

THE FLUKE 70TH ANNIVERSARY SWEEPSTAKES OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

SWEEPSTAKES ENTRY PERIOD: The Fluke 70th Anniversary Sweepstakes (the "Sweepstakes") begins at 12:00:01 AM Pacific Time ("PT") on Saturday, September 29, 2018 and ends at 11:59:59 PM PT on Friday, November 30, 2018 (the "Sweepstakes Period").

ELIGIBILITY: The Sweepstakes is open to legal residents of the 50 United States, including the District of Columbia, and Canada (excluding Quebec) who are age 18 and the age of majority in his/her state or province of residence (19 in Alabama, Nebraska, British Columbia, Nova Scotia, New Brunswick, Northwest Territories, Yukon and Nunavut; 21 in Mississippi) at the time of entry. Void wherever else prohibited by law. Employees of Fluke Corporation (the "Sponsor"), US Sweepstakes & Fulfillment Company (the "Sweepstakes Administrator") and their respective subsidiaries, affiliates, advertising and promotion agencies, and the immediate family members (spouses, parents, children, and siblings and their spouses) of, and/or those living in the same household of each, are not eligible to enter. Sweepstakes is subject to all applicable federal, state and local laws and regulations.

HOW TO ENTER: There are seven (7) ways to enter.

Method #1: Promotion Redemption: During the Sweepstakes Period, customers will automatically receive one (1) entry into the Sweepstakes for each qualifying purchase transaction submitted for a free gift with purchase in the Fluke Team Up Gift with Purchase Promotion (the "Redemption Entry"). Redemption Entries are subject to complete eligibility, redemption details and complete terms and conditions available at http://support.fluke.com/find-sales/Download/Asset/9035598_ENG_A_W.PDF.

Method #2: Response Entry. During the Sweepstakes Period, participants must visit <https://content.fluke.com/70th-anniversary/en/en-us.html>, follow all entry instructions to complete the entry form in its entirety including a short response telling the story about someone who inspired him/her, and submit to receive one (1) entry into the Sweepstakes (the "Response Entry").

Method #3: Newsletter Entry. During the Sweepstakes Period, participants must visit <https://content.fluke.com/70th-anniversary/en/en-us.html>, click the link to visit the Sweepstakes' newsletter sign-up page, follow the instructions to subscribe to the Fluke monthly newsletter and submit to receive one (1) entry into the Sweepstakes (the "Newsletter Entry"). Limit: One (1) Newsletter Entry per person during the Sweepstakes Period.

Method #4: Twitter Entry: During the Sweepstakes Period, participants must post a Tweet including a Fluke Fan photo (content of photo is at entrant's discretion but must be appropriate and compliant with the Submission Guidelines below) (the "Photo"), including @FlukeCorp and the

hashtag #Fluke70Sweepstakes to receive one (1) entry into the Sweepstakes (the “Twitter Entry”). Message and data rates may apply. If a Tweet is more than one post in length it will be considered as one (1) entry into the Sweepstakes with the first post considered the Twitter Entry. By using the hashtag, participant indicates his/her agreement to these Official Rules. Entrant’s Twitter settings must be public. Tweets from private Twitter accounts will not be eligible. Twitter Entry must be posted directly from a participant’s Twitter account. The decisions of the Sponsor are final and binding on all matters relating to determine eligibility of Tweets. By submitting a Twitter Entry, entrants agree to [Twitter’s Terms of Service](#). **This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Twitter, Inc.** Limit: One (1) Twitter Entry per person during the Sweepstakes Period.

Method #5: Instagram Entry: During the Sweepstakes Period, participants must upload and share a Fluke Fan photo (content of photo is at entrant’s discretion but must be appropriate and compliant with the Submission Guidelines below) to his/her public Instagram account, including @FlukeCorp and the hashtag #Fluke70Sweepstakes to receive one (1) entry into the Sweepstakes (the “Instagram Entry”). By using the hashtag, participant indicates his/her agreement to these Official Rules. Entrant’s Instagram settings must be public. Entries uploaded from “private” Instagram accounts will not be eligible. By submitting an Instagram Entry, entrants agree to [Instagram’s Terms of Use](#). **This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Instagram LLC.** Limit: One (1) Instagram Entry per person during the Sweepstakes Period.

Method #6: Facebook Entry. During the Sweepstakes Period, visit www.facebook.com/fluke.corporation/, click the link to visit the Sweepstakes app tab, and post a Visitor Post of his/her Fluke Fan photo (content of photo is at entrant’s discretion but must be appropriate and compliant with the Submission Guidelines below) to receive one (1) entry into the Sweepstakes (the “Facebook Entry”). **This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook, Inc.** Limit: One (1) Facebook Entry per person during the Sweepstakes Period.

Method #7: Tradeshow Entry. Participants must attend one of the tradeshows listed in the Tradeshow Chart below during the operating hours and dates of the Tradeshow, visit the Fluke booth, locate a Fluke representative and have his/her badge scanned by the Fluke representative to receive one (1) entry into the Sweepstakes (the “Tradeshow Entry”). Limit: One (1) Tradeshow entry per person per Tradeshow.

Tradeshow Chart		
Tradeshow Name & Location	Tradeshow Start Date:	Tradeshow End Date:
NECA in Philadelphia, PA	9/29/18	10/2/18
SMRP Annual Conference in Orlando, FL	10/22/18	10/25/18
STAFDA in Phoenix, AZ	10/28/18	10/30/18
Fabtech in Atlanta, GA	11/06/18	11/08/18
IMVAC USA in Orlando, FL	11/13/18	11/15/18
Rockwell Automation Fair in Philadelphia, PA	11/14/15	11/15/18

Message and data rates may apply to use of mobile phones/devices to participate in the Sweepstakes.

Redemption Entry, Essay Entry, Newsletter Entry, Twitter Entry, Instagram Entry, Facebook Entry and Tradeshow Entry collectively referred to herein as "Entry" or "Entries". **Limit: Three (3) Entries per person during the entire Promotion Period regardless of method of entry.** All methods of entry have an equal chance of winning. All entries become the property of the Sponsor and will not be acknowledged or returned.

SWEEPSTAKES ENTRY REQUIREMENTS & CONDITIONS: All Sweepstakes Entries must comply with the following minimum guidelines to be eligible:

- No other individuals other than Entrant may appear in the Photo without express written permission. If Photo features a minor under the age of majority in his/her state of residence, you must obtain written permission from the minor's legal guardian.
- Photos must conform to the format and size requirements and limitations of the Facebook, Twitter or Instagram.
- Entry and Photo cannot contain content that is irrelevant to the purpose of the Sweepstakes.
- Once a Photo has been submitted, it cannot be modified or deleted by Entrant.
- By submitting a Photo taken by a third party, Entrant warrants and represents that he/she has secured all rights and clearances to the Photo from the photographer.
- Entry and Photo cannot be profane, pornographic, sexually explicit or suggestive or contain nudity.
- Entry and Photo cannot be violent or promote firearms/weapons.
- Entry and Photo cannot include or promote alcohol, illegal drugs or tobacco.
- Entry and Photo cannot defame, misrepresent or contain disparaging remarks about people, brands, products or companies.
- Entry and Photo cannot contain content that defaces or depicts any person, brand, product or company in a negative or inappropriate manner.
- Entry and Photo cannot be obscene or offensive, endorse any form of hate or hate group or be derogatory to any ethnic, racial, gender, religious, professional or age group.
- Entry and Photo cannot reference or contain materials embodying copyrighted images, names, likenesses or other indicia identifying any brand, products, company or person, living or dead, without permission.
- Entry and Photo cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor, Facebook, Twitter and Instagram wish to associate.
- Entry and Photo cannot depict illegal activity and cannot itself be in violation of any law.
- Entry and Photo cannot in any way reference persons or organizations without written permission from any person or organization whose name or likeness is used.
- Entry and Photo may not include images of a known celebrity, famous or well-known person or any image which violates the right of privacy or publicity of any person.

By submitting an Entry, the Entrant understands and grants to the Sponsor an irrevocable, perpetual, non-exclusive worldwide license to use his/her Entry, Photo, name, hometown and

likeness on the Sponsor's various websites and social media sites and in advertising and/or promotional activities worldwide without compensation, permission or notification. Sponsor reserves the right in its sole and absolute discretion to alter, change or modify any Entry, which includes the Photo.

By submitting an Entry, Entrant warrants and represents that: (a) Entry does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other legal or moral rights of any person or entity; (b) Entrant owns all rights to the Entry, including without limitation, copyrights, and has received prior written permission from a third party if any Photo was photographed by someone other than the Entrant him/herself; and (c) Entrant will indemnify and hold harmless the Sponsor, Administrator and related entities, agents and assigns from any claims and damages (including reasonable attorneys' fees) arising from or relating to the breach or alleged breach of your representations and warranties herein, the Entry, or Entrant's conduct in creating the Entry, the acceptance or use of any prize or otherwise in connection with this Sweepstakes.

ENTRIES ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER.

PRIZE/APPROXIMATE RETAIL VALUE ("ARV")/ODDS:

Grand Prize: There is one (1) Grand Prize available to be won. Grand Prize includes a one (1) tool backpack and seventy (70) tools and items selected by Sponsor. **The ARV of Grand Prize: \$6,257USD.** The ARV of prize components is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules and the date the prize is awarded. The difference of any such fluctuation will not be awarded to the winner.

The total ARV of all prizes available to be won: \$6,257USD.

Odds of winning will depend upon the total number of eligible entries received.

RANDOM DRAWING: The winner will be selected in a random drawing at or about 1:00 PM ET on **Tuesday, January 15, 2019** from among all eligible entries received during the Sweepstakes Period by the Sweepstakes Administrator in Rochester, NY.

WINNER NOTIFICATION & VERIFICATION: Potential Grand Prize winner will be notified via email and/or phone, and will be required to sign and return, within seven (7) days of notification, an Affidavit of Eligibility, a Liability Waiver, an IRS W-9 Form and where allowable, a Publicity Release (collectively, "the Releases") or, if winner resides in Canada, a Declaration and Release Form (the "Declaration"). Noncompliance will result in disqualification and an alternate winner may be selected. The prize package will be awarded within approximately 45 days after the winner is verified.

If Grand Prize winner is a U.S. resident, he or she will be required to complete and return an IRS W-9 Form and furnish his/her Social Security Number for the sole purpose of tax reporting, as

required by law. Noncompliance will result in disqualification and an alternate winner may be selected.

If Grand Prize winner is a Canadian resident, then he/she will be required to correctly answer a skill-based mathematical test question without mechanical or other aid (which may, in the sole and absolute discretion of the Sponsor, be administered online, by email or other electronic means, by telephone, or in the Sponsor's form of Declaration and Release) within a limited time-period in order to be eligible to receive his or her prize. Not providing the answer within the required time period, providing an incorrect or incomplete answer, or noncompliance with the terms of administration of the skill-testing question will result in disqualification of the potential winner and an alternate winner may be selected. Without limiting the generality of the forgoing, the Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law.

If a prize notification or prize is returned as undeliverable, or if winner is found to be ineligible or not in compliance with these rules that winner will be disqualified, and the prize may be awarded to an alternate winner in a separate random drawing. Only two (2) alternate winners may be determined through this process, after which the prize may remain un-awarded.

PRIZE CONDITIONS: Prize is not redeemable for cash. Prize is not assignable nor transferable. No substitution is permitted except if prize is unavailable, in which case a prize of equal or greater value will be awarded. No cash in lieu of prizes and no exchange or substitution of prizes, except at the sole discretion of the Sponsor. Any other incidental expenses on prize not specified herein are the winner's sole responsibility.

Winner is responsible for all federal, state, provincial, local and income taxes associated with winning prize.

Except where prohibited by law, entry and acceptance of prize constitute permission to use winner's name, prize won, hometown, likeness, video tape, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Winners acknowledge that the Sponsor and all other businesses affiliated with this Sweepstakes and their agents do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law, relative to the quality, conditions, fitness or merchantability of any aspect of the prize being offered, except that each merchandise prize shall be subject to its manufacturer's standard warranty (if any). Once the prize has been delivered to the winner's provided address, the prize is considered awarded.

GENERAL: Although subsequent attempts to enter may be received, only the first complete entries received from a particular entrant will be eligible; subsequent attempts by the same person to enter, including entries submitted with an alternate email address, will be disqualified.

Participating entrants agree to these Official Rules and the decisions of the Sponsor and the Sweepstakes Administrator, and release the Sponsor, the Sweepstakes Administrator and their affiliated companies, and all other businesses involved in this Sweepstakes, as well as the employees, officers, directors and agents of each (the "Released Parties"), from all claims and liability relating to their participation in the promotion, and the acceptance and use/misuse of the prize offered. Winner assumes all liability for any injury or damage caused or claimed to be caused, by participation in this Sweepstakes or use/misuse or redemption of the prize. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prize.

In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the "Authorized Account Holder" of the e-mail address submitted at time of entry. Authorized Account Holder means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor may ask any entrant or potential winner to provide Sponsor with proof, to Sponsor's satisfaction, that such party is the authorized account holder of the email address associated with the entry. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Released Parties are not responsible for: (i) lost, late, misdirected, damaged or illegible entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Sweepstakes. By participating in the Sweepstakes, you (i) agree to be bound by these official rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor and the Sweepstakes Administrator, which are final and binding in all matters relating to the Sweepstakes. Failure to comply with these official rules may result in disqualification from the Sweepstakes. Sponsor reserves the right to: (i) permanently disqualify from any Sweepstakes it sponsors any person it believes has intentionally violated these official rules; and (ii) withdraw a method of entry if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Sweepstakes). If for any reason this Sweepstakes is not capable of running as planned due to an infection by a computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes, at which time, Sponsor will conduct a random drawing from among all eligible entries received at the time of the Sweepstakes termination.

In the event that any provision of the Official is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

GOVERNING LAW AND LIMITATION OF LIABILITY: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the State of Washington, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

DISPUTES: The parties hereto each agree to finally settle all disputes only through arbitration; provided, however, the Released Parties shall be entitled to seek injunctive or equitable relief in the state and federal courts in Snohomish County, Washington and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Sweepstakes shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Snohomish County, Washington. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings

that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Snohomish County, Washington. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court. The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision.

PRIVACY: Personal information collected from entrants are subject to the Sponsor's Privacy Policy, which can be found at the following: For U.S. residents <https://www.fluke.com/en-us/fluke/privacy-policy>; for Canadian residents <https://www.fluke.com/en-ca/fluke/privacy-policy>.

US RESIDENTS OFFICIAL RULES REQUEST: To request a copy of the Official Rules, see <http://content.fluke.com/anniversary/fluke-70th-anniversary/en-us.html> or send a self-addressed, stamped envelope by January 15, 2019, to: **The Fluke 70th Anniversary Sweepstakes Official Rules Request**, PO Box 25466, Rochester, NY 14625-0466.

CANADA RESIDENTS OFFICIAL RULES REQUEST: To request a copy of the Official Rules, see <http://content.fluke.com/anniversary/fluke-70th-anniversary/en-us.html> or send a self-addressed, stamped envelope by January 15, 2019 to: **US Sweepstakes & Fulfillment Co., ATTN: The Fluke 70th Anniversary Sweepstakes Official Rules Request**, 17-7000 McLeod Road, Unit 135, Niagara Falls, ON L26 7K3.

US RESIDENTS WINNER CONFIRMATION REQUEST: For a written confirmation of the winner (available after 01/15/19), send a stamped, self-addressed envelope (no later than 02/12/19), to: **The Fluke 70th Anniversary Sweepstakes Winner Confirmation Request**, PO Box 25466, Rochester, NY 14625-0466.

CANADA RESIDENTS WINNER CONFIRMATION REQUEST: For a written confirmation of the winner (available after 01/15/19), send a stamped, self-addressed envelope (no later than 02/12/19), to: **US Sweepstakes & Fulfillment Co., ATTN: The Fluke 70th Anniversary Sweepstakes Official Rules Request**, 17-7000 McLeod Road, Unit 135, Niagara Falls, ON L26 7K3.

SPONSOR: Fluke Corporation, 6920 Seaway Boulevard, Everett, WA 98203 and Fluke Electronics Canada LP, 400 Britannia Road East, Unit 1, Mississauga, ON L4Z 1X9.

Void outside the US and Canada, in Quebec, Puerto Rico, Guam, the U.S. Virgin Islands and wherever else prohibited by law.