

2015 FLUKE STORY CONTEST (EMEA)

OFFICIAL RULES

Important: Please read these rules before entering this Promotion (the "Promotion").

By participating in the Promotion, you agree to be bound by these Official Rules and represent that you satisfy all of the eligibility requirements below.

NO PURCHASE NECESSARY. PROMOTION VOID WHERE PROHIBITED.

1. **Eligibility.** Promotion open only to legal residents of the European Economic Area, the Commonwealth of Independent States (CIS) and Turkey, who are at least age 18 (or the age of majority under applicable local law). 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 and Fluke ("*Sponsor*") reserves the right not to award prizes to you. To be eligible to win a prize, entries must be completed and received by Sponsor in the manner and format described below. Directors, officers and employees of Sponsor and any of their respective parent companies, affiliate companies, subsidiaries, agents, professional advisors, advertising and promotional agencies, and immediate families of each are not eligible to win any prizes. All applicable national and local laws and regulations apply. Limit one entry per person.

2. **Disclaimer.** Sponsor; all participating sponsors; and any of their respective parent companies, subsidiaries, affiliates, directors, officers, professional advisors, employees and agencies (collectively, the "*Released Parties*") will not be responsible for: (a) any late, lost, misrouted, garbled or distorted or damaged transmissions or entries; (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 intervention; or (d) any printing or typographical errors in any materials associated with the Promotion.

3. **Promotion Term.** The Promotion starts on September 1st, 2015 and ends at October 31st, 2015. (the "*Promotion Term*"). All entries must be received during the Promotion Term, and meet other requirements in these Official Rules, to be eligible to win a prize. Limit one prize per household.

4. **Prizes.** The prize winner will receive a Fluke Connect Wireless General Maintenance system kit (recommended retail price 740 EURO) or a Fluke Connect 3000 FC industrial System kit (recommended retail price 761 EURO). Sponsor will determine the accessories, and features of all prizes in its sole discretion.

5. **Odds; Taxes; Etc.** Odds of winning a prize depend on the number and quality of eligible entries received. **ALL NATIONAL AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNER.** All prizes will be awarded. Prizes returned as undeliverable or otherwise not claimed within 14 days after delivery of notification will be forfeited and awarded to an alternate winner based on the Judging Criteria (defined below). Prizes are not transferable. No substitutions or exchanges (including for cash) of any prizes will be permitted, except that Sponsor reserves the right to substitute a prize of equal or greater value for any prize. All 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).

6. **Identity of Entrant.** In the event of a dispute about the identity of the entrant, entries made online will be declared made by the authorized account holder of the e-mail address submitted at time of entry. An "authorized account holder" is defined as 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. The potential

winner may be required to provide Sponsor with proof that the potential winner is the authorized account holder of the e-mail address associated with the winning entry.

7. **How to Enter.** To enter, take the following steps during the Promotion Term:

- **Step 1:** First, prepare a true description about how a Fluke digital multimeter helped you work safer, more productively or more efficiently (the "**Description**"). See www.fluke.ie for more information about Fluke products. Descriptions shall be in the form of a written essay that is 300 words or less ("**Written Description**") or a video of less than 2 minutes in length. Descriptions should, preferably, be in English. Your Description must be truthful and reflect your actual opinions, beliefs, and experiences. Each entrant must be able to provide written permission from their company or organization to share their Description on the Fluke website and/or in other marketing materials.
- **Step 2:** Next, visit www.fluke.com/IEEN/legend and complete and submit an entry form. Written Descriptions must be copied and pasted into the entry form. You must acknowledge that you have read and agreed to these Official Rules by checking a box on the entry form.

All requested information must be provided for your entry to be valid. Entries become the exclusive property of Sponsor and will not be acknowledged or returned. All entrants and entries are subject to verification by Sponsor. By participating in the Promotion, you consent to being placed on an email mailing list for promotional and other purposes, subject to Sponsor's privacy policy (available at <http://en-us.fluke.com/site/privacy>). You may subsequently opt-out of receiving further emails from Sponsor as set forth in its privacy policy.

8. **Promotion Rules.**

Entries will be judged as follows:

- Beginning on or about September 1st, 2015 and ending on or about October 31st, 2015, a panel of qualified Sponsor employee judges (together, the "**Judges**") will evaluate eligible entries every month, and select a prize winner based on the Judging Criteria (defined below).
- Entries will be evaluated based on the following "**Judging Criteria**":
 - Explanation of business benefit provided; and
 - Demonstration of creative use of the Fluke product.

In the unlikely event of a tie, the winning entry/entries will be determined by the Judges pursuant to the highest score in the following category: explanation of business benefit provided. Potential winners will be notified by e-mail. To claim a prize, each winner should follow the instructions contained in his/her notification. Potential winners must send their Descriptions directly to Sponsor in the manner and format requested by Sponsor.

Winning Descriptions may be publicly-displayed and otherwise used and incorporated by Sponsor on the Fluke website at www.fluke.ie.

Sponsor reserves the right, in its sole and absolute discretion, to disqualify any entries that are inappropriate for any reason, including, without limitation, Descriptions that contain, depict, describe, mention, or refer to profane, sexually explicitly, hateful, defamatory, or discriminatory material or are otherwise not appropriate for, or consistent with, Sponsor's brand image.

9. **Sponsor's Rights to Entry Materials.** By entering the Promotion and submitting your Description, you hereby grant to Sponsor a perpetual, irrevocable, royalty-free, worldwide, nonexclusive license to publish, reproduce, publicly display, perform, distribute, adapt, edit, modify, translate, create derivative works based

upon, and otherwise use and sublicense your Description, or any portion thereof, in connection with the Promotion and for other entertainment, instruction/education advertising, marketing and promotional purposes, and to incorporate the Description, in whole or in part, into other works in any manner, form, media or technology now known or later developed. For purposes of clarification and not limitation, this grant of rights includes, and you expressly consent to, Sponsor's right to use and publicly display your name, image, likeness, and persona. Sponsor will have no obligation to publish or use or retain any Description you submit or to return any entry materials to you. You agree that it is your sole responsibility to obtain all permissions and releases necessary for the grant of the rights contained in this paragraph. You agree to take, at Sponsor's expense, any further action (including, without limitation, execution of affidavits and other documents) reasonably requested by Sponsor to effect, perfect or confirm Sponsor's rights as set forth above in this paragraph. You will not be entitled to compensation for any use by Sponsor, or its agents, licensees or assignees, of your Description.

10. **No Confidentiality.** Entry materials submitted to Sponsor will not be treated as confidential, and you will not include or disclose any trade secrets or other confidential information, including without limitation confidential information of any third party, in any entry materials.

11. **Non-Infringing Entry Materials.** You hereby represent and warrant that (a) you are eligible to enter the Promotion and submit the Description as described in these Official Rules; (b) the Description is original to you and that you are the owner of all right, title and interest in and to the Description and have the right to grant the rights granted herein or, alternatively, you have obtained all necessary rights, consents and permissions (including without limitation consents for third-party names, images, and likenesses) to use, post and submit the Description in connection with the Promotion and to provide all the rights, consents, and permissions specified in these Official Rules; (c) the Description and the use thereof as contemplated herein does not and will not violate or infringe upon any law or regulation or the rights of any third party, including, without limitation, any copyright, trademark, patent, or any rights of publicity or privacy, or any other intellectual property or proprietary rights; and (d) any statements, remarks or claims contained or depicted in your Description will reflect your honest beliefs, views, opinions and experiences. Further, and regarding the preceding clause (d), you agree to provide supporting information or documentation related to these statements, remarks, claims, beliefs, views, opinions and experiences at Sponsor's request.

12. **General Release.** By entering the Promotion, you release Sponsor and all Released Parties from any liability whatsoever, and waive any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Promotion or delivery, misdelivery, acceptance, possession, use of or inability to use any prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory.

13. **Use of Winner Name, Likeness, etc.** Except where prohibited by law, entry into the Promotion constitutes permission to use each winner's name, hometown, image, likeness, persona and/or prize information, without limitation, for promotional purposes without further permission or compensation. As a condition of being awarded any prize, except where prohibited by law, each winner may be required to execute a consent to the use of their name, hometown, image, likeness, persona and/or prize information, without limitation, for promotional purposes without further permission or compensation. As a condition of being awarded any prize, except where prohibited by law, each winner agrees, if so requested by Sponsor, to be available for and participate in an interview, the result of which may be used on line and in print, for promotional purposes, without further permission or compensation.

14. **Affidavit & Release.** As a condition of being awarded any prize, each winner may be required to execute and deliver to Sponsor a signed affidavit of eligibility and acceptance of these Official Rules and release of liability, and any other legal, regulatory, or tax-related documents required by Sponsor in its sole discretion.

15. **Winner List; Rules Request.** For a copy of the winner list, send a stamped, self-addressed, business-size envelope after 31st October, 2015 to Sponsor at the address listed below, Attn: "Fluke Story Contest" Winner List. To obtain a copy of these rules, send a stamped, self-addressed business-size envelope to Sponsor at the address listed below, Attn: " Fluke Story Contest " Rules Request. Return postage not required.

16. **Intellectual Property Notice.** FLUKE is a trademark of Sponsor and its affiliated companies. The Promotion and all accompanying materials are copyright © 2015 by Sponsor. All rights reserved.

17. **Miscellaneous.** The Promotion and these Official Rules will be governed, construed and interpreted under the laws of the Netherlands. Entrants agree to be bound by these Official Rules and by the decisions of Sponsor, which are final and binding in all respects. Sponsor reserves the right to change these Official Rules at any time, in its sole discretion, and to suspend or cancel the Promotion or any entrant's participation in the Promotion should viruses, bugs, unauthorized human intervention or other causes beyond Sponsor's control affect the administration, security, fairness or proper play of the Promotion, or Sponsor otherwise becomes (as determined in its sole discretion) incapable of running the Promotion as planned. If Sponsor cancels the Promotion due to such issues, Sponsor will award the Promotion prizes based on the Judging Criteria from among all eligible entries received prior to cancellation. Entrants who violate these Official Rules, violate any law, rule or regulation in connection with participation in the Promotion, tamper with the operation of the Promotion or engage in any conduct that is detrimental or unfair to Sponsor, the Promotion or any other entrant (in each case as determined in Sponsor's sole discretion) are subject to disqualification from entry into the Promotion. Sponsor reserves the right to lock out persons whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Promotion. Any provision of these Official Rules deemed unenforceable will be enforced to the extent permissible, and the remainder of these Official Rules will remain in effect. If you have any questions about these Official Rules or the Promotion, please e-mail them to info@fluke.com

18. **Sponsor:** Fluke Europe B.V., Science Park Eindhoven, 5692 EC Son en Breugel, The Netherlands.