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| |  | | --- | | **Buy a Fluke Thermal Imager, Ti480 PRO or TiX580 and choose a FREE gift (Fluke product)**  [FLK-LENS/TELE2 Telephoto Infrared Lens-4335350, FLK-LENS/WIDE2 Wide-angle Infrared Lens-4335361, FLUKE-279FC I/B Wireless TRMS Thermal Multimeter-4989200 or FLK-PTI120 Pocket Thermal Imager-5302512]  How to receive your free lens from Fluke:  • Purchase a qualified Fluke Thermal ImagerTi480 PRO or TiX580 between March 1, 2023, and June 30, 2023.   * End-user customers residing in mainland European Union, United Kingdom, Switzerland, Norway, Sweden, Finland, Albania, Bosnia-Herzegovina, Iceland, Macedonia, and Servia are eligible to participate in this promotion. Purchases must be made from an authorized Fluke Distributor in the country of the customers’ residence.   • Proof of sale in the form of a single receipt or invoice is required. Packing slips, purchase orders/order confirmations are not acceptable as proof of purchase. • Products other than the qualifying products are NOT eligible for this promotion. • If this was an online purchase, proof of delivery that indicates the delivery carrier, delivery date and electronic tracking number is required. Redeem your free Fluke Lens online! Visit: [www.fluke.com/en/freefluke-claim](http://www.fluke.com/en/freefluke-claim)  Receive and enjoy your new Fluke Lens! \*Additional terms and condition apply. By participating in this promotion, you agree to the terms and conditions. Please refer to the terms and conditions at [www.fluke.com/en/freefluke](http://www.fluke.com/en/freefluke)  Terms and Conditions  1. Description of Promotion:  As part of this promotion (the “Promotion”), during the Promotion Period (defined in Section 3 below), eligible end-user customers who meet all the requirements as set forth in these terms and conditions of the Promotion are eligible to receive a free Fluke tool, as further described below. Under the Promotion, eligible end-user customers of Fluke Europe B.V. or its affiliated legal entities (“Sponsor”), in each case transacting under the Fluke brand, shall be eligible to receive one Fluke tool of their choice from: (i) FLK-LENS/TELE2 Telephoto Infrared Lens-4335350, FLK-LENS/WIDE2 Wide-angle Infrared Lens-4335361, FLUKE-279FC I/B Wireless TRMS Thermal Multimeter with iFlex & extra battery-4989200 or FLK-PTI120 9HZ 400C Fluke Pocket Thermal Imager; 120x90; 9HZ; 400C-5302512 (“Gift”), upon the purchase of qualifying Fluke Product(s) as listed below:  “Fluke Products” means any of the following Fluke Product(s), as listed below:  Model Description Product Number  FLK-TI480-PRO 60HZ Infrared Camera 640X480; SR 4947326  FLK-TI480-PRO 9HZ Infrared Camera 640X480; SR 4947332 FLK-TIX580 60HZ Infrared Camera; 640X480; SR 4842073 FLK-TIX580 9HZ Infrared Camera; 640X480; SR 4841945  Specifically, this excludes all other Fluke products including but not limited to, Fluke IG products not listed above, and products of Fluke Calibration, Fluke Networks, Fluke Biomedical, Beha-Amprobe, Pomona, Comark, eMaint software and Pacific Laser Systems.  2. Eligibility and Promotion Period:  For purposes of this Promotion, a customer must be an end-user, residing inside mainland European Union, United Kingdom, Switzerland, Norway, Sweden, Finland, Albania, Bosnia-Herzegovina, Iceland, Macedonia, and Servia. To be eligible for this Promotion, a customer must purchase a Fluke Product during the Promotion Period, which starts at 12:00 AM (CET) on March 1st, 2023, and ends at 11:59 PM (CET) on June 30th, 2023 (the “Promotion Period”).  The customer’s invoice/receipt must show the date of purchase of the Fluke Product which must fall within the Promotion Period. Sponsor’s computer shall be the official time-keeping device for the Promotion. The Promotion is only valid on purchase(s) made during the Promotion Period.  Eligible customers can claim one (1) Gift of their choice per Fluke Product amongst the options provided above or offered as an alternative to the customer from time to time, corresponding to the net price paid by the customer for the qualifying Fluke Products for this Promotion at the time of purchasing the Fluke Products during the Promotion Period (excluding VAT and other sales taxes, shipment/handling and other surcharges). Where invoices have other products listed on them, in addition to the Fluke Product(s), only the amounts pertaining to the Fluke Products on such invoices will be considered while evaluating the eligibility of the Gift.  3. Instructions on How to Participate in the Promotion:  In order to receive the Gift, all eligible customers must follow the process stated below:  a. Customers should register a claim via the Promotion’s online registration form at [www.fluke.com/en/freefluke](http://www.fluke.com/en/freefluke)-claim . The Promotion form must be fully completed and submitted along with a clear, legible scan of the invoice of a Fluke Product purchased during the Promotion Period, as proof of purchase. Packing slips, purchase orders/order confirmations are not acceptable as proof of purchase. Invoices with dates outside the Promotion Period are not valid and will not be considered. In addition to the proof of purchase, the customer’s address will be required to obtain the Gift.  b. Customers will be required to select their choice of one Gift in the online registration form from the two options provided in the first paragraph above.  c. Customers may only register one (1) claim of Gift per Fluke Product. Invoices cannot be aggregated or used more than once.  d. Sponsor will accept valid claims until August 31st, 2023 (‘Claims Deadline’) with a proof of purchase between March 1st-June 30th. Claims registered after this date will be rejected as invalid.   e. Sponsor shall verify the submitted invoice scans, the Gift options, and the forms. In case of discrepancies in the form, such as non-purchase of a Fluke Product, Sponsor shall, at its sole discretion, be entitled to determine that customer’s eligibility of receiving the Gift. If Sponsor determines that the customer’s claim does not meet the terms and conditions or is otherwise ineligible, the customer will be informed accordingly.  f. Within 45 days from the Claims Deadline, Sponsor or its representatives shall dispatch the Gift to the address provided by the customer.  g. In case of non-receipt of the free product, customer should inform Sponsor at the earliest, but no later than 31st August 2023. Claims of non-receipt received after this date shall be resolved solely at Sponsor’s sole discretion.  4. Other Restrictions and Limitations of the Promotion:  This Promotion is a standalone promotion and is not valid in conjunction with other any other promotions, offers, discounts or vouchers. The Gift cannot be offset against other services or purchases or combined with any special offers, promotions, or contracts.  The customer and all materials submitted to Sponsor in connection with the Promotion are subject to verification and audit by Sponsor, in its sole and absolute discretion. Any materials submitted in connection with the Promotion that do not comply with any aspect of these Promotion terms and conditions may be rejected by Sponsor in its sole and absolute discretion, and the customer may be disqualified from participating in the Promotion.  Participants in this Promotion who purchase Fluke Products for or on behalf of their employer agree to promptly deliver any Gift awarded under this Promotion with respect to such purchases to their employer, and to provide evidence of such delivery upon request. Participants further agree to comply with their employer’s policy regarding acceptance of gifts.  Employees, (sub-)distributors and their representatives or agents, directors and officers of 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 distributors or competing tool manufacturers are eligible to participate in the Promotion. This Promotion is not applicable by law to the following persons: employees of a government or agency or a public international organization; persons acting in an official capacity for or on behalf of such government agency or organization; employees of companies owned by the government or under government control; persons who represent a political party, party officials and candidates. This Promotion is also not applicable to healthcare professionals, being (a) individuals (or entities) involved in the provision of health care services to patients, or (b) individuals (or entities) who purchase, lease, recommend, use, arrange for the purchase or lease of, or prescribe Sponsor’s medical products or services on behalf of health care professionals, including physicians’ purchasing agents, physicians’ practice managers and management within medical group purchasing organizations.  5. Disclaimer:  Sponsor and each of its parent companies, subsidiaries, and affiliates, and each of their respective directors, officers, 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 redemption requests related to the Promotion; (b) telephone, electronic, hardware, software, network, Internet, or other computer- or communications-related malfunctions or failures related to the Promotion; (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.   6. Release of Liability and Indemnification:  Except where otherwise prohibited by law, by participating in the Promotion, the customer releases and agrees 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 the Promotion and the offers made 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 product value to that stated in these Promotion terms and conditions; (f) any tax liability incurred by participant; or (g) use or misuse of the products offered under the Promotion.  7. Miscellaneous:  The Promotion and these terms and conditions will be governed, construed, and interpreted under the laws of the territory in which the Sponsor is incorporated 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 territory in which the Sponsor is incorporated, 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 computer viruses, unauthorized human intervention or other causes beyond Sponsor’s control affect the administration, security 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 prevail. 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.  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 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 and conditions or the Promotion, please email them to [privacypolicy@fluke.com](mailto:privacypolicy@fluke.com) or send written questions to the address provided immediately below.  8. Sponsor’s Address Information:  Fluke Europe B.V., BIC 1, 5657 BX , The Netherlands.  9. Copyright and Trademark Notices: The Promotion and all accompanying materials are copyright © 2023 by Fluke Corporation and their affiliated legal entities. All rights reserved. FLUKE is a registered trademark of Fluke Corporation. | |