

## **“Save 10%” Customer Discount Promotion TERMS & CONDITIONS**

### **1. Eligibility:**

A discount (the “Promotion”) is available to customers who purchase a “Qualifying Fluke or Amprobe Product,” described in Section 5 below, from a participating authorized Fluke or Amprobe distributor in the United States between November 6, 2017 and December 28, 2017. The Promotion is void where prohibited by law. The Promotion is also void in Puerto Rico and all other U.S. Territories and possessions. Redeemer is only eligible to participate in the Promotion once. This offer cannot be combined with any other Fluke Promotions including the National Promotion and registration deals.

Employees, directors and officers of Fluke Electronics Corporation in the United States and Fluke Electronics Canada LP in Canada (together, the “Sponsor”), its parent companies, affiliated companies, subsidiaries, distributors, representatives, and those persons’ immediate families (parents, siblings, children and spouse) and persons living in the same household (whether related or not) are not eligible to participate in the Promotion. Further, no employees, officers, directors, representatives or agents of (i) government entities, including government owned or controlled companies, (ii) distributors or (iii) competing tool manufacturers are eligible to participate in the Promotion.

### **2. Disclaimer:**

Sponsor and each of its parent companies, subsidiaries, and affiliates, and each of their respective directors, officers, professional advisors, distributors, representatives, employees and agencies (collectively, the “Released Parties”) will not be responsible or have any liability for: (a) any late, lost, misrouted, garbled or distorted or damaged communications, transmissions or redemption requests; (b) telephone, electronic, hardware, software, network, Internet, or other computer- or communications-related malfunctions or failures; (c) any Promotion disruptions, injuries, losses or damages caused by events beyond the control of Sponsor or by non-authorized human or other intervention; or (d) any printing or typographical errors in any materials associated with the Promotion.

### **3. Promotion Period:**

The “Promotion” starts at 12:01 AM Pacific Time (“PT”) on November 6, 2017. The “Promotion” ends at 5:00 PM PT on December 28, 2017 (the “Promotion Period”). Pacific Time shall control for all purposes of this Promotion. Sponsor's computer shall be the official time-keeping device for the Promotion.

### **4. How to Redeem Your 10% Discount Promotion:**

Present completed form from Internal Fluke Seller to a participating authorized Fluke distributor. The distributor will apply discount at time of purchase. Product will be drop-shipped directly to customer (Distributor drop ship fee is waived). For any additional questions, contact your Fluke sales engineer or Fluke Order Entry at 1-800-64-FLUKE (1-800-648-7952). Fluke reserves the right to charge Distributor price if customer cancels order.

### **5. Qualifying Fluke or Amprobe Products:**

Only Fluke and Amprobe brand tools listed in the categories below are “Qualifying Fluke Products”. Items purchased outside these listed categories are not Qualifying Products and do not qualify for participation in the Promotion. Purchases of Qualifying Products must be made during the Promotion Period. Purchases of qualifying Fluke and Amprobe tools must be made from a participating distributor in the United States.

**Qualifying Fluke and Amprobe Products consist of tools in the following categories:**

| <b>Qualifying Fluke &amp; Amprobe Product Categories</b> |                           |
|--|---------------------------|
| Accessories  | Process Calibration Tools |
| Clamp Meters   | Thermometers              |
| DMMs   | Portable Oscilloscopes    |
| Earth Ground Testers                                     | Vibration                 |
| Electrical Testers                                       | IR windows                |
| PQ Tools   | Thermal Imagers           |
| HVAC/IAQ Tools   | Environmental             |
| Insulation Testers                                       | Wire Tracers              |
| Laser Distance Meters                                    | Solar-Battery Components  |

**7. Release of Liability:**

Except where otherwise prohibited by law, by participating in the Promotion, you release and agree to indemnify and hold harmless each Released Party from any liability, obligation, injury, claim, suit, action, cost, expense, loss or damage of any kind, including any tax liability or loss of opportunity, whether direct, indirect, special, incidental or consequential, that may be imposed on, asserted against or incurred by such Released Party that arise out of or relate in any way to this Promotion and the gifts offered hereunder, including, but not limited to, where arising out of or relating to the following: (a) any technical difficulties or equipment malfunction (whether or not under Sponsor's control); (b) any theft, unauthorized access or third party interference; (c) any redemption request that is late, lost, altered, damaged or misdirected (whether or not after their receipt by Sponsor, and whether or not in Sponsor's control); (d) any damages due to the operation of the postal service; (e) any variation in gift value to that stated in these Terms & Conditions; (f) any tax liability incurred by participant; or (g) use or misuse of the gifts offered under the Promotion.

**8. Copyright Notice:**

The Promotion and all accompanying materials are copyright © 2017 by Fluke Corporation. All rights reserved.

**9. Miscellaneous:**

The Promotion and these Terms & Conditions will be governed, construed and interpreted under the laws of the state of Washington without applying any conflicts or choice of law provisions under such law that might refer the construction or interpretation of any term hereof to the laws of any other jurisdiction. Participants are bound by these Terms & Conditions and by the decisions of Sponsor, which are final and binding in all respects. To the extent permitted by law, Sponsor reserves the right to change these Terms & Conditions at any time, in its sole discretion, and to suspend or cancel the Promotion or any person's participation in the Promotion should computer viruses, unauthorized human intervention or other causes beyond Sponsor's control affect the administration, security or conduct of the Promotion, Sponsor otherwise becomes (as determined in its sole discretion) incapable of conducting the Promotion as planned, or for any other reason determined by Sponsor to be appropriate in its discretion. Participants who violate these Terms & Conditions, violate any law, rule or regulation in connection with participation in the Promotion, tamper with the operation of the Promotion or any gift offered hereunder, or engage in any conduct that is detrimental or unfair to Sponsor, the Promotion or any other participant (in each case as determined in Sponsor's sole discretion) are subject to disqualification from participation in the Promotion and all other rights and remedies available under the law. If you have any questions about these Terms & Conditions or the Promotion, please email them to [Fluke-info@fluke.com](mailto:Fluke-info@fluke.com) or send written questions to the address, Attn: Save 10% Discount Questions: Fluke Corporation, 6920 Seaway Boulevard, M/S 201E, Everett, WA 98203.

**10. Sponsor's Address Information:**

Fluke Electronics Corporation, 6920 Seaway Boulevard, Everett, WA 98203.