

INDUCTIVE AUTOMATION IGNITION EXCHANGE CHALLENGE: OFFICIAL RULES

June 23, 2020

NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED BY LAW.

By participating in the Ignition Exchange Challenge (the “**Contest**”), sponsored by Inductive Automation, LLC (“**IA**” or “**Sponsor**”), you agree to these Official Rules, which are a contract, so read them carefully before participating.

1. Eligibility.

The Contest is only open to legal residents of the fifty (50) United States and the District of Columbia who are eighteen (18) years of age or older (except in the case of legal residents of any state where the legal age of majority is greater than eighteen (18) years of age, such legal age of majority) at the time of entry and have a valid IA account (each an “**Entrant**”). Proof of residency and age may be required. All employees, managers, members, officers and directors of Sponsor and its subsidiaries, divisions, affiliates, contractors or agents and their immediate family members and household members are not eligible to enter or win the Contest. “Immediate family members” shall mean parents, stepparents, children, stepchildren, siblings, step-siblings, or spouses, regardless of where they live. “Household members” shall mean people who share the same residence at least three months a year, whether related or not. In order to enter the Contest or receive the prize, you must fully comply with the Official Rules and, by entering, you represent and warrant that you agree to be bound by these Official Rules and the decisions of the Sponsor, whose decisions shall be binding and final in all respects relating to this Contest. All applicable federal, state and local laws and regulations apply to the Contest. Void where prohibited by law, rule or regulation.

Entry constitutes each Entrant’s certification that the Entrant meets the eligibility requirements set forth in these Official Rules. The Sponsor reserves the right to verify and confirm each Entrant’s compliance with the eligibility requirements. An Entrant may be required to submit further information to assist in the judges’ verification of eligibility. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor.

The Sponsor of this Contest is Inductive Automation, LLC, 90 Blue Ravine Rd, Folsom, CA 95630.

3. Entry Period.

The Contest is a [resource](#) submission contest where Entrants can upload their public resource to the Ignition Exchange for an opportunity to win a Prize. By participating in the Contest, each Entrant agrees to be bound by these Official Rules and to the decisions of the Sponsor and the judges selected by the

Sponsor, which are final and binding on all matters relating to the Contest. The Contest will operate as described below, and on or about the stated dates:

- The Contest Submission period begins at 12:00 a.m. PDT on June 23, 2020, and ends at 11:59 p.m. PDT on August 31, 2020 (“**Entry Period**”). To be eligible, submissions must be submitted in accordance with Section 4 of these Official Rules.
- The Contest judging period begins on September 1, 2020, and ends on or about September 4, 2020. Eligible submissions will be reviewed by a panel of judges selected at the sole discretion of Sponsor, and will be judged in accordance with Section 5 of these Official Rules. The Winner (as described in Section 6 below) will be selected.
- Sponsors will attempt to contact each Winner, or an alternate if necessary, on or about September 7, 2020, and in accordance with Section 6 of these Official Rules.
- The Winner will be publicly announced on or about September 15, 2020.

4. How to Enter.

To enter, an Entrant must submit a public resource to Ignition Exchange (the “**Submission**”). The Submission must be “original” (as defined by copyright law) and comply with the following requirements:

- Submissions must be the original work of the Entrant.
- Submissions must be uploaded by the Entrant to Ignition Exchange.
- Submissions must be set to “PUBLIC” when uploaded to Ignition Exchange.
- Submissions must comply with the [Ignition Exchange Terms and Conditions](#).
- Submissions must not contain material that violates or infringes another's rights (including, but not limited to, material that violates privacy, publicity, or intellectual property rights).

An Entrant must upload a publicly viewable and downloadable Submission to Ignition Exchange between 12:00 a.m. PDT on June 23, 2020, and 11:59 p.m. PDT on August 31, 2020. Each Entrant will be required to sign-in to Ignition Exchange to post a Submission; if an Entrant does not already have an IA account, that Entrant will be required to create one.

By submitting the Submission, each Entrant agrees to be bound by IA’s [Terms of Use](#) and [Privacy Policy](#). Each Entrant must comply with all Submission requirements. Entry is not complete until an Entrant has uploaded the Submission to Ignition Exchange. Entrant must completely and accurately submit all required information to enter, and must timely cooperate with all requests for additional information or documents that the Sponsor may request in order to verify eligibility and compliance with these Official Rules.

The Sponsor's clock is the official timekeeping device for the Contest. The Sponsor is not responsible for late or unsuccessful attempts to enter. Incomplete, corrupted, untimely, or unintelligible Submissions will be disqualified. If for any reason an Entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, that Entrant's sole remedy is another entry in the Contest to the extent

the submission of an additional entry is deemed feasible by the Sponsor, in its sole discretion. The Sponsor reserves the right to determine, in its sole discretion, which entries have satisfied the entry requirements and to disqualify any Submission it believes is not consistent with the spirit and theme of the Contest.

AN ELIGIBLE ENTRANT MUST SUBMIT AN ENTRY IN ACCORDANCE WITH THESE OFFICIAL RULES. NO OTHER METHOD OF SUBMISSION WILL BE ACCEPTED.

5. Judging.

Judging will begin on or about September 1, 2020, and will end on or about September 4, 2020. There will be one (1) round of judging. All Submissions that meet the requirements listed in Section 4 above will be reviewed by a panel of judges selected in the Sponsor's sole discretion. The judges will judge Submissions and select one (1) Winner based on the following criteria: (a) utility (i.e., how useful is the resource to the Inductive Automation community?); (b) innovativeness and creativity; and (c) quality of the design and implementation.

6. Winner Notification

The potential Winner, as determined by the judges, will be notified by e-mail (via the e-mail address linked to the Entrant's IA account) on or about September 7, 2020, and will be required to respond (as directed) to the notification attempt. Failure to respond timely to the notification may result in forfeiture of participation in the Contest and, in such case, the Sponsor will select an alternate Winner according to the judges' results. Each potential Winner may be required to execute and return a notarized affidavit of eligibility (where legally permissible) or other documents required by the Sponsor within a reasonable amount of time, as determined by the Sponsor in its sole discretion. If a potential Winner cannot be contacted by e-mail after the first attempt, that potential Winner will be disqualified and an alternate entry will be selected in its place from all eligible entries received according to the judging criteria described above.

The Winner will be publicly announced on or about September 15, 2020.

The Sponsor reserves the right to extend or modify the winner notification and announcement schedule as the Sponsor deems necessary, in its sole discretion, to complete the verification process contemplated by these Official Rules and/or to select an alternate Winner.

7. Prize.

The winning Entrant (the "Winner") will receive the following "Prize":

- IA will recognize the Winner at ICC 2020.
- IA will feature and highlight the winning Submission on Ignition Exchange.

- A \$200 Amazon gift card.
- A chance to be featured on IA's Inductive Conversations podcast.

Approximate retail value of the Prize is \$200.

8. Prize Restrictions.

Exact Prize details shall be determined in the sole and absolute discretion of Sponsor. No warranty or guarantee will be given by Sponsor with respect to the prizes. Any and all guarantees and warranties are subject to the manufacturers or service provider's terms and conditions, and the winner agrees to look solely to such entity for any such warranty or guarantee claim. The Prize is non-transferable. No substitution, cash redemption, assignment or transfer of the Prize is permitted, except by Sponsor, who reserves the right in its sole discretion to substitute the Prize with another prize of greater or equal value. Winner is responsible for all taxes and fees associated with Prize receipt and/or use. All federal, state, and local tax liabilities, as well as any other costs and expenses not specified herein as being awarded are the sole responsibility of the Winner. Prize will be awarded only if the potential Winner fully complies with these Official Rules.

9. Publicity

By entering the Contest, each Entrant gives their express permission to be contacted by Sponsor for Contest purposes. Except where prohibited or restricted by law, Winner's acceptance of the Prize constitutes the Winner's agreement and consent for Sponsor and any of its designees to use and/or publish Winner's full name, city and state of residence, photographs or other likenesses, pictures, portraits, video, voice, testimonials, biographical information (in whole or in part), and/or statements made by Winner regarding the Contest or Sponsor, worldwide and in perpetuity for any and all purposes, including, but not limited to, advertising, trade and/or promotion on behalf of Sponsor, in any and all forms of media, now known or hereafter devised, including, but not limited to, print, TV, radio, electronic, cable, or World Wide Web, without further limitation, restriction, compensation, notice, review, or approval.

10. Entrant Representations, Warranties, and Release.

By entering, each Entrant represents and warrants to the Sponsor that: (a) the Submission is completely the original work of Entrant and was created solely by Entrant; (b) the Submission is an original work and is not copied from any other source or previously distributed or disseminated in any media or format; and (c) the Submission is not in violation of or in conflict with the trademark, copyright, rights of privacy, rights of publicity, or any other rights of any kind or nature of any other person or entity. By participating in the Contest and submitting an entry, each Entrant agrees to (i) be bound by these Official Rules, including all entry requirements, and (ii) release Sponsor and its affiliates, subsidiaries, divisions, promotional partners, contractors, and agents, and all others associated with the development and execution of this Contest, and the officers, managers, members directors, and employees of each of the foregoing (collectively, the "**Released Parties**"), from any and all claims and liabilities arising from or in

connection with participation in this Contest, including without limitation, claims for injury, damage or loss of any kind resulting, directly or indirectly, in whole or in part, from the participation in the Contest or from the acceptance or use of any Prize (or any portion thereof), and claims based on rights of privacy, rights of publicity, false light, defamation, copyright, and/or trademark infringement relating to the submission or exploitation of Entrant's Submission. If an Entrant is a California resident, such Entrant hereby waives California Civil Code Section 1542, which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which, if known by him or her must have materially affected his or her settlement with the debtor."

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS CONTEST IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

11. General Terms and Conditions.

The Sponsor reserves the right to terminate, modify, or suspend this Contest due to any of an act of god; unavoidable accident; epidemic; fire; blackout; act of public enemy; war, riot, or civil commotion; enactment, rule, order, or act of government, governmental instrumentality, or tribunal; strike, lockout, or other labor dispute; inclement weather; failure of technical facilities; failure of third-party software or services; or other cause beyond the Sponsor's control. The Sponsor is not responsible for lost, late, illegible, incomplete, damaged, mutilated, misdirected, misdelivered, or delayed entries, or for technical or human errors or failures of any kind in connection with the submission, transmission, processing, or judging of entries.

THE SPONSOR WILL NOT BE OBLIGATED TO AWARD ANY PRIZE THAT RELATES TO OR ARISES OUT OF IMPROPER OR MISTAKEN PRIZE NOTIFICATION, OPERATION, OR FUNCTION OF THIS CONTEST.

THE SPONSOR RESERVES THE RIGHT TO CHANGE ANY TERM OF THESE OFFICIAL RULES OR TO ADDRESS ANY ISSUE THAT ARISES WITH UPDATES OR AMENDMENTS TO THESE OFFICIAL RULES AT ANY TIME UP TO THE DATE THAT THE PRIZE WINNER IS SELECTED.

SPONSOR'S DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE ADMINISTRATION, OPERATION, SELECTION OF THE WINNER AND OTHER MATTERS RELATED TO THE CONTEST.

12. Disputes

Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any Prize awarded, shall be resolved individually, without resort to any form of class action; (b) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any Prize awarded, shall be resolved exclusively by the United States District Court or the appropriate California State Court located in Sacramento County, California; (c) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (d) under no circumstances will Entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

13. Privacy.

Any personal information supplied by an Entrant to the Sponsor will be subject to IA's [Privacy Policy](#) and the supplemental terms of these Official Rules. The Sponsor will not sell, rent, transfer, or otherwise disclose an Entrant's personal data to any third party other than as described above herein or in the Sponsor's [Privacy Policy](#).

14. Official Rules and Winner's List

For a copy of these Official Rules, visit [Ignition Exchange Contest Official Rules](#) or send a self-addressed, stamped envelope for receipt by December 31, 2020, to: Official Rules, "Ignition Exchange Challenge," ATTN: IA Marketing Team, c/o Inductive Automation, LLC, 90 Blue Ravine Rd, Folsom, CA 95630. For a list of the Winners, within sixty (60) days after September 15, 2020, send a self-addressed, stamped envelope to: Winners List, "Ignition Exchange Challenge," ATTN: IA Marketing Team, c/o Inductive Automation, LLC, 90 Blue Ravine Rd, Folsom, CA 95630. Requests received without a self-addressed and stamped envelope will not be fulfilled.