

## **Cognex DataMan 470 Product Giveaway Contest**

### **GENERAL CONTEST RULES – NORTH AMERICA (United States of America and Canada)**

#### **SECTION 1 – CORPORATION ORGANIZING THE CONTEST**

The Cognex® DataMan 470 Product Giveaway Contest (hereinafter the “Contest”) is organized by Cognex Corporation (hereinafter “Cognex”), a Massachusetts corporation with a principal place of business at One Vision Drive, Natick, Massachusetts, U.S.A. 01760.

The Contest is designed to help Cognex promote its industrial machine vision capabilities.

#### **SECTION 2 – ELIGIBILITY AND ENTRY**

This Contest is free of charge and no purchase is necessary to participate or win. Purchase does not increase your chance of winning. Void where prohibited. This Contest is open to legal residents of the U.S.A. and Canada, who have reached the age of majority in their state/province of residence as of the first day of the Entry Period (as defined below), living in the 50 United States, the District of Columbia and Canada (void in Quebec, U.S. overseas territories and where prohibited and/or restricted by law). Employees of Cognex or any of its affiliates (and their immediate family members) are not eligible to participate. This Contest is subject to all applicable federal, state and local U.S. laws.

The number of entries is limited to one entry per email address (any subsequent entries will not be considered). Entry information will not be acknowledged or returned.

By entering the Contest, you hereby warrant that all information submitted by you is true, complete and current. Entries that do not comply with the requirements stated in these General Contest Rules will be disqualified. Cognex, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or otherwise in violation of these General Contest Rules.

#### **SECTION 3 – CALENDAR**

The Contest shall run from 12:00 am, Tuesday, March September 26, 2018 - 11:59 pm, to Monday, December 31 2018 (United States – Eastern Standard Time (the “Entry Period”). Entries must be received during the Entry Period to be eligible to win.

#### **SECTION 4 – ORGANIZATION OF THE CONTEST**

The Contest will be posted via an email and direct mail postcard, through which participants will need to access a hyperlink and fill out a brief form to enter to participate.

To enter the Contest, participants must follow entry instructions (i.e., fill out the form and press enter) and agree to these General Contest Rules during the Entry Period. Contestants having completed the entry form and accepted the General Contest Rules during the Entry Period are eligible to participate in the drawing.

Cognex is not responsible for entries not received due to difficulty in accessing the internet, service outages or delays, computer difficulties or other technical issues, or any entries not received within the Entry Period. Cognex is not responsible for incorrect or inaccurate entry information, whether caused by participant or any other persons or by any of the equipment or programming associated with or utilized in the Contest.

#### **SECTION 5 – DRAWING AND WINNERS**

Only participants who complete the form are eligible to become a prize winner. The prize winner will be randomly selected from among all eligible entries received during the Entry Period. The distribution and number of prizes

awarded per Entry Period is illustrated in the Table below. Odds of winning depend on the total number of eligible entries received.

The winner will be contacted by email within 45 days after the drawing and must respond with 2 business days to maintain eligibility. In order to be declared a winner, a potential winner must be in compliance with these General Contest Rules and participants registering from Canada must correctly answer (without assistance of any kind) a time-limited skill-testing question. In the event that a potential winner does not comply with these General Contest Rules and/or does not correctly answer the skill testing question or is not reachable within the notification period above, Cognex reserves the right to disqualify such participant from the Contest and select further participants from the remaining eligible entries until a winner is finally declared. The prize will be sent to the winner within 60 days of the drawing.

Region	Number of Prizes
North America (US & Canada)	1

#### **SECTION 6 – DESCRIPTION OF THE PRIZE**

One DataMan 470 Barcode Reader will be awarded to the winner. Cognex reserves the right to substitute a prize (of equal or greater value) at any time for any reason including unavailability of the DataMan 470 Barcode Reader in Participant's country/region. By participating in the Contest, the prize winner agrees to be bound by the Cognex Corporation Standard Terms and Conditions of Sale for Standard Products and Services (available at [www.cognex.com/terms-and-conditions/](http://www.cognex.com/terms-and-conditions/)) governing the operation, use and transfer of the DataMan 470 Barcode Reader, and winner is solely responsible for adherence thereto. The prizes cannot be exchanged for the cash or cash equivalent or be returned to Cognex for a refund of the cash value of the prize.

#### **SECTION 7 – AWARD AND DELIVERY OF PRIZE**

Arrangements for the fulfillment of the prize will be made by Cognex. Receipt of the prize is conditioned upon compliance with any and all applicable laws, rules and regulations. The winner of the prize accepts responsibility for payment of all applicable taxes and any other liabilities associated with such prize award. Taxes and duty, if any, are the sole responsibility of the winning participant, and participants may be issued an IRS Form 1099 for the ARV of any awarded prize.

The prize is not transferable, assignable or redeemable for cash. The prize awarded and described in Section 6 of these General Contest Rules shall not give rise to any claim whatsoever on the part of the prize winner against Cognex and cannot be exchanged or replaced for any reason.

The prize will be released to the winner only, in accordance with Section 5. In the event of non-compliance by the winner with these General Contest Rules, an alternative winner may be awarded the respective prize. Return of any prize or prize notification as undeliverable will result in a disqualification and an alternate winner may be selected.

#### **SECTION 8 – CONTEST MODIFICATIONS**

Cognex reserves the right to suspend, shorten, modify or cancel this Contest or modify these General Contest Rules at any time and for any reason, without liability for compensation to any participant. Notwithstanding the foregoing, Cognex shall notify participants via email of any suspension, modification or cancellation of the Contest or modification to these General Contest Rules. In the event of a Contest cancellation, Cognex reserves the right to select a winner from among all eligible and correct entries received prior to the cancellation date.

#### **SECTION 9 – ENTRY AND PERSONAL DATA AND PRIVACY STATEMENT**

By entering this Contest, participant gives Cognex all necessary consents in relation to his/her personal data (i.e., participant's name, email address, photograph, statements and the like) in order for Cognex to administer the Contest. Participation in the Contest also constitutes a winner's consent to Cognex's use and distribution of such winner's name, statements and likeness, including photographs, for promotional and advertising purposes via any and all media (including, without limitation, the Internet) without further payment, compensation or other consideration to any such winner. Any participant personal data will otherwise only be used in accordance with current applicable data protection legislation and will not be disclosed to a third party without such participant's consent.

With respect to any of participants' personal data collected by Cognex in administering this Contest, each participant has the right to have Cognex disclose what information it holds about him/her. In addition, each participant has the right to correct or delete any such information. If a participant wishes to know what information Cognex holds about him/her or if a participant wishes to correct or delete his/her information, please contact Cognex at: **Cognex Corporation, Cognex DataMan 470 Barcode Reader Product Giveaway, One Vision Drive, Natick, Massachusetts, U.S.A. 01760-2059.**

## **SECTION 10 – INTERNET COSTS**

Cognex will not be responsible for reimbursement of Internet costs incurred in connection with the Contest.

## **SECTION 11 – WARRANTY**

Cognex does not provide any warranty on the prizes. To the fullest extent allowable by law, Cognex specifically disclaims any representations or warranties, express or implied, regarding the prizes, including any implied warranty of merchantability or fitness for a particular purpose and implied warranties arising from course of dealing or course of performance.

## **SECTION 12 – LIABILITY**

If Cognex improperly denies participant any prizes, Cognex's entire liability and participant's sole and exclusive remedy will be limited to a distribution of the equivalent amount of prizes as set forth above. By participating in the contest, 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.

By entering the Contest, participants agree to release, discharge, indemnify and hold harmless Cognex, including its officers, directors, and employees, from any and all claims, liability, loss, damage or injury, including any third party claims, resulting from participation in the Contest or acceptance, possession, use or misuse of the prize. In no event shall Cognex be liable for any incidental, indirect, special or consequential damages whatsoever arising out of or related to participation in this Contest, including without limitation, the use of a computer, internet access, any electronic failures, postal delays or postal and email losses.

Any person attempting to defraud or in any way tamper with this Contest may be prosecuted to the full extent of the law.

## **SECTION 13 – INTELLECTUAL PROPERTY RIGHTS**

In accordance with all applicable laws on intellectual property rights, the reproduction or communication of any part or all of the elements comprising this Contest is strictly prohibited. Trademarks, service marks, graphics and/or logos used in connection with this Contest or with any Cognex products are the trademarks of Cognex Corporation. Participants, including the winner, are granted no right or license with respect to any of the aforesaid trademarks or any use of such trademarks.

## **SECTION 14 – ACCEPTANCE OF THESE RULES**

By registering for the Contest and/or accepting any Contest prizes, you accept these rules. By participating in this Contest, participant unconditionally agrees to be bound by the terms of these General Contest Rules, and any amendments thereto, and by the decisions of Cognex, which are final and binding in all matters relating to this Contest. Any claims related to the Contest must be sent in writing to Cognex at the address listed in Section 9 above, along with a stamped self-addressed envelope. Any claims must be received before the end of the Entry Period. Any claims related to the interpretation and application of these General Contest Rules will be decided solely by Cognex. No participant shall have any right to further recourse or to appeal.

#### **SECTION 15 – GOVERNING LAW**

These General Contest Rules are governed by the laws of the Commonwealth of Massachusetts, U.S.A. excluding of its choice of law rules and the United Nations Convention on Contracts for the International Sale of Goods. Any disputes arising from or related to these General Contest Rules shall be exclusively filed in and heard by any court with jurisdiction to hear such disputes in Boston, Massachusetts, U.S.A.