## Fluke® TI Road Show Sweepstakes Official Rules

## NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED.

(1) Description of Sweepstakes – Fluke Corporation (the "Sponsor") is offering the "TI Road Show Sweepstakes", (the "Promotion") and will award prizes via a random selection from eligible entrants. The Promotion begins August 17, 2009 and ends September 7, 2009, ("Promotion Period"). By participating in the Promotion, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of the Sponsor, which shall be final and binding in all respects. By participating in the Promotion, participants agree to release, discharge and hold harmless Promotion Entities (defined below) from any and all damages whether direct or indirect, which may be due to or arise out of participation in the Promotion of prizes.

(2) Eligibility - The Promotion is open only to legal residents of the 50 United States and the District of Columbia, 18 years of age or older who are employed by a Fluke Corporation distributor with a TI contract addendum as of August 17, 2009. Employees, officers and directors of Fluke Corporation, it parent, affiliates, subsidiaries, divisions, advertising, promotional, fulfillment and marketing agencies, (collectively "Promotion Entities") their immediate families (parent, child, sibling & spouse) and persons living in the same households of such individuals (whether related or not), are not eligible to participate in the Promotion. Void in Puerto Rico, all other U.S. territories and where prohibited by law, rule or regulation or employment policy. All federal, state and local laws and regulations apply.

(3) How to Enter – During the Promotion Period the Sponsor is conducting a number of TI Road Show events in its U.S. sales regions. When you attend a Fluke TI Road Show meeting in person, you automatically receive one (1) entry. There is a limit of one (1) entry per person.

Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different/duplicitous e-mail addresses, the use of multiple identities, registrations, or any other methods will void that entrant's entries and that entrant may be disqualified. Entries that are incomplete, contain irregular or invalid information, or are corrupted are void and will not be accepted.

(4) Prizes Available – One (1) winner will be selected from all eligible entries in each of the four (4) Fluke Sales Regions to receive a \$2,000 AMERICAN EXPRESS® Gift Card, Approximate Retail Value \$2,000. There are

a total of four (4) prizes available with a total value of all prizes of \$8,000. The odds of winning depend upon the number of eligible entries received in each of the Fluke sales regions.

(5) Prize Awarding – Winners will be selected in a random drawing from all eligible entries conducted on or about September 14, 2009. Potential winners will be contacted within seven (7) business days of the drawing by phone and/or e-mail and will be required to satisfactorily complete and return an Affidavit of Eligibility and a Liability/Publicity Release (unless prohibited by law), ("Affidavit"). The Affidavit must be returned within ten (10) days of Sponsor's first provision of the document. In completing the Affidavit the potential winner will be required to provide his/her social security or tax ID number, which will be used solely for the purposes of Sponsor's legal compliance in filing US Tax Form 1099. Potential winner will also be required to send a copy of his/her passport, driver's license, birth certificate or other appropriate documentation (acceptable to Sponsor) as proof of age and residency. Non-compliance with any of these requirements will result in disgualification, forfeiture of the prize and the selection of an alternate winner. Return of prize notification and/or the Affidavit/Release as undeliverable will result in disqualification, forfeiture of the prize and the selection of an alternate winner.

Entrants grant Sponsor the right to use and publish winner's proper name, State of residence and employer's name (the Fluke distributor) online in connection with the Promotion. Acceptance of a prize constitutes permission for Sponsor to use winner's name and likeness solely for advertising and promotional purposes as Sponsor so determines without notice or further compensation, except where prohibited by law. Prize recipient shall not be permitted to transfer or assign his/her designated prize to another person. All federal, state, local, and other taxes on prizes are the sole responsibility of the applicable winner.

(6) General - All decisions of the Sponsor in any matter relating to this Promotion shall be binding and final. Sponsor is not responsible for technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware, software, or web site. Sponsor is not responsible for lost, interrupted or unavailable network server or other connections, miscommunications, failed telephone or computer or telephone transmissions or technical failure, jumbled, scrambled or misdirected transmissions, for incorrect or inaccurate entry information, howsoever caused, or other error of any kind whether human, mechanical or electronic. Entrants found tampering with or abusing any, aspect of this Promotion will be disgualified. If disgualified for any of the above abuses, Sponsor reserves the right to terminate entrant's eligibility to participate in the Promotion. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be in violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to

enforce any term of these Official Rules shall not constitute a waiver of that provision. Sponsor reserves the right to terminate, cancel, suspend and/or modify the Promotion if any fraud, virus or other technical problem corrupts the administration, security, or proper conduct of the TI Road Show events or the promotion, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the prizes at random from among the eligible entries received up to the time of the impairment or termination. The Promotion and the rights and obligations of Sponsor and Entrants will be governed by and controlled by the laws of the State of Washington, applicable to contracts made and performed therein without reference to the applicable choice of law provisions. All actions, proceedings or litigation relating hereto will be instituted and prosecuted, without resort to any form of class action, solely within the state courts of Washington and federal courts located within such state and county with respect to any action, dispute or other matter pertaining to or arising out of the Promotion. In the event any provision of these Official Rules will be held to be unenforceable, these Official Rules will continue in full force and effect without such provision.

(7) Winners List - To receive the names of the winners, send a selfaddressed stamped envelope for receipt by September 28, 2009 to: Fluke TI Road Show Winners, PO Box 12055, Scottsdale, AZ 85267-2055. (WA and VT residents may omit return postage.)

Sponsored by: Fluke Corporation 6920 Seaway Blvd. Everett, WA 98203

Administrated by: Extra Mile Marketing 16611 N. 91<sup>st</sup> Street, STE 106 Scottsdale, AZ 85260-1523