

## MY FLUKE SURVIVED CONTEST

### OFFICIAL RULES

**Important: Please read these rules before entering this Promotion (the “*Promotion*”).**  
**By participating in this Promotion, you agree to be bound by these Official Rules and represent that you satisfy all of the eligibility requirements below.**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY**

**TO ENTER OR WIN THIS PROMOTION.**

Promotion void where prohibited by law. Subject to applicable federal, state, provincial, and local laws. PROMOTION IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY, OR ASSOCIATED WITH, FACEBOOK, INC.; TWITTER, INC.; OR INSTAGRAM, INC.

**1. Eligibility:** Promotion open only to legal residents of the 50 United States and D.C. and Canada (excluding Quebec) who are at least age 18 (or the age of majority under applicable law, whichever is older) at the time of entry. Directors, officers, members, managers, and employees of Fluke Electronics Corporation and Fluke Electronics Canada LP (together, “*Sponsor*”); Facebook, Inc.; Twitter, Inc.; Instagram, Inc.; and any of their respective parent companies, affiliate companies, subsidiaries, agents, professional advisors, advertising, promotional, public relations, and fulfillment agencies, consultants, legal counsel, and immediate family members (spouses, parent, child, sibling, grandparent, and “step” child, wherever they may live) of each are not eligible to win any prize. IF YOU DO NOT MEET ANY OF THESE REQUIREMENTS, OR ANY OTHER ELIGIBILITY REQUIREMENTS IN THESE OFFICIAL RULES, YOU ARE NOT ELIGIBLE TO WIN A PRIZE. To be eligible to win a prize, entries must be completed and received by Sponsor in the manner and format designated below.

**2. Promotion Period:** Your ability to participate in the Promotion starts at 12:00:01 a.m. Pacific Time on January 27, 2016 and ends at 11:59:59 p.m. Pacific Time on April 30, 2016 (the “*Promotion Period*”). All entries must be received during the Promotion Period and meet other requirements in these Official Rules to be eligible to win a prize. Sponsor’s or its designee’s computer is the official time-keeping device for the Promotion.

**3. How to Enter:** To enter, complete the following steps during the Promotion Period:

- a. First, prepare a true written description (150 words or less) to answer the question “My Fluke survived \_\_\_\_\_” about how a Fluke tool demonstrated its ruggedness (“*Description*”). Your Description must be truthful and reflect your actual opinions, beliefs, and experiences. Do not exaggerate your Description. Descriptions must be in the English language. Each entrant must be able to provide written permission from their company or organization to share their Description on the Fluke website and/or in other marketing materials. The length or content of your Description will not affect your odds of winning, as long as it is no more than 150 words and content is responsive to the question.
- b. Second, post or direct message the written Description on either Facebook, Twitter, or Instagram, as follows:
  - i. **Facebook:** Post your Description on Sponsor’s Facebook page at <https://www.facebook.com/fluke.corporation> or direct message your Description to Fluke Corporation. You must include the hashtag #MyFlukeSurvivedContest in your post/message. A post to your personal timeline will not be eligible for entry.

- ii. **Twitter:** Follow @FlukeCorp and Tweet your Description on Twitter or direct message your Description to @FlukeCorp. You must include the hashtag #MyFlukeSurvivedContest in your post/message.
- iii. **Instagram:** Follow @FlukeCorp and post your Description on Instagram or direct message your Description to @FlukeCorp. You must include the hashtag #MyFlukeSurvivedContest in your post/message.

Note: In order to participate, you must log-in or join Facebook at [www.facebook.com](http://www.facebook.com), Twitter at [www.twitter.com](http://www.twitter.com), or Instagram at [www.instagram.com](http://www.instagram.com). Joining Facebook, Twitter, and Instagram is free. On Twitter, your account must not be set to “protected”. On Instagram, your account must be set to “public.”

By posting or direct messaging a Description with the required content and hashtags in connection with this Promotion (“**Submission**”), you agree that your Submission conforms to the Guidelines and Restrictions detailed below. Photos will be accepted with text entries, but are not required to enter. Sponsor, in its sole and absolute discretion, may remove any Submission and disqualify you from the Promotion if it believes that your Submission fails to conform to the Guidelines and Restrictions. Upon completion of the above steps and compliance with the Guidelines and Restrictions, you will automatically receive one entry into the Promotion.

**Limit:** ONE ENTRY PER PERSON DURING PROMOTION PERIOD REGARDLESS OF METHOD OF ENTRY. Any attempts to obtain additional entries, including through multiple or duplicate accounts, multiple social media platforms, or multiple Descriptions will result in disqualification.

#### Submission Guidelines and Restrictions

- a. Your Submission must not supply untruthful, incomplete, inaccurate or misleading information.
- b. Your Submission must be your original creation and be owned 100% by you, or alternatively you must have the full rights to grant the license and rights you grant to Sponsor in Section 10 below.
- c. Your Submission must not (as determined at Sponsor’s sole and absolute discretion): (i) violate any third-party intellectual property or other rights, including, but not limited to, copyrights, trademark rights, confidentiality, or rights of privacy and publicity; (ii) contain disparaging or defamatory statements; (iii) include threats to any person, place, business, or group; (iv) be obscene, offensive, or indecent; (v) depict any risky behavior; (vi) contain material that promotes bigotry, racism, hatred or harm, against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; (vii) contain unauthorized third-party trademarks or logos; and/or (viii) otherwise be offensive or inappropriate in any manner.
- d. By providing a Submission, you warrant and represent that: (i) the Submission does not violate any applicable law, rule or regulation; (ii) to the extent the Submission depicts any individual or features the voice of any individual, you are the individual pictured and heard in the Submission, or, alternatively, that you have obtained written permission from each person appearing in the entry to grant the rights to Sponsor described in these Official Rules, and can make written copies of such permissions available to Sponsor upon request; (iii) the Submission complies fully with Facebook, Twitter, and Instagram website terms of use; and (iv) the Submission complies fully with all requirements of these Official Rules.

If participating in this Promotion via your mobile device (which may only be available via select devices and participating wireless carriers and is not required to enter), you may be charged for standard data use from your mobile device according to the terms in your wireless service provider’s data plan. Normal airtime and carrier charges and other charges may apply to data use and will be billed on your wireless device bill or deducted from your pre-paid balance. Each wireless carrier’s rate plan may vary, and you should contact your wireless carrier if you have questions regarding data plans and charges relating to your participation in this Promotion.

**4. Identity of Entrant:** All Submissions must be submitted by the individual entrant. Bulk or automated entries will be disqualified (including, for example, entries made using any script, macro, bot, or promotional service). Multiple participants are not permitted to share the same email or social media account. Any attempt to obtain additional entries through fraud, bots, or other illegitimate means will result in disqualification, at Sponsor's sole and absolute discretion.

In the event of a dispute about the identity of the entrant, entries will be declared made by the authorized account holder of the email address associated with the social media account on which the Submission is made. An "**authorized account holder**" means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. A potential winner may be required by Sponsor, as determined in its sole and absolute discretion, to provide proof that the potential winner is the authorized account holder of the Facebook, Twitter, or Instagram account associated with the winning entry.

**5. Selection and Notification of Winner:** Sponsor will select the name of one potential winner from among all eligible participants during each of three random drawings to be held on or about February 19, 2016, March 25, 2016, and May 6, 2016. Participants are eligible to be included for each draw remaining at the time they enter their Submission. ***Canadian participants must also correctly answer a timed mathematical skill testing question before being declared a winner.*** The odds of winning depend on the number of eligible entries received for the applicable draw.

The potential winners will be notified via a direct message on the social media site that was used to enter (Facebook, Twitter, or Instagram) on or about February 19, 2016, March 25, 2016, or May 6, 2016 (depending on the day the potential winner is selected). To claim a prize, potential winners must send their Descriptions directly to Sponsor in the manner and format requested by Sponsor. Except where prohibited by law, Sponsor may require each potential winner to sign and return, within seven days of being notified, an Affidavit of Eligibility and Liability/Publicity Release in order to claim his/her prize. If (i) the attempted notification is returned as undeliverable without a forwarding address; (ii) any required documents are not returned within seven days, including but not limited to the Affidavit of Eligibility and Liability/Publicity Release; (iii) for Canadians, the mathematical skill-testing question is answered incorrectly; or (iv) the potential winner is otherwise unable to be contacted or to accept the prize as stated, the prize will be forfeited and may be awarded to an alternate winner. All prizes will be awarded. If, by reason of a print or other error, more prizes are claimed than the number set forth in these Official Rules, an alternate winner will be selected in accordance with the above selection process from among all eligible claimants making purportedly valid claims to award the prizes available.

**Verification of Potential Winners:** EACH POTENTIAL WINNER IS SUBJECT TO VERIFICATION BY SPONSOR IN ITS SOLE AND ABSOLUTE DISCRETION, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A PRIZE WINNER UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE AND NO FURTHER ACTION IS NEEDED.

**6. Prizes:** There will be three total prizes awarded, with one potential winner during each of the three drawings specified in Section 5. The first winner (selected on or about February 19, 2016) will receive a 117 Electricians True RMS Multimeter, includes 4mm silicone test lead set, holster and user's manual (Approx. Retail Value ("**ARV**"): \$199.99). The second winner (selected on or about March 25, 2016) will receive a 323 400A AC True RMS Clamp Meter, includes test leads, soft case and user's manual(ARV: \$129.99). The third winner (selected on or about May 6, 2016) will receive a PRV240 Proving Unit, includes TPAK hanging strap, four AA batteries and instruction sheet(ARV: \$149.99). Total combined ARV of all prizes: \$479.97. All amounts reflect the ARV of the product in the United States in US dollars. Sponsor will determine the features of all prizes in its sole and absolute discretion.

**Limit:** One prize per person. ALL FEDERAL, STATE, PROVINCIAL AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE ARE THE SOLE RESPONSIBILITY OF EACH WINNER.

Prizes are not transferable. No substitutions or exchanges of prizes will be permitted, except that Sponsor reserves the right, in its sole and absolute discretion, to substitute a prize of comparable or greater value for any prize. Sponsor will not replace any lost or stolen prize or components of a prize. Prizes cannot be used in conjunction with any other promotion or offer. Only the number of prizes stated in these Official Rules are available to be won in the Promotion.

Except for applicable manufacturers' standard warranties, each prize is awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose).

**7. Disclaimer:** Sponsor, Facebook, Inc., Twitter, Inc., Instagram, Inc., and any of their respective parent companies, subsidiaries, affiliates, directors, officers, professional advisors, consultants, contractors, legal counsel, public relations firms, employees and advertising, fulfillment and marketing agencies (collectively, the "**Released Parties**") will not be responsible for: (a) any late, lost, misrouted, garbled or distorted or damaged transmissions or entries; (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 intervention; or (d) any printing or typographical errors in any materials associated with the Promotion.

**8. Limitations of Liability; Releases:** By entering the Promotion, you release all Released Parties from any liability whatsoever, and waive any and all causes of action, related to any claims, costs, injuries, losses, liabilities or damages of any kind arising out of or in connection with the Promotion or delivery, misdelivery, acceptance, possession, use of or inability to use any prize (including, without limitation, claims, costs, injuries, losses, liabilities and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory.

THE RELEASED PARTIES WILL HAVE NO LIABILITY FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, PUNITIVE, INDIRECT, OR INCIDENTAL DAMAGES, ARISING FROM OR RELATED TO YOUR PARTICIPATION IN THE PROMOTION OR USE OR INABILITY TO USE ANY EQUIPMENT PROVIDED FOR USE IN THE PROMOTION OR ANY PRIZE, EVEN IF A RELEASED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE RELEASED PARTIES ARISING OUT OF OR RELATING TO YOUR PARTICIPATION IN THE PROMOTION OR USE OF OR INABILITY TO USE ANY EQUIPMENT PROVIDED FOR USE IN THE PROMOTION OR ANY PRIZE EXCEED TEN DOLLARS (\$10). THE FOREGOING DISCLAIMER OF CERTAIN DAMAGES AND LIMITATIONS OF LIABILITY WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE LAWS OF SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, NOTHING IN THESE TERMS EXCLUDES OR LIMITS THE RELEASED PARTIES' LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY ANY OF THE RELEASED PARTIES' GROSS NEGLIGENCE OR FOR FRAUD.

**9. Use of Winner's Name, Likeness, etc.:** Except where prohibited by law, entry into the Promotion constitutes permission to use each winner's name, hometown, aural and visual likeness and prize information, without limitation, for advertising, marketing, and promotional purposes without further permission or compensation (including in a public-facing winner list). As a condition of being awarded any prize, except where prohibited by law, each winner may be required to execute a consent to the use of their name, hometown, aural and visual likeness and prize information, without limitation, for advertising, marketing, and promotional purposes without further permission or compensation. By entering this Promotion, you consent to being contacted by Sponsor for any purpose in connection with this Promotion.

**10. License to Submission:** By entering the Promotion and providing your Submission in connection with the Promotion, you hereby grant to Sponsor a perpetual, irrevocable, royalty-free, worldwide, nonexclusive license to

publish, reproduce, display, perform, distribute, adapt, edit, modify, translate, create derivative works based upon, and otherwise use and sublicense your Submission, or any portion thereof (including without limitation your name and likeness as shown and conveyed in the Submission), in connection with the Promotion and for other advertising, marketing, and promotional purposes, and to incorporate Submissions, in whole or in part, into other works in any manner, form, media or technology now known or later developed, and you waive any moral rights you may have in Submission in favour of the Sponsor. Sponsor will have no obligation to publish or use or retain any Submission you submit or to return any such Submission to you. You agree that it is your sole responsibility to obtain all permissions and releases necessary for the grant of the rights contained in this paragraph. You agree to take, at Sponsor's expense, any further action (including, without limitation, execution of affidavits and other documents) reasonably requested by Sponsor to effect, perfect or confirm Sponsor's rights as set forth above in this paragraph. You will not be entitled to compensation for any use by Sponsor, or its agents, licensees or assignees, of your Submission. Your Submission will not be treated as confidential.

**11. Privacy:** Please refer to Sponsor's Privacy Policy at <http://en-us.fluke.com/site/privacy> for information about how Sponsor collects, uses and discloses your information.

**12. List of Winners; Rules Request:** For a copy of the list of winners, send a stamped, self-addressed, business-size envelope after May 6, 2016 and before May 6, 2017 to Sponsor at the address listed below, Attn: "My Fluke Survived Contest" Winner List. To obtain a copy of these rules, visit <http://en-us.fluke.com/products/contests-and-promotions/rugged-power-of-fluke.html>, or send a stamped, self-addressed business-size envelope to Sponsor at the address listed below, Attn: "My Fluke Survived Contest" Rules Request. Return postage not required.

**13. Intellectual Property Notice:** FLUKE is a registered trademark of Fluke Corporation. The Promotion and all accompanying materials are copyright © 2016 by Sponsor. All rights reserved.

**14. Disputes:** Except where prohibited by law, each entrant agrees that any and all disputes, claims, and causes of action arising out of or connected with this Promotion or any prize awarded will be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Western District of Washington or the appropriate state court located in King County, Washington. These Official Rules are governed by the laws of the state of Washington, without regard to conflicts of laws. **YOU WAIVE ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMIT TO THE JURISDICTION OF THOSE COURTS.**

**15. General Conditions:** Entrants agree to be bound by these Official Rules and by the decisions of Sponsor, which are final and binding in all respects. Sponsor reserves the right to change these Official Rules at any time, in its sole and absolute discretion, and to suspend or cancel the Promotion or any entrant's participation in the Promotion should viruses, bugs, unauthorized human intervention or other causes beyond Sponsor's control affect the administration, security or proper implementation of the Promotion, or Sponsor otherwise becomes (as determined in its sole and absolute discretion) incapable of running the Promotion as planned for any reason. Entrants who violate these Official Rules, violate any law, rule or regulation in connection with participation in the Promotion, tamper with the operation of the Promotion or engage in any conduct that is detrimental or unfair to Sponsor, the Promotion or any other entrant (in each case as determined in Sponsor's sole and absolute discretion) are subject to disqualification by Sponsor from participating in the Promotion. Any attempt by an entrant or other individual to deliberately damage any website associated with this Promotion or undermine the legitimate operation of the Promotion may be in violation of criminal and civil law, and Sponsor reserves all rights and remedies available to it any such person to the fullest extent permitted by law. Sponsor reserves the right to lock out persons whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Promotion, as the Sponsor may determine in its sole and absolute discretion. Sponsor reserves the right to disqualify any entries received that contain inappropriate or offensive content. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Any provision of these Official Rules deemed unenforceable will be enforced to the extent permissible, and the remainder of these Official Rules will remain in effect. If you have any questions about these Official Rules or the Promotion, please e-mail them to [info@fluke.com](mailto:info@fluke.com).

**16. Sponsor:** Fluke Electronics Corporation, 6920 Seaway Blvd., M/S 201E, Everett, WA 98203 USA, and Fluke Electronics Canada LP, 400 Britannia Road East, Unit 1, Mississauga, ON L4Z 1X9, Canada. Reference to third parties in connection with prize and/or third-party websites or services are for reference and identification purposes only and not intended to suggest endorsement, sponsorship or affiliation with Sponsor or the Promotion.