

## **Email Sign Up Price Reduction**

### **End User Customers in the United States**

#### **TERMS AND CONDITIONS**

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

Eligible customers in the United States who participate in this Email Sign Up (the “Promotion”) during the Price Reduction 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 an one-time discount code as further described below.

##### **2. Eligibility**

For purposes of the Discount Promotion, customer must be a first time customer visiting Flukebiomedical.com, a website operated by Fluke Health Solutions, a division of Fluke Electronics Corporation in the United States (“Sponsor”), and reside in the United States.

Only customers that are end-users and use a product advertised on the Flukebiomedical.com website (the “Qualifying Fluke Health Solutions Products”) for their own purposes are eligible to participate in the Promotion (“Eligible Customers”). Distributors, resellers, sales representatives, 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 any government entities, including government owned or controlled companies 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 Health Solutions Product during the Promotion Period, which starts at 12:00 AM PST on November 6, 2020 and ends at 11:59 PM PST on December 31, 2020 (the “Promotion Period”). Pacific Standard Time (PST) shall control for all purposes of the Promotion.

##### **4. Instructions on How to Participate in the Promotion**

In order to receive the Discounted Price under the Promotion, all Eligible Customers must follow the process stated below during the Promotion Period.

Eligible Customer must opt in to receive Fluke Biomedical and RaySafe email communications with a valid email address. The discount code will be provided to Eligible Customer via email after the sign up process is complete. To redeem the discount, Eligible Customer will enter provided discount code at the time of purchase within the Discount Promotion Period.

##### **5. Restrictions and Limitations of the Promotion**

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

Any products purchased by the Eligible Customer in addition to the Qualifying Fluke Health Solutions Products will be at the full sale price.

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

No cash substitutes are allowed for any reason.

## 6. **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.

All discounts provided under the Promotion are intended to comply with the federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b). To the extent required by 42 C.F.R. Section 1001.952(h) (the Anti-Kickback Statute discount safe harbor regulations) or other applicable laws and regulations, the Eligible Customer must fully and accurately reflect in cost reports or other submissions to federal healthcare programs all discounts provided under the Promotion, and upon request by the Secretary of the U.S. Department of Health and Human Services or a state agency, must make available information provided to the Eligible Customer by Sponsor concerning the discounts.

## 7. **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, 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.

## 8. **Miscellaneous**

The Promotion and these terms and conditions will be governed, construed and interpreted under the laws 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 and any action brought

regarding the Promotion and these terms and conditions may only be brought in the state or federal courts located in 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 Eligible 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, including but not limited to adding, removing and modifying Products or any services on the product list, in its sole and absolute discretion, and to suspend or cancel the Promotion or any Eligible 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 Sponsor's 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 Eligible 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 Eligible Customer and Sponsor or from any failure by the Eligible 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 Eligible 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 Eligible 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 [sales@flukebiomedical.com](mailto:sales@flukebiomedical.com) or send written questions to the address: Attn: Fluke Biomedical: Fluke Electronics Corporation, PO Box 9090 Everett WA 98203.

9. **Sponsor's Address Information**

Fluke Electronics Corporation or Fluke Corporation  
PO Box 9090  
Everett WA 98203

10. **Copyright Notice**

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