

Q1 Winter Warm-Up Spiff

TERMS & CONDITIONS

1. Eligibility:

Fluke Winter Warm-Up Sales Event (“Promotion”) sponsored by Fluke Electronics Corporation, 6920 Seaway Blvd., Everett, WA 98203 (“Sponsor”). The Promotion is open to legal residents of 50 United States (and D.C.) age 21 or older, who are qualified sales employees of Fluke Corporation’s US distributors that are not actively participating in another sales promotional program from Fluke Corporation, and legal residents of Canada (excluding Quebec) age 21 or older, who are qualified sales employees of eligible Fluke Corporation’s Canadian distributors. For any questions on your eligibility, please contact your local Fluke Sales Representative. Participants must have the permission from their manager to participate and must comply with any of their employer’s policies related to the receipt and acceptance of gifts/prizes from suppliers/vendors.

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 12:00:01 a.m. Pacific Time (PT) on January 15, 2018 and ends 11:59:59 p.m. PT on March 2, 2018. **Sponsor's computer shall be the official time-keeping device for the Promotion.**

4. Promotion Details:

To participate, eligible participants must complete a sale during the Promotion Period and register an account as instructed or login to the Virtual Sales Assistant mobile app (the “App”) or at www.fluke.com/warmup (the “Website”), upload his/her sales sheet within 30 days of the sale date, provide the products details from the sales sheet, and provide all other required information as instructed on the App or the Website, respectively. For each whole dollar in sales of Product (excluding taxes, any other fees or expenses, or other items on the same sales sheet), participant will earn one (1) Fluke Sales point (a “Point”). All uploaded invoices must be for sales made within the Promotion Period and must include seller’s name. Any invoices listing sellers’ names that do not match the participant are considered invalid. Duplicate invoices are not accept and are deemed invalid. Submissions must be uploaded no later than April 1, 2018. Invoices not uploaded by April 1, 2018 are considered invalid and will not be countered towards participants’ total points. Sponsor reserves the right to reject invoices when they suspect there has been evidence of invoice tampering. **Gift redemption to be completed no later than April 1, 2018.**

Participants that have earned enough Points to reach one (1) or more Levels during the Promotion Period may claim the Gift for each Level reached. To claim a Gift, participant must login at www.fluke.com/warmup and follow the instructions to view and claim their gifts. In the event any participant who is a US resident claims Gifts in the Winter Warm-Up Promotion or receives any other incentives from Sponsor with a total value of/exceeding \$600 in any one calendar year, participant must complete and submit an IRS Form W9 as instructed. **Forms must be received by Sponsor prior to gifts being fulfilled. Noncompliance may result in disqualification. Gifts with will be awarded**

within 10-12 weeks of the end of the program and/or receipt of IRS Form W9, whichever is later. Gifts returned as undeliverable or otherwise not claimed in accordance with these Official Rules will be forfeited.

5. Gift Details:

Gifts will be available to be claimed by participants that accumulate the required Points needed to reach each Level during the Promotion Period, as outlined in the Gift Levels chart below. Participants may only earn each Gift one time during the Promotion Period. **Points must be redeemed no later than April 1, 2018.**

<i>Gift Levels</i>	<i>Gift Choices</i>	<i>Level Points Needed</i>
Level 1	Fluke Branded Carhartt Black Acrylic Knit Hat	500
	OR Fluke Branded 16oz. Brewmaster Tankard	
Level 2	Touch Screen Gloves	1,000
	OR Zippo® Hand Warmer	
Level 3	Fluke Branded Micro-mink Sherpa Blanket	2,500
	OR Stanley Classic Vacuum Bottle	
Level 4	Fluke Branded Eddie Bauer Highpoint Fleece Jacket	7,000
	OR Amazon Fire 7 Tablet with Alexa 7" Display, 8 GB	
Level 5	Keurig K55 Single Serve Programmable K-Cup Pod Coffee Maker, Black	20,000
	OR BrewDemon™ 2-Gallon Signature Beer Kit	
Level 6	Fitbit Blaze Smart Fitness Watch (Available in small and large.)	50,000
	OR Dewalt 20V MAX Black G2 Soft Shell Heated Work Jacket w/ Battery Kit	
Level 7	Airline gift valued at \$650	100,000
	(Gift card from Delta, Alaska, or Air Canada available)	

EACH GIFT RECIPIENT IS SOLELY RESPONSIBLE FOR ALL FEDERAL, STATE, PROVINCIAL, AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF THE GIFT. Gift not transferable; no substitutions or exchanges permitted. No shared accounts or pooled sales/points allowed unless provided in writing by Sponsor.

Gifts will be awarded in the currency of the winner’s country of residence. Gifts are not redeemable for cash. Gifts are non-assignable or transferable, except at the sole discretion of the Sponsor. Gifts may not be transferred to any distributor customer as a gift for making a purchase of Fluke product. No substitution is permitted except if prize or prize component is unavailable, in which case a prize of equal or greater value will be awarded. Except where prohibited by law, entry and/or acceptance of prize constitute permission to use winner's name, prize won, hometown, likeness for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission. Nothing contained herein shall be deemed to obligate Sponsor to make use of any of the rights granted herein and winner waives any right to inspect or approve any such use of any and every nature and kind.

Winner acknowledges that the Sponsor and all other businesses affiliated with this Promotion and their agents do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law, relative to the quality, conditions, fitness or merchantability of any aspect of the prize being offered.

Standard lead time on gift shipment is 10 to 12 weeks from date that the redemption is approved by the Sponsor. However, participants should note that deliveries may be delayed beyond such standard periods.

If a selected gift is unavailable to honor a participant's redemption request, Sponsor, in its sole discretion, reserves the right to substitute the gift with another gift of equal or greater value to honor that request. No cash substitutes are allowed for any reason. Eligibility to participate in the Promotion is non-transferable and non-assignable.

6. 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.

7. Privacy Policy:

Please see Sponsor's privacy policy at: for US residents <http://en-us.fluke.com/site/privacy/privacy-policy.html>; for Canadian residents <http://www.fluke.com/fluke/caen/home/privacystatement.htm>. Except where prohibited by law, entry into the Promotion constitutes permission to use entrant's name, city of residence, likeness, and prize information, without limitation, in connection with the Promotion (including as part of the publicly-distributed Promotion winner list) and for Sponsor's promotional purposes without further permission or compensation.

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 info@fluke.com or send written questions to the address, Attn: Q1 Winter Warm-Up Spiff 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 and Fluke Electronics Canada LP, 400 Britannia Road East, Unit 1, Mississauga, ON L4Z 1X9 Canada.