

“FLUKE CONDITION MONITORING TRY AND BUY” OFFER TERMS & CONDITIONS

1. Overview:

Welcome to the Fluke Condition Monitoring Try and Buy Offer (“**Promotion**”). During the “Promotion Period” (defined in Section 4 below), Fluke Electronics Corporation (“**Sponsor**”) is offering a 60-day free trial of Fluke Condition Monitoring products to eligible Customers (each a “**Customer**”) who fully execute an invoice for a “**Qualifying Product**” (defined in Section 5 below) directly from Fluke Inside Software Sellers in the United States. The Promotion is void where prohibited by law. Limited to one free trial per person.

In order to participate in the Promotion, a fully executed invoice for Qualifying Fluke Products must be made during the Promotion Period. Free trial products must be shipped to the Customer’s physical address stated as “Ship to” on the Fluke Condition Monitoring invoice. Free trial products cannot be shipped to post office boxes, reshipping, import/export, procurement or reseller companies, or to distributors. Customers may participate in the Promotion only through purchases made from Fluke Inside Software Sellers.

Unless authorized by the Sponsor in writing, this offer cannot be combined with any other discounts, credits, rebates or other special offers from the Sponsor applicable to the purchase of Qualifying Products. **The Sponsor reserves the right, at its sole discretion to cancel, revoke, or modify this Promotion, in part or in whole at any time.**

2. Eligibility:

The Promotion is void where prohibited by law. The Promotion is open only to individuals who are legal residents of the 50 United States or the District of Columbia and are at least 18 years of age (or the age of majority under applicable law, whichever is older). Employees, directors and officers of 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.

3. 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.

4. Promotion Period:

The Promotion starts at 12:00:01 AM Pacific Time (“PT”) on September 16, 2016 and ends at 11:59:59 PM PT on October 31, 2016 (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.

5. How to Receive Your Free Trial:

Phone request: Contact a Fluke Inside Software Seller to initiate a 60 day free trial of Qualifying Products via phone.

A fully executed invoice order must be placed by a Fluke Inside Software Seller during the Promotion Period. All participants and requests are subject to verification by the Sponsor, in its discretion. Purchases of Qualifying Fluke Condition Monitoring Products must be made from Fluke Inside Software Sellers in the United States.

Any free trial request that does not comply with any aspect of these Terms & Conditions may be rejected by Sponsor in its sole discretion and the participant may be disqualified from participating in the Promotion.

The following Fluke Condition Monitoring products are “Qualifying Products” available to select for the free 60 day trial. Products purchased outside these listed products are not Qualifying Products and do not qualify for participation in the Promotion.

Qualifying Fluke Condition Monitoring Products	
Fluke 3500 FC SW	Fluke Connect® Condition Monitoring Software
Fluke 3501 FC	Gateway
Fluke 3510 FC	AC Voltage Sensor
Fluke 3511 FC	DC Voltage Sensor
Fluke 3520 FC	AC Current iFlex Sensor
Fluke 3521 FC	DC 2000A Current Sensor
Fluke 3530 FC	K-Type Temperature Sensor
Fluke 3540 FC	3-Phase Power Monitor

Standard shipping lead time for Fluke Condition Monitoring free trial products is two weeks from date. Lead time may be longer depending on availability of inventory.

At the end of the free trial, Customer agrees to either (1) pay the full value of Fluke Condition Monitoring Products, as well as taxes and shipping fees, as defined on invoice; or (2) return the Fluke Condition Monitoring products by contacting a Fluke Inside Software Seller to schedule a product return and receive return shipping label. If Customer chooses option (2), Customer agrees to return the product(s) within one week of receipt of return shipping label. Customer shall, during the free trial period, keep and maintain the Fluke Condition Monitoring Products in good condition and repair and shall be responsible for any loss, casualty, damage or destruction to said products notwithstanding how caused. Customer agrees to pay for any expenses incurred by Sponsor to repair or refurbish any Fluke Condition Monitoring products damaged during the free trial period. In case of total loss of product, Customer agrees to reimburse Sponsor the trade price as identified in invoice. Customer agrees that any data remaining on the tool or in the software platform upon completion of the free trial become the property of the Sponsor.

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 free trial 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 offer 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. In the event of any inconsistency or conflict between any term in this Section 6 and any term under any other agreement or terms applicable to the free trial, such other agreement or terms shall control.

7. Copyright Notice:

The Promotion and all accompanying materials are copyright © 2016 by Fluke Corporation. All rights reserved.

8. Miscellaneous:

The Promotion and these Terms & Conditions will be governed, construed and interpreted under the laws of the state of Washington without regard to choice of law or conflict of law doctrines. Participants are bound by these Terms & Conditions and by the decisions of Sponsor, which are final and binding in all respects. To the fullest extent permitted by applicable 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 the free trial 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** or send written questions to the address, Attn: Fluke Condition Monitoring – Free 60 Day Trial Questions: Fluke Electronics Corporation, 6920 Seaway Boulevard, M/S 201E , Everett, WA 98203.

9. Sponsor's Address Information:

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