

# General Competition Terms & Conditions

1. These terms and conditions apply to all competitions featured in any of our publications or online services that are organised by Turq P.B.C. ("Turq") (or a third party on Turq's behalf).
2. By entering a competition entrants accept these terms and conditions together with any specific instructions and terms for such competition which may be mentioned in any electronic messages, or on the website, or communicated to entrants in any other way ("competition information"). Such competition information shall prevail in the event of there being any inconsistency between these competition terms and conditions and any competition information.
3. Turq may cancel or amend any competition, competition information, or these terms and conditions without prior notice. Any changes will be posted either within the competition information or these terms and conditions.

## Competition Entry

1. The competition is open to all residents of the United States. Turq may ask competition winners for proof of US residency and if a competition winner is unable to prove their residency to Turq's satisfaction (i.e. prove that they are physically present in the US for 183 days or more in the previous or current US tax year), Turq reserves the right to select an alternative winner. There is no minimum age limit unless specified otherwise in the competition information. However, entrants under the age of 18 must insert contact details of a parent or guardian when entering.
2. Where an entrant requires the details of his/her parent/guardian to be entered onto the entry forms, Turq may ask for proof of age and in all competitions evidence to verify the identity of that entrant at any time, and may use any channels and methods available to carry out checks of any details provided. Entrants may only enter the competition in their own name.

3. The opening and closing dates and times for entries are as indicated in the competition information. Any entries received before the opening and after the closing of the competition will be invalid and will not be entered into the competition.
4. By entering the competition entrants warrant that all information submitted by them is true, current, and complete. Entrants also warrant that they are the copyright owners of any copyright works submitted, e.g. photographs and drawings, and Incisive's use of such works (which you will permit) will not infringe the rights of any third party.
5. Any limit on the number of entries a person or household may make will be clearly stated in the competition information. Entries received that exceed this limit will be invalid and will not be entered into the competition.
6. Entries which include inappropriate language or deemed to be inappropriate by the Turq will not be accepted.
7. Neither Turq nor its servants, agents, nor any other party or organisation involved in the management, promotion, or administration of the competition or its entry routes or donation of prizes or their agents or subsidiaries involved in the competition will accept responsibility or liability for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, alteration of, or unauthorised access to entries, or entries lost or delayed whether or not arising during operation or transmission as a result of server functions (including but not limited to security functions by software used by Turq or any third party), virus, bugs, or other causes outside its control.
8. Entries submitted through agents or third parties or in bulk (i.e. more entries than a human being could submit in the time available without the use of software or other devices designed to make automated entries or, in the case of postal entries, more than one entry submitted under the same postage stamp) will not be accepted. Entrants may enter as many times as they like unless otherwise indicated in the competition information but no more than one prize per person per competition will be awarded.
9. Any entries which are incomplete, incorrect, inaudible, incomprehensible, or not received by Turq will be void.
10. In the event of any fault, mistake, misunderstanding or dispute concerning the correctness or acceptability of the entry or any answers given by entrants (if applicable), or the operation of any part of the competition,

network or phone system, the decision of Turq shall be final and no correspondence will be entered into.

11. Turq will not be liable to reimburse expenses incurred in making an entry in any competition. Where Turq decides in its sole discretion that an entrant is eligible for a refund, eligibility for refunds will be notified to relevant entrants. Turq reserves the right to refuse to refund when it suspects dishonest or fraudulent conduct on the entrant's part or where the entrant has not complied with the rules of the competition.

## Prizes

1. The prize is as specified in the competition information.
2. Turq reserves the right to select an alternative winner in the event that any and all requirements are not met.
3. The process for determining the winner of the prize is as indicated in the competition information. Where the winner is selected by a panel of subject-matter-experts. There is no specified timeline for the decision making process of this panel.
4. Entries will be judged by Turq by way of the criteria indicated in the competition information and, if required by law or regulation, an independent judge or a panel including one member who is independent of the competition's promoters and intermediaries.
5. Turq will attempt to notify the winner within 28 days after the selection date, or as otherwise indicated in the competition information, and where time is of the essence for such a period as Turq shall in its absolute discretion deem reasonable. He/she will be contacted on the phone number, by SMS text, or email address provided when entering the competition. The winner will have a specified fixed time period in which to claim his or her prize. If Turq is unable to notify the winner, or if the winner fails to respond within the fixed time period as specified and/or provide an address for delivery of the prize, this may result in forfeiture of the prize and Turq reserves the right to select an alternative winner in accordance with these terms and conditions and the competition information.
6. Turq may in its sole discretion refuse to provide a prize, or seek its recovery, in the event of non-entitlement under these terms or an entrant's breach of these terms, Turq's website terms of use, fraud, dishonesty, or other inappropriate or improper conduct including but not limited to the

use of technology which enables an entrant to evade charges or entry requirements.

7. Any entrant who enters or attempts to enter the Competition in a manner, which in Turq's determination is contrary to these terms and conditions or by its nature is unfair to other entrants may be removed from the Competition at Turq's sole discretion.
8. Turq reserves the right to modify, cancel, terminate or suspend the Competition in whole or in part, at its sole discretion, if it believes the Competition is not capable of being conducted as specified in these terms and conditions or in the event of a virus, computer bug or unauthorised human intervention or any other cause that is beyond the reasonable control of Turq that could corrupt or affect the administration, security, impartiality, or normal course of the Competition.
9. Turq reserves the right in its sole discretion to withhold delivery of the prize until such proof of eligibility and identity has been confirmed or if such proof is not produced on request or to disqualify the entrant from the competition.
10. Turq shall try to deliver the prize to the winner within 28 days from the date of the claim, unless otherwise specified to the winner. Delivery restrictions may apply. No cash equivalent (where applicable) or alternative prize will be given and the prize is non-transferable and non-exchangeable. However, Turq reserves the right to change the prize due to circumstances beyond its control or to offer an alternative of similar value.
11. In relation to all competitions, the first name and last name of the winner may be published by Turq and entrants grant to Turq a non-exclusive licence to use and publish their entry in any media for the purpose of announcing the winner.

## Data Protection and Publicity

1. Turq (or any third party nominated by Turq) may exercise its sole discretion to use the winner's (and (if applicable) their companion's) name, address, and image and their comments relating to the prize and competition experience for future promotional, marketing and publicity purposes in any media worldwide without notice or without any fee being paid.

2. By submitting their personal details, the entrant agrees to Turq processing those details in accordance with the purposes made known the entrant at the time of collection and in accordance with Turq's privacy policy. Any entrant who is entering the competition via e-mail may opt out of receiving any marketing communications from Turq by adding the word NOINFO at the beginning of the e-mail.
3. Turq shall comply with all applicable requirements, state and federal laws.

## Liability

1. Nothing in these terms and conditions shall exclude or limit Turq's liability for death or personal injury caused by their staff or supplier's negligence or for fraud. Subject to this, Turq cannot accept any responsibility for any damage, loss, injury or disappointment suffered by any entrant entering the competition or as a result of accepting any prize. Turq is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software failure of any email or entry to be received on account of technical problems or traffic congestion on the Internet, telephone lines or at any web site, or any combination thereof, including any injury or damage to entrant's or any other person's computer or mobile telephone related to or resulting from participation or downloading any materials in the competition.
2. Turq cannot promise that the services relating to the competition will be free from errors or omissions nor that they will be available uninterrupted and in a fully operating condition. These services may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons reasonably beyond the control of Turq. Turq will not be liable in the event that all or any part of the service relating to the competition is discontinued, modified or changed in any way.

## Standard terms

1. In the event that any entrant does not, or is unable to, comply with and meet these terms and conditions and the competition information, Turq shall be entitled at its sole discretion to disqualify such entrant, without any further liability to such entrant. In these circumstances, any prize(s) won by the entrant

may be forfeited and Turq reserves the right to reclaim any prize(s) already distributed to the entrant. Any entrant must comply with any directions given to him or her by Turq including but not limited to any and all relevant laws, rules and applicable regulatory codes.

2. The invalidity or unenforceability of any provision of these Terms and Conditions shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Terms and Conditions shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.
3. The promoter of the competition is Turq P.B.C., 28 Cameron Ave, Sommerville, MA 02144.
4. These terms and conditions were last updated on January 01 2020.