## **Cognex New Products Giveaway Contest**

## **GENERAL CONTEST RULES - Europe**

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

The Cognex® New Products Giveaway Contest (hereinafter the "Contest") is organized by Cognex Ireland Limited (hereinafter "Cognex"), an Irish company with a principal place of business at Gateway Business Park 2008-2014 Block 2000, Mallow Road, Cork, Ireland.

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

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

This Contest is only open to legal residents of the countries ages 18 and over currently living in one of these countries:

Austria, Belgium, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lichtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, or UK

Employees of Cognex or any of its affiliates (and their immediate family members) are not eligible to participate.

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, Thursday, June 27, 2019 - 11:59 pm, to Thursday, September 12th, 2019 (Central European Time CET 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.

One winner will be drawn from all entries. Odds of winning depend on the total number of eligible entries received.

In the event that a potential winner does not comply with these General Contest Rules or is not reachable under the address submitted, 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.

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

DataMan 370 will be awarded to 1 winner.

Cognex reserves the right to substitute a prize (of equal or greater value) at any time for any reason including unavailability of the products mentioned above. By participating in the Contest, the prize winner agrees to be bound by the Cognex Standard Terms and Conditions of Sale for Standard Products and Services (available at <a href="http://www.cognex.com/terms-and-conditions/europe.pdf">http://www.cognex.com/terms-and-conditions/europe.pdf</a>) governing the operation, use and transfer of the any of the products mentioned above, and the winners are 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.

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 and information submitted when participating) strictly in order for Cognex to administer the Contest.

Cognex will not use such data for any data for purposes other than administrating the Contest. Personal data submitted will be deleted after the Contest has been completed. Cognex may forward personal data to other Cognex companies in Europe strictly for administering the Contest.

Participation in the Contest also constitutes a winner's consent to Cognex's use and distribution of such winner's name 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 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 all data Cognex's privacy policy applies https://www.cognex.com/privacy-policy.

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 Ireland Limited
Attn: Marketing Department / New Products – Giveaway
Gateway Business Park 2008-2014 Block 2000, Mallow Road
Cork
Ireland
privacy@cognex.com

#### **SECTION 10 - 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 11 – 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 prize 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.

# **SECTION 12 - 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 and its affiliates. 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 13 - 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 14 - GOVERNING LAW**

These General Contest Rules are governed by the laws of the Republic of Ireland, 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 Dublin, Ireland.