

Survey Terms and Conditions

Overview of TechTarget Editorial Survey Contest Participation

1. The TechTarget Editorial Survey Contest Participation (“Contest”) is designed to reward participants who complete Surveys for TechTarget.
2. The Contest is open only to individuals who are eighteen (18) years of age and older. Employees of TechTarget as well as the immediate family (spouse, parent, sibling, and child) and household members of each such employee are not eligible.

Participation in the Contest

1. Participation in the Contest constitutes each Participant’s full and unconditional agreement to these Terms and Conditions. Participation in the Contest is contingent upon the Participants compliance with these Terms and Conditions. Participants who do not comply with these Terms and Conditions may be prohibited from participating in the Contest. Only 1 (one) Participant per household may complete a Survey and qualify for a prize.
2. The prizes(s) offered for each Survey and any other qualifications specific to each Survey will be described in the Survey solicitation found in one or more of (i) the email invitation to participate in a Survey, (ii) an invitation that links to the Survey displayed on the World Wide Web or (iii) the introduction to the Survey.
3. Each Participant is limited to one email address. Subsequent email account addresses for the same Participant will be void.
4. If multiple online Survey completion attempts for the same Survey are received from the same email address or person, only the first attempt to complete a Survey will determine eligibility.
5. Before Participant completes a qualifying Survey, Sponsor will notify Participant of the value and type of prize(s) offered for completion of the designated Survey. Upon successfully completing the Survey in its entirety, Participant will be entered to win said prize
 - a. Each prize, once claimed, is subject to the terms of the vendor providing the reward, including without limitation, expiration dates and other restrictions.
6. Within 30 days of completion of the Contest, Sponsor will send the winning Participant an email notification with either the prize or details for redeeming Participant's prize. All email notifications will be sent to the email address provided by Participant at the time of Survey participation. Participant must respond to email notification within fourteen (14) days of Sponsor having sent the email notification. Unclaimed prizes will be forfeited and a new winner will be chosen.
7. Prizes may not be transferred or assigned and must be accepted as awarded. No cash or other substitution may be made, except by the Sponsor, who reserves the right to substitute the prize (or component thereof) with another prize (or component thereof) of equal or greater value if the prize is not available for any reason as determined by the Sponsor in its sole discretion.
8. Participants are responsible for paying any applicable federal, state, provincial, and local taxes associated with receiving prizes as a result of their participation in the Contest. Participants are also responsible for any applicable telephone or Internet access fees that they incur while participating in the Contest. Sponsor is required by law to issue a Form 1099 to any Participant who is a resident of the United States and who wins a prize(s) worth \$600.00 or more within a year. Participant agrees to provide Sponsor with all necessary information for tax reporting purposes upon request.

Modifications and Termination of Contest

1. Sponsor and/or Administrator may modify any of the Terms and Conditions governing the Contest at any time, with or without notice. If Sponsor does provide notice of changes, it may do so by email, regular mail, or by general posting on the Sponsors website.
2. Every effort has been made to ensure that the information in the Terms and Conditions is accurate and complete. Sponsor is not responsible for typographical errors or omissions.

General Terms and Conditions

1. Information collected from Participants is subject to the terms of Sponsors privacy policy at http://www.techtarget.com/html/privacy_policy.html.
2. The Sponsor's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision.
3. Participant acknowledges that the Sponsor neither endorses the contents of advertisements, surveys, or partner websites, nor assumes responsibility or liability for the accuracy of material contained therein, or any infringement of third party intellectual property rights arising there from, or any fraud or other crime facilitated thereby.
4. The Sponsor shall be the sole determiner in cases of suspected abuse, fraud, or violation of these Terms and Conditions, and Sponsors' decisions shall be final and binding. Fraud or abuse relating to the redemption of prizes may result in forfeiture of prizes. The Contest is a service provided to an individual respondent, not a company.

Limitation of Liability

1. Sponsor is not responsible for (a) any undeliverable prize notification emails, any unclaimed or undeliverable prizes, or lost or misplaced notifications or prizes (b) directing email to an address different from the original address submitted by the Participant.
2. By participating in the Survey, each Participant accepts all responsibility for, and hereby indemnifies and holds harmless the Sponsor, each of it's related companies, and each such company's respective officers, directors, employees, shareholders, agents, successors, and assigns (the "Released Parties"), from and against any claims that may arise from actions taken by such Participant or for any unauthorized access to Participants account by any third party.
3. Under no circumstances, including, but not limited to, negligence, shall the Released Parties be liable for any direct, indirect, incidental, special, or consequential damages arising out of a participant's participation in the Contest, even if any or all of the Released Parties have been advised of the possibility of such damages. By participating in the Contest, a Participant waives any and all rights to bring any claim or action related to such matters in any forum beyond one (1) year after the first occurrence of the kind of act, event, condition, or omission upon which the claim or action is based.
4. Except where prohibited, Participant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with the Contest shall be resolved individually without resort to any form of class action and exclusively by the appropriate court located in the Commonwealth of Massachusetts. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, Participants rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of Commonwealth of Massachusetts, without giving effect to any choice of law or conflict of law rules (whether of the

Commonwealth of Massachusetts or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Commonwealth of Massachusetts. If any provision of these Terms and Conditions is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

Disclaimer of Warranties

1. Participant expressly agrees to accept any award at his/her own risk. THE CONTEST AND ALL SERVICES OFFERED IN CONNECTION THEREWITH ARE PROVIDED ON A STRICTLY "AS IS" AND "AS AVAILABLE" BASIS. THE SPONSOR MAKES NO WARRANTY WITH REGARD TO ANY PRODUCTS, SERVICES, OR REWARDS OBTAINED THROUGH THE CONTEST; THAT THE CONTEST WILL MEET PARTICIPANTS REQUIREMENTS; OR THAT THE CONTEST WILL BE UNINTERRUPTED, TIMELY, OR ERROR FREE; NOR DOES THE SPONSOR MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE CONTEST OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED BY THE SURVEY.
2. The Sponsor disclaims any and all express and implied warranties, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. The Sponsor shall not be liable or responsible for those guarantees, warranties and representations, if any, offered by the Sponsor's partners, vendors, suppliers of rewards, or suppliers of services.

Intellectual Property Rights

1. All rights to any trademarks, logos, phrases, titles, or other content used in connection with the Contest ("Sponsor's Intellectual Property"), unless otherwise stated, are the exclusive property of the Sponsor. Participant may not sell, license, rent, copy, distribute, alter, display, or transmit any of Sponsor's Intellectual Property.
2. All trademarks and copyrights appearing in connection with the Contest are the property of their respective owners. Unless otherwise stated, third parties whose intellectual property appears in connection with the Contest