

“TRADE-IN, TRADE-UP” PLS REBATE OFFER TERMS & CONDITIONS

1. Eligibility:

A special invitation, \$50 off (the “Promotion”) is available to customers who purchase a “Qualifying PLS Point and/or Line Laser Product Kit or System,” described in Section 4 below, from an authorized participating PLS distributor in the United States or Canada between April 1 and May 31, 2019 and who subsequently trade-in a qualifying professional laser level, dead or alive. Qualifying professional laser level brands are limited to: Bosch, DeWalt, Hilti, Johnson, Leica, Makita, Spectra, Stabila, or older PLS laser level. The Promotion cannot be used to purchase a bare Z tool. See the list of authorized participating distributors at <https://www.plslaser.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. Void in Quebec. Only one rebate will be awarded for each professional laser level received. This offer cannot be combined with any other discounts, credits, rebates or other special offers from the Sponsor.

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 trade-in dead or alive professional laser level and purchase a Qualifying PLS Product during the promotion period, which starts at 12:00 AM Pacific Time (“PT”) on April 1, 2019 and ends at 11:59 PM PT on May 31, 2019 (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. Qualifying Fluke Products:

Only new PLS Point and Line laser purchases are eligible for the Promotion. Purchases of qualifying PLS Point and/or Line lasers must be made from an authorized participating distributor in the United States or Canada. Authorized distributors are noted as “participating” when they have stock of the following qualifying point and line lasers:

PLS 3R & PLS 3G 3-Point Laser Level	PLS 180R & PLS 180G Cross Line Laser Level
PLS 5R & PLS 5G 5-Point Laser Level	PLS 6R & 6G Combo Line and Point Laser Level

5. 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.

6. Copyright Notice:

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

7. 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 or send written questions to the address, Attn: Calibrator Trade-In Promotion Questions: Fluke Corporation, 6920 Seaway Boulevard, M/S 201E , Everett, WA 98203.

8. 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.