

## **“TI LENS” GIFT WITH PURCHASE TERMS & CONDITIONS**

### **1. Eligibility:**

A free gift (the “Promotion”) is available to customers who purchase a “Qualifying Fluke Product,” described in Section 6 below, from a participating authorized Fluke distributor in the United States or Canada between November 15, 2018 and December 31, 2018. The Promotion is void where prohibited by law. The Promotion is also void in Puerto Rico and all other U.S. Territories and possessions. Each Qualifying Fluke Product is only eligible to participate in the Promotion once.

Unless authorized by the Sponsor in writing, this offer cannot be combined with respect to the purchase of any Qualifying Fluke Product with any other discounts, credits, rebates or other special offers from the Sponsor applicable to the purchase of that Qualifying Fluke Product.

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) telephone, electronic, hardware, software, network, Internet, or other computer- or communications-related malfunctions or failures; (b) any Promotion disruptions, injuries, losses or damages caused by events beyond the control of Sponsor or by non-authorized human or other intervention; or (c) any printing or typographical errors in any materials associated with the Promotion.

### **3. Promotion Period:**

To qualify for the Promotion, customers must purchase a Qualifying Fluke Product for a participating authorized Fluke distributor during the promotion period, which starts at 12:00 AM Pacific Time (“PT”) on November 15, 2018 and ends at 11:59 PM PT on December 31, 2018 (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:**

Customers: Place an order with an authorized Fluke distributor. Verify that both the camera purchase and the free lens are shown on the purchase order.

Distributors:

- a. Place a drop ship order (sending product and free lens directly to customer) to Fluke
- b. Include both items, eligible camera purchased and free lens on the purchase order
  - U.S. distributors – list camera at distributor Net and list free lens at zero (\$0) dollars
  - Canadian distributors – list camera at distributor Net less the Net of the free lens, list the free lens at standard Net
- c. Include promotion code FLK1118-FREELENSOFFER on purchase order
- d. Drop ship fee will be waived
- e. Standard freight terms apply
- f. EDI orders are not accepted for this promotion, if you use EDI please email orders to [Distribution.Orders@fluke.com](mailto:Distribution.Orders@fluke.com)

Offer is only eligible for drop ship orders.

Free gift cannot be redeemed at any other time or by any other method.

**5. Promotion Details:**

To be eligible, a Qualifying Fluke Product must be purchased from a participating authorized Fluke distributor in the United States or Canada during the Promotion Period. Only one gift will be awarded per order of Qualifying Fluke Product(s). The customer is responsible for all taxes, customs duties and other similar fees payable in connection with receiving the gift.

**6. Qualifying Fluke Products:**

The following Fluke brand tools are eligible “Qualifying Fluke Products”:

FLK-TI400 60HZ	FLK-TI500 60HZ
FLK-TI400 PRO 60HZ	FLK-TiX520 60HZ
FLK-TI450 60HZ	FLK-TiX560 60HZ
FLK-TI450 PRO 60HZ	FLK-TiX580 60HZ
FLK-TI480 60HZ	
FLK-TI480 PRO 60HZ	

A purchase of a Qualifying Fluke Product at a participating authorized Fluke distributor in the United States or Canada entitles participant to select one of the following gifts:

Gift	Gift MSRP in US Dollars
FLK-LENS/TELE2	\$1,349.99
FLK-LENS/WIDE2	\$1,349.99

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 Fluke Qualifying Products 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.

**8. 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.

**9. Copyright Notice:**

The Promotion and all accompanying materials are copyright © 2018 by Fluke Corporation. All rights reserved.

**10. 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](mailto:info@fluke.com) or send written questions to the address, Attn: TI Lens Promotion Questions: Fluke Corporation, 6920 Seaway Boulevard, M/S 201E, Everett, WA 98203.

**11. 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.