

# eCommerce 15% Discount Promotion

## TERMS AND CONDITIONS

### 1. **Discount Promotion Description**

Eligible customers in the United States who participate in (the “Discount Promotion”) during the Discount Promotion Period (as defined in Section 3) and meet all the requirements as set forth in these terms and conditions of the Discount Promotion are eligible to receive a one-time discount code as further described below.

Under the Discount Promotion, eligible first-time customers of Fluke.com (“Sponsor”) who opt in to receive Fluke email communications with a valid email address and purchase a “Qualifying Fluke Product” from Fluke.com during the Discount Promotion will receive a **15%** discount code to apply to one (1) specified Fluke, Fluke Networks, Fluke Calibration, Amprobe, and Pacific Laser Systems product.

### 2. **Eligibility**

For purposes of the Discount Promotion, customer must be a customer of Fluke.com and reside in the United States.

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

### 3. **Discount Promotion Period**

To qualify for the Discount Promotion, an eligible customer purchase of “Qualifying Fluke Products” during the Discount Promotion Period, which starts at 12:00 AM PT on 1/1/2023 and ends at 11:59 PM PT on 12/31/2023 (the “Discount Promotion Period”).

Pacific Time shall control for all purposes of the Discount Promotion.

### 4. **Restrictions and Limitations of the Discount Promotion**

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

Products that are not eligible include, any Fluke, Fluke Networks, Fluke Calibration Amprobe, or Pacific Laser Systems product that was NOT specifically specified within the promotion and all products from Fluke Biomedical, Pomona, Comark, and eMaint software.

The discount available under this Discount Promotion may not be combined with any other discounts, coupons, credits, discounts, or other special offers from the Sponsor applicable to the purchase of a “Qualifying Fluke Product.”

The discount available under this Discount Promotion may not be redeemed for alternate products, services, cash, or credits except as expressly authorized in these Terms and Conditions. No cash substitutes are allowed for any reason.

The customer is responsible for complying with its company's policies regarding acceptance of gifts and participation in discounts like this Discount Promotion.

## **5. 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 Discount 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 Discount Promotion.

Sponsor and the Released Parties are not responsible for: (a) authorized distributors that do not participate in the Discount 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.

## **6. Limitation of Liability**

Except where otherwise prohibited by law, by participating in the Discount 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 Discount 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 Discount 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 Discount Promotion.

## **7. Miscellaneous**

The Discount 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 Discount 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 Discount Promotion or any customer's participation in the Discount 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 Discount Promotion, Sponsor otherwise becomes (as determined in its sole and absolute discretion) incapable of conducting the Discount 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 Discount Promotion and binding the customer, and no other agreement, verbal or otherwise, shall be binding regarding the Discount Promotion unless it is in writing and signed by Sponsor. In case of any conflict or inconsistency between any other documents relating to the Discount 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 Discount 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 Discount Promotion, tampers with the operation of the Discount Promotion, or engages in any conduct that is unsportsmanlike, disruptive, or detrimental or unfair to Sponsor, the Discount Promotion or any other participant (in each case as determined in Sponsor's sole and absolute discretion) are subject to disqualification from participation in the Discount 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 <https://en-us.fluke.com/site/privacy>). If you have any questions about these Terms & Conditions or the Discount Promotion, please email them to [fluke-info@fluke.com](mailto:fluke-info@fluke.com) or send written questions to the address: Fluke Corporation, ATTN: Email Sign Up Discount Promotion, 6920 Seaway Boulevard, Everett, WA 98203.

#### **8. Sponsor's Address Information**

Fluke Electronics Corporation, 6920 Seaway Boulevard, Everett, WA 98203.

#### **9. Copyright Notice**

The Discount Promotion and all accompanying materials, including these Terms & Conditions, are copyright © 2023 by Fluke Corporation. All rights reserved.