

**Fluke Measure Up Promotion
TERMS AND CONDITIONS**

1. Promotion Description

Eligible customers who participate in this Measure Up Promotion during the Promotion Period (as defined in Section 3) and meet all the requirements as set forth in these terms and conditions of the Promotion are eligible to receive a gift item as further described below.

The amount spent on Qualifying Fluke Products described below entitles a participant to select one gift from one of the seven (7) gift levels, based on the amount spent on Qualifying Fluke Products. Amounts spent for taxes, shipping cost, and other fees are excluded for these purposes. 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 the Sponsor. The customer is responsible for all taxes, customs duties and other similar fees payable in connection with receiving the gift.

Gifts are set out below:

Gift Levels	Amounts Spent		Gift MSRP in US Dollars	Gift MSRP in CA Dollars	Gift Options
	High Spend Amount	Low Spend Amount			
Level 1	\$549.99	\$250.00	\$49.99 \$71.99 \$45.99	\$67.00 \$99.00 \$63.00	Fluke CAMO-C25 Carrying Cases Fluke C101 Hard Case Fluke TPAK Meter Hanging Kit
Level 2	\$1,499.99	\$550.00	\$149.99 \$101.99 \$149.99	\$205.00 \$140.00 \$205.00	Fluke PRV240 Proving Unit Fluke C550 Premium Tool Bag Fluke 62 Max + Infrared Thermometer
Level 3	\$3,499.99	\$1,500.00	\$199.99 \$199.99 \$299.99	\$274.00 \$274.00 \$411.00	Fluke 324 Clamp Meter Fluke 117 Digital Multimeter Fluke 419D Laser Distance Meter
Level 4	\$6,499.99	\$3,500.00	\$449.99 \$344.99 \$299.99	\$616.00 \$473.00 \$411.00	Fluke 376 FC True -RMS Wireless AC/DC Clamp Meter Fluke 3000 FC Multimeter/TPAK Combo Kit Fluke 62 MAX+/T+/PRO/IAC
Level 5	\$7,999.99	\$6,500.00	\$599.99 \$549.99 \$599.99	\$822.00 \$753.00 \$844.00	Fluke 289 True-RMS Industrial Logging Multimeter Fluke VT04 Visual IR Thermometer Fluke 771 Milliamp Process Clamp Meter
Level 6	\$9,999.99	\$8,000.00	\$799.99 \$999.99 \$629.99	\$1,096.00 \$1,370.00 \$863.00	Fluke 1587 FC Insulation Multimeter Fluke 789 FC Process Meter/IR3000 FC Connector Kit Fluke 3000 FC Wireless HVAC System
Level 7	>\$10,000.00		\$1,299.00 \$400.00 \$1,299.99	\$1,370.00 \$549.00 \$1,779.00	Fluke TiS10 Infrared Camera Apple® iPad Mini 4 Wi-Fi tablet 128GB 7.9” Fluke 820-2 LED Stroboscope

Standard lead time on gift shipment is 10 to 12 weeks from date the redemption is approved by the Sponsor. However, participants should note that deliveries may be delayed beyond such standard periods.

For purposes of the Promotion, the term “Qualifying Fluke Product” means only the brand items listed in the chart below:

Qualifying Fluke Product Categories	
Accessories	Power Quality Tools
Clamp Meters	Process Calibration Tools
Digital Multimeters	Thermometers

Earth Ground Testers	Portable Oscilloscopes
Electrical Testers	Vibration Tools
Fluke Connect® Assets Software	IR Windows
HVAC/IAQ Tools	Thermal Imagers
Insulation Testers	Fluke Calibration (Listed on www.fluke.com/FCALQualified)
Laser Distance Meters	Fluke Condition Monitoring System
Battery Analyzers	Laser Levels

2. Eligibility

For purposes of the Promotion, a customer must purchase from an authorized Fluke distributor in the United States or Canada between March 1, 2018 and June 30, 2018. Purchases of any amount over \$250 on Qualifying Fluke Products during the period of March 1, 2018 and March 31, 2018 will receive a multi-tool bonus gift in addition to their gift from the qualifying level as described in section 1. See the list of authorized distributors at <http://en-us.fluke.com/where-to-buy>.

Only customers that are end-users and use the “Qualifying Fluke Products” for their own purposes are eligible to participate in the Promotion. Distributors, Resellers, and similar parties are expressly excluded from participation in the Promotion.

Employees, directors and officers of 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.

3. Promotion Period

In order to qualify for the Promotion, customers must purchase a Qualifying Fluke Product during the promotion period, which starts at 12:00 AM Pacific Time (“PT”) on March 1, 2018 and ends at 11:59 PM PT on June 30, 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.

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.

4. Instructions on How to Participate in the Promotion

In order to receive a gift item under the Measure Up Promotion, all eligible customers must follow the process stated below during the Promotion Period.

a. Online redemption: To submit a redemption request online, Customers must visit www.Fluke.com/MeasureUp 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 by the purchaser of the qualifying items. Sponsor reserves right to not accept forms that are not filled out by the purchaser of the qualifying item(s). If a Distributor or Salesperson not employed by the Sponsor elects to fill out forms on behalf of the customer, the Distributor or Salesperson may be held responsible for customers’ redemption not being accepted and fulfilled.

b. Mail-In redemption: To submit a redemption request without completing the redemption form online, a participant must mail in the redemption form (copies are available from www.Fluke.com/MeasureUp). In order to participate in the Promotion by mail, customer must complete the redemption form accurately and in its entirety. Customer must mail the completed redemption form with correct postage affixed to Attn: Measure Up Promotion, 555 Monster Road, Renton, WA 98057. Mailed redemption requests must be **postmarked no later than the Redemption Deadline, as evidenced by the date of the receipt/invoice showing such purchase, or the redemption request will be rejected and will not be fulfilled or returned.** Sponsor reserves right to not accept forms that are not filled out and/or mailed by the purchaser of the qualifying item(s). If a Distributor or Salesperson not employed by the Sponsor, elects to fill out and/or mail forms on behalf of the customer, the Distributor or Salesperson may be held responsible for customers’ redemption not being received, accepted, and/or fulfilled.

c. 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 or invoice 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.

5. **Restrictions and Limitations of the Promotion**

The Promotion is subject to all applicable federal, state, and local laws and regulations and is void where prohibited by law. The Promotion is also void in the United States territories and possessions and all other countries.

Products that are not eligible include, without limitation: Fluke Biomedical, Fluke Networks, Amprobe, Pomona, Comark, eMaint software, and Pacific Laser Systems. Qualifying Fluke Calibration Products can be viewed on the Fluke Calibration list www.fluke.com/FCALQualified. Certain Qualifying Fluke Products may be purchased directly from the Sponsor, including certain Fluke Calibration products, Fluke Connect software and Fluke Condition Monitoring System

A receipt for a Qualifying Fluke Product 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 Product purchases evidenced by one receipt qualify for only one gift.

Customers are limited to three (3) redemption requests during the promotion period. The amount spent on Qualifying Fluke Products determines the gift from one of the seven (7) gift levels. Taxes, shipping, and any other associated fees are excluded from this promotion.

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.

Gifts must be shipped to a customer's physical address. Gifts cannot be shipped to post office boxes, reshipping companies or distributors. Gift requests are subject to further audit at Sponsor's sole discretion, and if fraud or any failure to conform with the Promotion or these Terms & Conditions is identified by Sponsor, Sponsor in its sole discretion may render that gift request void, in which case it will not be honored. Sponsor may require customers to provide additional proof of purchase, including, without limitation, physical UPC codes from packaging, product serial numbers, or proof of delivery.

If you make a Qualifying Purchase specified in your gift request for or on behalf of your employer, then you agree to promptly deliver any gift 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 policies regarding acceptance of gifts and participation in promotions like the Promotion.

6. **Disclaimer**

Sponsor and each of its parent companies, subsidiaries, and affiliates, and each of their respective directors, officers, equity owners, professional advisors, distributors, representatives, employees and agents (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 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.

Sponsor and the Released Parties are not responsible for: (a) authorized distributors that do not participate in the Promotion; (b) participating authorized distributors that sell products at the price they determine; or (c) participating authorized distributors mishandling transactions and/or shipments of product.

7. **Limitation 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 promotion value to that stated in these terms and conditions; (f) any tax liability incurred by participant; or (g) use or misuse of the products offered under the Promotion.

8. **Miscellaneous**

The Promotion and these terms and conditions will be governed, construed and interpreted under the laws of the State of Washington, USA 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. Any action brought regarding the Promotion and these terms and conditions may only be brought in the state or federal courts located in the State of Washington, and each party to such action expressly consents to jurisdiction of those courts. If any provision of these terms and conditions is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and, provided that the fundamental terms and conditions of these terms and conditions remain legal and enforceable, the remainder of these terms and conditions shall remain operative and binding.

The customer is bound by these terms and 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 and conditions at any time, in its sole and absolute discretion, and to suspend or cancel the Promotion or any customer's participation in the Promotion should technical failures, computer viruses, fraud, human error, unauthorized human intervention or other causes beyond Sponsor's control affect the administration, security, proper functioning, integrity or conduct of the Promotion, Sponsor otherwise becomes (as determined in its sole and absolute discretion) incapable of conducting the Promotion as planned, or for any other reason determined by Sponsor to be appropriate in its sole and absolute discretion.

These terms and conditions constitute the entire agreement governing the Promotion and binding the customer, and no other agreement, verbal or otherwise, shall be binding regarding the Promotion unless it is in writing and signed by Sponsor. In case of any conflict or inconsistency between any other documents relating to the Promotion and these terms and conditions, these terms and conditions shall control. To the maximum extent provided by law, no waiver of any provision of these terms and conditions will be implied from any course of dealings between the customer and Sponsor or from any failure by the customer or Sponsor to assert its rights hereunder on any occasion or a series of occasions. Eligibility to participate in the Promotion is non-transferable and non-assignable.

Any customer who violates these terms and conditions, violates any law, rule or regulation in connection with participation in the Promotion, tampers with the operation of the Promotion, or engages in any conduct that is unsportsmanlike, disruptive, or detrimental or unfair to Sponsor, the Promotion or any other participant (in each case as determined in Sponsor's sole and absolute discretion) is subject to disqualification from participation in the Promotion and all other rights and remedies available under the law.

Sponsor's use of the customer's personal information provided to Sponsor is subject to Sponsor's Privacy Policy (available at <http://en-us.fluke.com/site/privacy>). 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: Measure Up – Gift with Purchase Questions: Fluke Corporation, 6920 Seaway Boulevard, M/S 201E, Everett, WA 98203.

9. **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.

10. **Copyright Notice**

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