

Mobile Device Survey – iPad Mini™ with Retina® Display Giveaway Official Rules

OFFICIAL RULES:

NO PURCHASE OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

GENERAL CONDITIONS:

The iPad Giveaway (the “Sweepstakes”) is sponsored by Tektronix, Inc., 14200 S.W. Karl Braun Drive, Beaverton, OR 97077, U.S.A. The Sweepstakes is governed by these Official Rules, as well as by the laws of the State of Ohio and applicable United States federal law, without regard to any conflicts of laws principles. The Sweepstakes is void where prohibited or restricted by law. By entering the Sweepstakes, each entrant agrees to abide by the terms of these Official Rules and by the decisions of Sponsor, which are final and binding on all matters pertaining to the Sweepstakes.

HOW TO ENTER:

To enter, you must fully complete and submit the online survey.

NOTIFICATION:

One (1) winner will be selected in total –the individual will be randomly selected from all eligible entrants who enter to win by fully completing and submitting the contest web form. The drawing will occur on or before August 6, 2014 from all eligible entries received by 11:59 PM on July 25, 2014. The winner will be notified by mail, email or telephone on or about August 18, 2014. The odds of winning are determined by the total number of eligible entries received. Winner will be required to respond to the prize notification within the time specified in the notification and may be required to: (1) provide his or her full mailing address for the purpose of receiving the prize, which address must be within the 50 United States (excluding Puerto Rico) or Canada (excluding Quebec); (2) sign and return a release of liability, declaration of eligibility, and, where lawful, a publicity release, upon Sponsor’s request; and (3) take possession of the prize in the manner specified by Sponsor. In addition, selected Canadian entrants must first correctly answer a time-limited mathematical skill testing question administered by telephone in order to claim a prize. If the above requirements are not met, the prize may be awarded to a replacement winner drawn at random from the pool of remaining eligible entries. The replacement winner(s) will need to satisfy all of the requirements of these Official Rules. This process will be repeated until the prize is awarded in full.

PRIZE:

The winner will receive one 16 GB Wi-Fi enabled iPad Mini with Retina Display (approx. retail value \$529).

THE PRIZE IS GIVEN AWAY BY SPONSOR “AS-IS.” SPONSOR DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

ELIGIBILITY:

This promotion is offered and open only to legal residents of the United States of America (excluding Puerto Rico), and Canada, who: are 18 years or older at the time of entry. Employees, officers and directors of Sponsor, Sponsor's suppliers, parents, affiliates, and subsidiaries and members of the immediate family (spouse, children, siblings, parents), and persons living in the same household (whether or not related) of any such employee, officer or director are ineligible to enter or win. By participating, entrants agree to these Official Rules and the decisions of the Sponsor are final and binding in all respects. Notwithstanding anything herein to the contrary, this Sweepstakes shall be void where prohibited.

Only one (1) entry via any means of entry per person, e-mail address, or household is permitted. Late, incomplete, computer-generated script, or other automated entries are not eligible and are void. In addition, entries that have been tampered with or altered are not eligible and are void. Entries made on the Internet will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry. A potential winner may be required to provide proof that he or she is the authorized account holder of the e-mail address associated with the entry. It is the sole responsibility of each entrant to notify Sponsor in the event of a change in e-mail address or other contact information. Sponsor is not responsible for network, modem, or other equipment failures or for incomplete, garbled, or delayed entries, however caused.

DISQUALIFICATION:

Sponsor reserves the right, in its sole discretion, to disqualify any entrant that Sponsor determines: (1) has tampered with the entry process or the operation of the Sweepstakes; (2) has acted in an unsportsmanlike or disruptive manner or with the intent to annoy or harass Sponsor or any other person or entity; (3) has not satisfied all of the requirements for entry in the Sweepstakes; or (4) is otherwise ineligible under, or in violation of, these Official Rules.

LIABILITY/TERMS AND CONDITIONS:

By entering, each entrant releases and holds harmless Sponsor, any other persons or entities involved in the Sweepstakes, each of its and their respective parents, subsidiaries, and affiliates, and each of its and their respective officers, directors, employees, and agents, from any responsibility or liability whatsoever arising out of or resulting from: (1) entry or participation in the Sweepstakes; (2) the acceptance, possession, or use of any prize; (3) any violation by such entrant of these Official Rules or applicable laws; (4) any incorrect or inaccurate entry of information including, but not limited to as a result of technical malfunctions, human error, lost/delayed data transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software or any combination thereof; (5) entry materials that have been tampered with, or entries that are illegible, late, lost, damaged, postage due or misdirected; (6) any injury or damage to participants or any other person's computer related to or resulting from participation or downloading any material in connection with the Sweepstakes; and (7) any conditions arising from events beyond Sponsor's reasonable control. Notwithstanding the foregoing, normal manufacturer's warranties provided with any prizes awarded herein shall remain in effect in accordance with their terms. Sponsor shall have no responsibility for manufacturer warranties, unless the warranty is provided in connection with prizes manufactured by Sponsor and provided at the time of award.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEITHER SPONSOR NOR ANY OF THE AFOREMENTIONED PARTIES SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE,

EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE SWEEPSTAKES, HOWSOEVER CAUSED, WHETHER ARISING IN STATUTE, TORT, CONTRACT, OR OTHER LEGAL THEORY, AND REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ALL SUCH DAMAGES ARE HEREBY DISCLAIMED AND EXCLUDED.

PUBLICITY:

By entering, each entrant grants to Sponsor the right to use and publish such entrant's name, state of residence, and any other information in any winning entry both online and in print, in connection with the Sweepstakes, without additional compensation. In addition, by entering, each entrant consents to the use of their names and likeness for advertising and/or promotional and/or marketing purposes without additional compensation. (A Tennessee resident consents to the use of his name and likeness only if such Tennessee resident expressly consents to such use.) Sponsor reserves the right to use any information provided by entrants in connection with the Sweepstakes in any manner permitted by these Official Rules or the Web Site policies.

TERMINATION:

Sponsor reserves the right, in their sole discretion, to cancel, terminate, modify, or suspend the Sweepstakes at any time for any reason, including but not limited to any reason that affects the administration, security, fairness, integrity, or proper conduct of the Sweepstakes. Such reasons included but are not limited to fraud, tampering, unauthorized access, infections by computer virus, bugs, technical failures, or any other causes beyond the control of Sponsor.

NO ENDORSEMENT:

Nothing contained in these Official Rules or in any of the Sweepstakes materials should be construed as an endorsement by Sponsor of any prize manufacturers or suppliers or other third party, product, or service.

Taxes

Prize winner will be responsible for any state or local income taxes arising out of the award.

WINNERS LIST:

For the name of the prize winner, available after August 18, 2014, send a stamped, self-addressed envelope to:

Keithley Instruments, a Tektronix Company

28775 Aurora Road
Cleveland, OH 44139
Attn: Tom Hudak

Requests must be received by September 26, 2014. Questions regarding the Sweepstakes may be directed to Tom Hudak at thomas.hudak@tektronix.com.