

## **“DEMYSTIFY POWER QUALITY” BONUS GIFT WITH PURCHASE TERMS & CONDITIONS**

### **1. Eligibility:**

In addition to the System Savings gift with purchase promotional gift, a bonus gift (the "Promotion") is available to customers who purchase a “Qualifying Fluke Power Quality Analyzer,” described in Section 6 below, from an authorized Fluke distributor in the United States or Canada between May 28, 2017 and August 31, 2017. See the list of authorized distributors at <http://en-us.fluke.com/where-to-buy>. The Promotion is void where prohibited by law. The Promotion is also void in Puerto Rico and all other U.S. Territories and possessions, and is void in overseas military installations. All terms stated in the “System Savings Gift with Purchase Terms & Conditions” dated 03/22/2017 apply ([www.Fluke.com/SystemSavingsTC](http://www.Fluke.com/SystemSavingsTC)).

A receipt for a Qualifying Fluke Power Quality Analyzer may only be submitted once to participate in the Promotion. Receipts submitted more than once are invalid. Only one gift will be awarded for each receipt received. Multiple Qualifying Fluke Power Quality Analyzer purchases evidenced by one receipt qualify for only one gift. 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 postmarked no later than 30 days following the purchase date (the “Redemption Deadline”) shown on the receipt of a Qualifying Fluke Power Quality Analyzers. 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, individual resellers, 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.

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:**

In order to qualify for the Promotion, customers must purchase a Qualifying Fluke Power Quality Analyzer during the promotion period, which starts at 12:00 AM Pacific Time (“PT”) on May 28, 2017 and ends at 11:59 PM PT on August 31, 2017 (the “Promotion Period”). Pacific Time shall control for all purposes of this Promotion. Customer’s invoice/receipt must state the date of purchase. **Sponsor's computer shall be the official time-keeping device for the Promotion.**

**4. How to Redeem Your Gift with Qualifying Purchase:**

a. Online redemption: To submit a redemption request online, visit [www.Fluke.com/PQPromo](http://www.Fluke.com/PQPromo) and complete and submit the online redemption form. All redemption requests submitted online **must be submitted by the Redemption Deadline or the redemption request will be rejected and will not be fulfilled.** In order to participate in the Promotion, the redemption form must be completed accurately and in its entirety.

Mail-In redemption. To submit a redemption request a participant must mail in the redemption form (copies are available at [www.Fluke.com/PQPromo](http://www.Fluke.com/PQPromo)). The participant must complete the redemption form accurately and in its entirety. Participant must mail the completed redemption form with correct postage affixed to: ATTN: Demystify Power Quality Promotion, 555 Monster Road, Renton, WA 98057 USA. **Mailed redemption requests must be postmarked no later than the Redemption Deadline, as evidenced by the date of the receipt showing such purchase, or the redemption request will be rejected and will not be fulfilled or returned.**

b. For all redemption requests. All contact information required on your redemption form must be provided for your redemption request to be valid. A copy of the purchase receipt must be included that clearly shows each Fluke Qualifying Product purchased. Sponsor has the right to substantiate all sales receipts and other redemption documents. Redemption documents will not be returned. All participants and redemption documents are subject to verification and audit by Sponsor, in its discretion. Any redemption 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. Sponsor’s use of your personal information provided to Sponsor, in each case subject to Sponsor’s privacy policy (available at <http://en-us.fluke.com/site/privacy>). You may subsequently opt-out of receiving further emails from Sponsor as set forth in its privacy policy.

**5. Promotion Details:**

To be eligible, a Qualifying Fluke Power Quality Analyzer must be purchased during the Promotion Period. The purchase of a Qualifying Fluke Power Quality Analyzer entitles a participant to the Electrical Power Explained Course (Part number 4792336, EPE-TRAINING-E/US), MSRP \$199. All costs associated with shipping and handling of a gift made in connection with the Promotion within the U.S. or Canada will be paid by Sponsor. The customer is responsible for all taxes, customs duties and other similar fees payable in connection with receiving the gift.

**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.

If the Fluke Qualifying Power Quality Analyzers 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 Power Quality Analyzers:**

Only Fluke Power Quality Analyzers listed below are eligible for the Promotion. Qualifying purchases must be made during the Promotion Period. Purchases of qualifying products must be made from an authorized distributor in the United States or Canada.

<b>MODEL</b>	<b>Fluke Part Number</b>
FLUKE-435-II	4116661
FLUKE-435-II/BASIC	4116689
FLUKE-437-II	4116692

FLUKE-437-II/BASIC	4116719
FLUKE-438-II	4778976
FLUKE-438-II/BASIC	4778990

**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** or send written questions to the address, Fluke Electronics Corporation, Demystify Power Quality Promotion, 6920 Seaway Blvd, M/S 250, 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.