

General Competition Terms & Conditions

1. These terms and conditions apply to all user-generated content 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 user-generated content, users accept these terms and conditions together with any specific instructions and terms for such detailed information which may be mentioned in any electronic messages, or on the website, or communicated to users in any other way ("Issue Details"). Such information shall prevail in the event of there being any inconsistency between these terms and conditions and any Issue Detail information.
3. Turq may cancel or amend any Issue, Issue Detail information, content generated by users, or these terms and conditions without prior notice. Any changes will be posted either within the Issue Details information or these terms and conditions.

User-Generated Content

1. Entering user-generated content is open to all residents of the United States. Turq may ask users who have generated content for proof of US residency and if a user 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 remove their content, transfer any awards to an alternate user, and ban the violating user from the site. There is no minimum age limit unless specified otherwise in the detailed information. However, users under the age of 18 must insert contact details of a parent or guardian when entering user-generated content.
2. Where a user requires the details of his/her parent/guardian to be entered onto any forms, Turq may ask for proof of age evidence to verify the identity of that user at any time, and may use any channels and methods available to carry out checks of any details provided. users may only enter user-generated content in their own name.

3. The opening and closing dates and times for entering user-generated content tied to a specific Issue shall be indicated in the Issue Details information. Any entries received before the opening and after the closing dates will be invalid and will not be permitted on the site.
4. By entering user-generated content users warrant that all information submitted by them is true, current, and complete. users 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 detailed 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 are deemed to be inappropriate by Turq will not be accepted and if live on the site will be removed.
7. Entries which include hateful language, aim to cause harm, incite sedition, incite civil unrest, incite violence, or are deemed inappropriate by Turq will not be accepted and if live on the site will be removed.
8. Neither Turq nor its servants, agents, nor any other party or organisation involved in the management, promotion, or administration of an Issue or its entry routes or donation of prizes or their agents or subsidiaries involved in the Issue 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.
9. 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. users may enter user-generated content as many times as they like unless otherwise indicated in the detailed information but no more than one prize per person per Issue will be awarded.
10. Any entries which are incomplete, incorrect, inaudible, incomprehensible, or not received by Turq will not be accepted and if live on the site can be removed.

11. In the event of any fault, mistake, misunderstanding or dispute concerning the correctness or acceptability of the entry or any answers given by users (if applicable), or the operation of any part of the Issue, network or phone system, the decision of Turq shall be final and no correspondence will be entered into.
12. Turq will not be liable to reimburse expenses incurred in making an entry for any Issue. Where Turq decides in its sole discretion that an user is eligible for a refund, eligibility for refunds will be notified to relevant users. Turq reserves the right to refuse to refund when it suspects dishonest or fraudulent conduct on the user's part or where the user has not complied with the rules stated in the detailed information.

Prizes

1. Any prize information shall be specified in the detailed information.
2. Turq reserves the right to select alternative users as the prize recipient in the event that any and all requirements are not met.
3. The process for determining the prize recipient of the prize is as indicated in the detailed information. Where the prize recipient 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 detailed 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 prize recipient within 28 days after the selection date, or as otherwise indicated in the detailed 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 prize recipient will have a specified fixed time period in which to claim his or her prize. If Turq is unable to notify the prize recipient, or if the prize recipient 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 prize recipient in accordance with these terms and conditions and the detailed 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 user'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 user to evade charges or entry requirements.
7. Any user who enters or attempts to enter the user-generated content in a manner, which in Turq's determination is contrary to these terms and conditions or by its nature is unfair to other users may be removed at Turq's sole discretion.
8. Turq reserves the right to modify, cancel, terminate or suspend prizes in whole or in part, at its sole discretion, if it believes a prize 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 prize 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 user.
10. Turq shall try to deliver the prize to the prize recipient within 28 days from the date of the claim, unless otherwise specified to the prize recipient. 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 user-generated content, the first name and last name of the prize recipient may be published by Turq and users grant to Turq a non-exclusive licence to use and publish their entry in any media for the purpose of announcing the reception of a prize.

Data Protection and Publicity

1. Turq (or any third party nominated by Turq) may exercise its sole discretion to use the prize recipient's (and (if applicable) their companion's) name, address, and image and their comments relating to

the prize and user-generated content entry 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 user agrees to Turq processing those details in accordance with the purposes made known to the user at the time of collection and in accordance with Turq's privacy policy. Any user who is entering user-generated content 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 user 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 user'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 entering user-generated content 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 Issue is discontinued, modified or changed in any way.
3. If these terms are violated for any reason, Turq has a right to claim for actual damages for breach and reasonable attorney's fees, collection costs, and court costs.

Standard terms

1. In the event that any user does not, or is unable to, comply with and meet these terms and conditions and the detailed information, Turq shall be entitled at its sole discretion to disqualify and remove such user, without any further liability to such user. In these circumstances, any prize(s) won by the user may be forfeited and Turq reserves the right to reclaim any prize(s) already distributed to the user. Any user 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 these prizes is Turq P.B.C., 158 Brayton Rd, Boston MA 02135.
4. These terms and conditions were last updated on October 31 2020.