier please include a prepaid self-addressed Australia Post Platinum Express Courier satchel with your entry.

12. The Promoters reserve the right, at any time, to verify the validity of entries and entrants (including but not limited to an entrant's identity, age, place of residence and eligibility to enter this promotion) and to disqualify any entrant who submits an entry that is not in accordance with these Conditions of Entry or who tampers with the entry process. A finalist or winner may be required to sign a declaration confirming their eligibility to accept the award. Failure by the Promoters to enforce any of their rights at any stage does not constitute a waiver of those rights.

13. Finalists will be notified by email and mail using contact details provided in their entry. Winners will also be notified by email/mail using contact details provided in their entry.

14. By entering, the entrant consents to receipt of any email regarding the awards, and other emails which inform the entrant of the Promoters and sponsors products, services and events and to promote third-party goods and services it may be interested in.

15. Each entrant warrants that each entry (including entry form, jewellery piece, photograph and video content) submitted is an original artistic work of the entrant that does not infringe the rights of any third party. All entry forms, photographs and videos submitted become the property of Diamond Guild Australia. Imagery and videos will not be returned to any entrant. As a condition of entering into this promotion, each entrant agrees to assign all of their rights, title and interest (including copyright) in and to their imagery and videos to the Promoters. The entrant agrees to indemnify the Promoters against all claims and costs by third parties arising from a breach of the warranty set out in this condition. It is a condition of entry that the entrant provide the Promoters with all necessary permission enabling them to photograph any of the pieces submitted for entry and use these photographs and any of the entrants' imagery for any purposes at its discretion, including using any photographs and videos for future promotional, marketing and publicity purposes.

CONDITIONS OF ENTRY CONT'D

- 16.** Except for any liability that cannot be excluded by law, the Promoters (including their officers, employees and agents) exclude all liability (including negligence) for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion, including, but not limited to, where arising out of the following: a) any technical difficulties or equipment malfunction (whether or not under the Promoters' control); b) any theft, unauthorised access or third party interference; c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoters) due to any reason beyond the reasonable control of the Promoters; d) any variation in prize value to that stated in these conditions of entry; e) any tax liability incurred by a winner or entrant; f) participation in the promotion and/or g) redemption of a prize.
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- 17.** The jewellery piece will remain the property of the entrant/owner and is provided purely for the purposes of judging and will be returned to the entrant as per outlined in these terms and conditions. The ownership and responsibility of the piece will remain with the entrant at all times.
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- 18.** **The collection, use and disclosure of personal information provided in connection with this competition is governed by the Diamond Guild Australia Privacy Notice (located at www.diamondguild.com.au/privacy).**
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- 19.** The Promoters are Diamond Guild Australia Limited ABN 45 109 425 292 of DGA AWARDS C/- Suite 803, Level 8, 64 Castlereagh Street Sydney NSW 2000.
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