

Spring into Building Season with PLS Sweepstakes

TERMS AND CONDITIONS

Important: Please read these Official Rules before entering this Sweepstakes (the “Sweepstakes”). By participating in this Sweepstakes, you agree to be bound by these Official Rules and represent that you satisfy all of the eligibility requirements below.

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES.

Sweepstakes void where prohibited by law. Subject to applicable federal, state, and local laws.

1. **Eligibility**

For purposes of the Sweepstakes, a customer must be located inside one of the 50 states of the United States or the District of Columbia or Canada (excluding Quebec). At least 18 years of age.

Directors, officers, members, managers, and employees of Fluke Electronics Corporation in the United States (“Sponsor”), and any of its respective parent companies, affiliate companies, subsidiaries, agents, professional advisors, advertising, promotional, public relations, and fulfillment agencies, consultants, legal counsel, website providers, web masters, and immediate family members (spouses, parent, child, sibling, grandparent, and “step” child, wherever they may live) of each are not eligible to win any prize. **IF YOU DO NOT MEET ANY OF THESE REQUIREMENTS, OR ANY OTHER ELIGIBILITY REQUIREMENTS IN THESE OFFICIAL RULES, YOU ARE NOT ELIGIBLE TO WIN A PRIZE.** To be eligible to win a prize, entries must be completed and received by Sponsor in the manner and format designated below.

2. **Sweepstakes Period**

The Sweepstakes starts at 12:01 a.m. Pacific Time (PT) on June 8th, 2020 and ends at 5:00 p.m. Pacific Time (PT) on August 14th, 2020 (the “Sweepstakes Period”). All entries must be received during the Sweepstakes Period and meet other requirements in these Official Rules to be eligible to win a prize. Sponsor’s or its designee’s computer is the official time-keeping device for the Sweepstakes.

3. **Instructions on How to Enter in the Sweepstakes**

To enter, during the Sweepstakes Period visit <https://fluke-contests.app.do/pls-summer-sweepstakes> and follow the instructions to enter the Sweepstake, including by completing a short form (“Form”). Upon completion of these steps, you will receive one entry into the Sweepstakes. Limit one entry per person during Sweepstakes Period. Any attempts to obtain additional entries, including through multiple or duplicate accounts will result in disqualification.

4. **Identity of Entrant**

All Forms must be submitted by the individual entrant. Bulk or automated entries will be disqualified (including, for example, entries made using any script, macro, bot, or promotional service). Multiple participants are not permitted to share the same email account. Any attempt to obtain additional entries through fraud or other illegitimate means will result in disqualification, at Sponsor’s discretion.

In the event of a dispute about the identity of the entrant, entries will be declared made by the authorized account holder of the email address submitted with the Form answers. An “**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 (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. A potential winner may be required to provide Sponsor with proof that a potential winner is the authorized account holder of the account associated with the winning entry.

5. **Selection and Notification of Winner**

On or about August 18th, 2020 Sponsor will select the names of 10 potential winners of the prizes in a random drawing from among all eligible entries at Sponsor’s headquarters as listed in Section 16 below. The odds of winning depend on the number of eligible entries received.

Each potential winner will be notified via email on or about August 28th, 2020. To the fullest extent permitted by applicable law, Sponsor may require each potential winner to sign and return, within five days of being notified, an Affidavit of Eligibility and Liability/Publicity Release in order to claim his/her prize. If (i) the attempted notification is returned as undeliverable without a forwarding address; (ii) any required documents are not returned within five days, such as the Affidavit of Eligibility and Liability/Publicity Release; or (iii) if potential winner is otherwise unable to accept the prize as stated, the prize will be forfeited and may be awarded to an alternate winner. Only one alternate drawings will be held, after which the remaining prizes will not be awarded. If, by reason of a print or other error, more prizes are claimed than the number set forth in these Official Rules, an alternate winner will be selected in accordance with the above selection process from among all eligible claimants making purportedly valid claims to award the prizes available.

Verification of Potential Winner: EACH POTENTIAL WINNER IS SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. AN ENTRANT IS NOT A PRIZE WINNER UNLESS AND UNTIL ENTRANT’S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE AND NO FURTHER ACTION IS NEEDED.

6. **Prize**

10 winners will each receive one HV2R Combo Kit, PLS 6R Z Too, PLS 180R Z Tool, OR PLS 5R Z Tool. Approximate Retail Value (“ARV”) of each prize: \$999.99 to \$339.99. Total ARV of all prizes: \$4,030.

Prize Restrictions: ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER. Prizes are not transferable. No substitutions or exchanges of prize (including for cash) will be permitted, except that Sponsor reserves the right to substitute a prize of comparable or greater value for any prize. Sponsor will not replace any lost or stolen prizes or prize components. Only the number of prizes stated in these Official Rules are available to be won in the Sweepstakes.

Except for applicable manufacturer’s standard warranties, the prizes are awarded “AS IS” and WITHOUT WARRANTY OF ANY KIND, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose).

7. **Use of Use of Winner's Name, Likeness, etc.**

Except where prohibited by law, entry into the Sweepstakes constitutes permission to use each winner's name, hometown, aural and visual likeness and prize information for advertising, marketing, and promotional purposes without further permission or compensation (including in a public-facing winner list). As a condition of being awarded any prize, except where prohibited by law, winner may be required to execute a consent to the use of their name, hometown, aural and visual likeness and prize information for advertising, marketing, and promotional purposes without further permission or compensation. By entering this Sweepstakes, you consent to being contacted by Sponsor for any purpose in connection with this Sweepstakes.

8. **Assignment of Rights in Form Answers/No Confidentiality**

Entry materials and Forms will not be returned to entrants. By entering the Sweepstakes, you hereby assign all right, title, and interest in your Form answers to Sponsor, including without limitation all associated copyright, trademark, patent, and other proprietary rights therein. Without limiting the foregoing, you acknowledge that Sponsor will own all rights to use, adapt, edit, modify, translate, reproduce, publish, perform, display, distribute, make derivative works of and otherwise commercially and non-commercially exploit concepts, ideas, and improvements in your Form answers in perpetuity and throughout the world, in any manner or medium now existing or later developed, without separate compensation to you or any other person or entity. You agree to take, at Sponsor's expense, any further action (including executing documents) requested by Sponsor to effect, perfect or confirm the Sponsor rights set forth in this paragraph.

By entering this Sweepstakes, you realize that Sponsor may have access to, or may independently create content, product improvements, and material similar or identical to, the information provided in your Form answers, and you agree that you will not be entitled to any compensation by reason of the use by Sponsor of such similar or identical material. You understand and agree that all Form answers submitted to Sponsor will not be treated as confidential, and you agree not to include or disclose any trade secrets or other confidential or proprietary information in any Form answers.

9. **Winner List; Rules Request**

For a copy of the winner list, send an email to Tracy.Montanez@fluke.com for arrival after August 28th, 2020 and before August 27th, 2021 to the address listed in Section 13 below, Attn: Spring into Building Season with PLS. To obtain a copy of these Official Rules, send a stamped, self-addressed business-size envelope to the address listed in Section 13 below, Attn: Spring into Building Season with PLS. VT residents may omit return postage.

10. **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 Sweepstakes 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 Sweepstakes.

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

11. Limitation of Liability

Except where otherwise prohibited by law, by participating in the Sweepstakes, 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 Sweepstakes 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 Sweepstakes 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 Sweepstakes.

12. Miscellaneous

The Sweepstakes 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 Sweepstakes 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 Sweepstakes or any customer's participation in the Sweepstakes 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 Sweepstakes. Sponsor otherwise becomes (as determined in its sole and absolute discretion) incapable of conducting the Sweepstakes 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 Sweepstakes and binding the customer, and no other agreement, verbal or otherwise, shall be binding regarding the Sweepstakes unless it is in writing and signed by Sponsor. In case of any conflict or inconsistency between any other documents relating to the Sweepstakes 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 Sweepstakes 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 Sweepstakes, tampers with the operation of the Sweepstakes, or engages in any conduct that is unsportsmanlike, disruptive, or detrimental or unfair to Sponsor, the Sweepstakes or any other participant (in each case as determined in Sponsor's sole and absolute discretion) are subject to

disqualification from participation in the Sweepstakes 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 Sweepstakes, please email them to Tracy.Montanez@fluke.com or send written questions to the address: 6920 Seaway BLVD, ATTN: Tracy Montanez, M/S 201E, Everett, WA 98203.

13. **Sponsor's Address Information**

Tracy Montanez
6920 Seaway BLVD
M/S 201E
Everett, WA 98203

14. **Copyright Notice**

The Sweepstakes and all accompanying materials, including these Terms & Conditions, are copyright © 2020 by Fluke Corporation. All rights reserved.