# "GEAR UP FOR FALL WITH FLUKE" BONUS GIFT WITH PURCHASE TERMS & CONDITIONS

### 1. Eligibility:

In addition to the Reliable Power of Fluke gift with purchase promotional gift, a bonus gift (the "Promotion") is available for the first 50 customers who purchase on one of the bonus days designated in Section 5 below. Customers who are approved for a Reliable Power of Fluke promotional gift will be eligible to select one of the bonus gifts designated in Section 5 below while supplies last. All terms stated in the "Reliable Power of Fluke Gift with Purchase Terms & Conditions" dated 02/01/16 apply (www.Fluke.com/ReliablePowerofFlukeTC). Bonus gifts are assigned by the qualifying purchase date and NOT the date of redemption. Bonus gifts are fulfilled in sequential order based on the time of redemption submission, while supplies last.

Bonus gifts will be distributed independent of and in addition to the fulfillment of Reliable Power of Fluke redemptions. Additional steps are required to receive the bonus gift as outlined in Section 4. The bonus gift item will ship separately from the Reliable Power of Fluke promotional gift.

See "Promotion Details" in Section 5 below for the gift selection. A receipt may only be submitted once; receipts submitted more than once are considered invalid. Only one bonus gift per receipt received. Multiple products purchased on one receipt only qualify for one bonus gift. Multiple receipts cannot be combined for one gift redemption. This offer cannot be combined with any other discounts, credits, rebates or other special offers from the Sponsor. Documentation submitted to redeem this offer must be submitted online or postmarked, in each case, no later than 30 days following the purchase date (the "Redemption Deadline") shown on the receipt of a Qualifying Fluke Products. Redemption documents submitted after this date will be rejected without being fulfilled and will not be returned.

In order to participate in the Promotion, the redemption form must be completed accurately and in its entirety. Gift redemptions must be shipped to the customer's physical address. Gifts cannot be shipped to post office boxes, reshipping, import/export, procurement or reseller companies, or to distributors. Redemption requests are subject to further audit and, at the Sponsor's sole discretion, customers may be required to provide additional proof of purchase, including but not limited to physical UPC codes from packaging, product serial numbers or proof of delivery to participate in the Promotion. Customers may not participate in the Promotion by submitting redemption documents through Fluke sales staff, Fluke service centers or Fluke corporate offices. Instead, customers must submit documentation in accordance with Section 4 below. Customers may only participate in the Promotion by submitting separate receipts evidencing purchases of Qualifying Fluke Products up to a maximum of three times.

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 August 15, 2016. The "Promotion" ends at 11:59 PM PT on August, 2015 (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 Bonus Gift with Purchase:

After completing the Reliable Power of Fluke redemption, a unique promo code needed to redeem for your bonus gift will be provided in a confirmation email. Within 30 days of receiving the promo code, customers must visit <u>www.fluke.com/bonusgift</u> to select their bonus gift item. Use the promo code at check-out to complete the transaction. The bonus gift will ship separately from the Reliable Power of Fluke promotional gift.

## 5. Promotion Details:

To be eligible for the "Promotion" a minimum \$250 purchase of "Qualifying Fluke Products" as described in the Fluke Reliable Power of Fluke promotion Terms & Conditions (<u>www.fluke.com/ReliablePowerofFlukeTC</u>) must be made during the Promotion Period, and the Qualifying Fluke Product spend level outlined in the Reliable Power of Fluke promotion Terms & Conditions must be met. All costs associated with shipping and handling within the U.S. or Canada will be paid by Sponsor.

Bonus gift selections are set out below:

Bonus Gift Available While Supplies Last	Gift MSRP
T-Shirt	\$8.95
Long Sleeve T-Shirt	\$12.09
Cutter & Buck Tumbler	\$17.62
Mega Copper Vacuum Bottle	\$17.62
Unisex Hoodie	\$17.95
Neet Trunk Organizer	\$20.13
Hunt Valley Insulated Bottle	\$21.40
Neet Toolbox	\$22.67
Hunt Valley Cooler Seat	\$22.67
Game Day Chair	\$23.92
High Sierra Tool	\$27.70

# 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.

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.

If Fluke Qualifying Products listed on your redemption form were purchased by you for your employer, then you agree to promptly deliver any gifts awarded under the Promotion to your employer, and to provide Sponsor evidence of such delivery upon request. In addition, you are solely responsible for complying with your company's policy regarding acceptance of gifts.

# 6. Qualifying Fluke Products:

Only Fluke brand tools listed in the categories below, Fluke Connect Assets software and Fluke Calibration tools listed at www.fluke.com/FCALPowerofFluke are "Qualifying Fluke Products". Items purchased outside these listed categories are not Qualifying Fluke Products and do not qualify for participation in the Promotion. Purchases of Qualifying Fluke Products must be made during the Promotion Period. Purchases of qualifying Fluke tools must be made from an authorized distributor in the United States or Canada. Fluke Connect Assets software must be purchased from a Fluke direct seller in the United States or Canada. Purchases of qualifying Fluke Calibration tools, listed on www.fluke.com/FCALPowerofFluke, may be made from an authorized distributor or a Fluke direct seller

in the United States and Canada. See the Reliable Power of Fluke Terms & Conditions (<u>www.fluke.com/PowerofFlukeTC</u>) for full details.

# 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 © 2016 by Fluke Corporation. All rights reserved.

# 9. Miscellaneous:

The Promotion and these Terms & Conditions and the Reliable Power of Fluke 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: Gear up for Fall with Fluke – Gift with Purchase 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.