

Microscan 2017 NEW Camera Giveaway – Microscan Survey

OFFICIAL RULES

DISCLOSURE : NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.

The Microscan 2017 NEW Camera Giveaway– Microscan Survey shall be construed and evaluated according to U.S. law.

1. **ELIGIBILITY:** The Microscan 2017 NEW Camera Giveaway– Microscan Survey is open only to participants who are (i) eighteen (18) years of age or older at the time of entry and (ii) not residents of countries embargoed by the United States. Employees of Microscan Systems, its affiliates, or other companies associated with the promotion of the giveaway, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible to participate. The Giveaway is subject to federal, state, and local laws and regulations and is void where prohibited by law.
2. **SPONSOR:** The Giveaway is sponsored by Microscan Systems, Inc., 700 SW 39th Street, Renton, Washington 98057 United States (the “Sponsor”).
3. **RESPONSIBILITY OF THE SPONSOR:** Sponsor is not responsible for any computer system, hardware, software, or program malfunctions or any other errors, failures, or delayed computer transmissions or network connections that are human or technical in nature. Sponsor is also not responsible for incorrect or inaccurate entry of information by any of the equipment or programming associated with or utilized in the Giveaway, or by any technical or human error that may occur in the processing of entries in the Giveaway.
4. **AGREEMENT TO OFFICIAL RULES:** Participation in the Giveaway constitutes the entrant’s full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding in all matters related to The Microscan 2017 NEW Camera Giveaway drawings. Winning a prize is contingent upon fulfilling all requirements set forth herein.
5. **ENTRY PERIOD:** The Survey entry period begins at approximately 9:00 a.m. (MST) on September 12, 2017 and ends at 6:00 p.m. (MST) on November 10, 2017. Entries submitted prior to or after the Entry Period will be disqualified. No purchase is necessary to enter or win.
6. **ENTRY:** Participants may enter by submitting an electronic copy of the survey format <https://www.surveymonkey.com/r/new-camera>. There is a limit of one (1) entry per person. Subsequent entries will be void. Entries are accepted until the 6:00 PM (MST) on November 10, 2017. Any entries attempted through the use of agencies or robotic, repetitive, automatic, programmed, or similar methods will also be void.
7. **WINNING:** Entrants who are selected at random to win, will be contacted as the winner by Microscan no later than November 17, 2017.
8. **ODDS OF WINNING :** Odds of winning depend on the total number of eligible entries received.
9. **REQUIREMENTS OF POTENTIAL WINNERS:** Except where prohibited, the Giveaway winner may be required to complete and return an affidavit of eligibility and liability/publicity release (the “Affidavit/Release”) and a W-9 tax form within seven (7) days of being verified as a winner. The winner must provide a shipping address for delivery of their prize to the Sponsor and/or sign and return an Affidavit/Release and a W-9 tax form, where required, regarding the Giveaway within seven (7) days in order to claim the prize. The prize will be shipped by the Sponsor to a valid shipping address supplied by the winner. If a winner fails to sign and return an Affidavit/Release and a W-9 tax form, where required, and provide a valid shipping address within the required timeframe of seven (7) days or if the prize is returned as undelivered, he/she forfeits the prize and the prize will not be redistributed to another entrant.
10. **PRIZE:** There will be one (1) NEW machine vision camera with approximate value of \$4,500.00 USD. Prize is not transferable or refundable 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 with another prize of equal or greater value if the Giveaway prize is not available for any reason as determined by the Sponsor in its sole discretion. The winner is responsible for taxes and all other costs and expenses not listed above.

11. **GENERAL CONDITIONS:** In the event that the operation, security, or administration of the Giveaway is impaired in any way for any reason, including, but not limited to, fraud, virus, technical problem, or any other factor beyond Sponsor's reasonable control, the Sponsor may, in its sole discretion, either: (a) suspend the Giveaway to address the impairment and then resume the Giveaway in a manner that best conforms to the spirit of these Official Rules; or (b) withhold the prize and terminate the Giveaway. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Giveaway or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Giveaway may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
12. **RELEASE AND LIMITATIONS OF LIABILITY:** By participating in the Giveaway, entrants agree to release and hold harmless the Sponsor, its affiliates, and its respective officers, directors, employees, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Giveaways; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) lost, late, postage due, misdirected, or undeliverable mail; (e) errors in the administration of the Giveaway or the processing of entries; or (f) defamation, negligence, loss or damages of any kind, including death or injury to a person or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Giveaway or receipt, use or misuse of any prize. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Giveaway, and in no event shall the Released Parties be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.
13. **DISPUTES:** Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Giveaway or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate courts located in the State of Washington, the United States. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Giveaway, shall be governed by, and construed in accordance with the laws of the State of Washington, without giving effect to any choice of law or conflict of law rules (whether of the State of Washington or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Washington. If any provisions of these official rules are determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other provision. All federal, state, and local laws apply.
14. **SWEEPSTAKES RESULTS:** To receive the name of the Giveaway winner, send a self-addressed stamped envelope to Microscan Marketing, 700 SW 39th Street, Renton, Washington 98057 United States. Requests must be received by September 29, 2017
15. **PUBLICITY :** Acceptance of a prize constitutes permission for the Sponsor to use winners' names, likenesses, cities, states and countries of residence, voice, opinions and/or photographs for advertising, promotion, marketing and other purposes in any media now known or hereafter devised, worldwide, in perpetuity, without further compensation, notification or permission, unless prohibited by law.
16. **REPRESENTATION:** Sponsor makes no representations as to condition, warranties, or fitness for a particular use of this Giveaway. Giveaway winner agrees to accept the Giveaway "AS IS".
17. **PRIVACY NOTICE:** Email addresses or any contact information received in connection with this Giveaway may be used for email marketing at a future date. Entrants may elect to opt out (unsubscribe) from email marketing from Microscan Systems, Inc. at any time. Carefully review the Microscan [Privacy Policy](#) to understand how your privacy is protected.