

Sounds Like Summer Promotion

TERMS AND CONDITIONS

1. **Promotion Description**

Eligible customers who participate in this Sounds Like Summer Promotion (the “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 rebate as further described below.

Under the Promotion, eligible end customers of Fluke Electronics Corporation and Fluke Electronics Limited Partnership, including Fluke Networks, Fluke Calibration, Fluke Process Instruments, Amprobe, Pomona Electronics and Pacific Laser Systems (“Sponsor”) who purchase a “Qualifying Fluke Product” from an authorized sales representative of Sponsor or an authorized US or Canadian distributor are eligible to receive the following:

- Cash rebate check based on Qualifying Fluke Product indicated in Section 4.

See the list of authorized distributors at <https://www.fluke.com/en-us/where-to-buy>.

2. **Eligibility**

For purposes of the Promotion, a customer must be at least 18 years of age, and a resident of the 50 United States or District of Columbia (excluding Guam, Puerto Rico, U.S. Virgin Islands and all other U.S. territories and possessions) or Canada.

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, an eligible customer must purchase a Qualifying Fluke Product invoice or receipt demonstrating completion of sale during the Promotion Period, which starts at 12:00 AM Pacific Time on Monday, June 17, 2024, and ends at 11:59 PM Pacific Time on Friday, September 27, 2024 (the “Promotion Period”).

All claims for rebates must be completed within 30 days of the INVOICE or RECEIPT date.

4. Qualifying Fluke Products

For purposes of the rebate offer, the following products are “Qualifying Fluke Products”. Rebate amounts are fixed and listed in the table below.

MODEL	Fluke Part Number	Rebate USD	Rebate CAD	MSRP USD	MSRP CAD
FLK-II900	5075603	3,500	4,750	23,349.99	31,755.99
FLUKE-II900/FPC	5351352	3,800	5,150	25,427.99	34,582.07
FLK-II910	5233904	4,250	5,800	28,549.99	38,827.99
FLUKE-II910/FPC	5351365	4,600	6,300	30,991.99	42,149.11

5. Instructions on How to Participate in the Promotion

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

1. Purchase a Qualifying Fluke Product from an authorized distributor in the United States or Canada between **June 17, 2024 and September 27, 2024**.
2. Email acousticpromotions@fluke.com within 30 days of invoice date with completed redemption form and proof of purchase. Redemption forms are available on www.fluke.com, by contacting your distributor, or by emailing acousticpromotions@fluke.com.
3. Allow 8-12 weeks to receive rebate, where applicable.
 - a. This offer cannot be combined with any current or future Fluke offers.
 - b. Proof of purchase must clearly validate completion of sale and date of order.
 - c. Limit of 1 (one) redemption per calendar month per customer, during the Promotion Period.
 - d. Limit of 4 (four) redemptions per customer during the Promotion Period.

6. 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 not listed in Section 2.

Products that are not eligible include, without limitation: all products not purchased in accordance with the Qualifying Fluke Products definition in Section 1 above.

Invoice or Receipt date must be clearly stated and fall within the Promotion Period.

Invoice or receipt must clearly show completion of sale; for example, lease to own transactions are not eligible.

Invoice of receipt address must match redemption address for rebate check.

Limited to 1 (one) redemption per invoice/receipt or group of invoices/receipts.

Limited to 1 (one) redemption per customer per calendar month during the term of the Promotion for a maximum of 4 (four) total redemptions during the Promotion Period.

The Promotion cannot be combined with any other discounts, coupons, credits, rebates or other special offers from the Sponsor applicable to the purchase of that Qualifying Fluke Product.

No cash substitutes are allowed for any reason.

7. **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.

8. **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.

9. **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) are 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: 6920 Seaway Blvd., Everett, WA 98203.

10. Sponsor's Address Information

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

Fluke Electronics Limited Partnership: 400 Britannia Rd E, Unit 1, Mississauga, L4Z 1X9.

11. Copyright Notice

The Promotion and all accompanying materials, including these Terms & Conditions, are copyright © 2024 by Fluke Corporation. All rights reserved.