

Contest Name: "Latitude \$100,000 Bracket Challenge" (*hereafter "Contest"*)

Company(s): Latitude Commercial Realty, Inc. (the "Company")

Company Business Address: 2342 Cline Ave. Schererville, IN 46375

Company Business Telephone: 219-864-0200

Description of Contest/Promotion.

DATE OF CONTEST: 2/25/19 – 4/9/19

NO PURCHASE NECESSARY. PURCHASE DOES NOT INCREASE ODDS OF WINNING. Void where prohibited. Odds of winning depend upon the number of participants and skill in predicting the outcome of college basketball games.

HOW TO ENTER

To enter to win the ESPN-Latitude Commercial \$100,000 Bracket Challenge, Participants must visit the Latitude Commercial website (www.latitudeco.com), click on the link to the ESPN Bracket Challenge website, and complete a bracket in the ESPN-Latitude Group which will consist of all the games in the 2019 NCAA Men's Basketball Tournament (*hereafter "Tournament"*). The only means of entry will be this online method.

HOW TO PLAY

1. The Company will create a Group on the ESPN website where people can enter their bracket predictions. Entries must be submitted before tip-off of the first game of the 2019 NCAA Men's Basketball Tournament or the closing of the online entry process, whichever is sooner. Players will submit their predictions for the Tournament online by entering name, address, e-mail, phone, and other personal information. The online bracket form must be completed in its entirety.
2. Limit one entry per person. Multiple entries will void ALL entries by that person. Entry may not be modified or replaced after initial submission.
3. The generally accepted odds of winning by predicting a perfect bracket are 1 in 9.2 quintillion based upon random selection. But true odds can be better than based upon the player's knowledge of college basketball and the obviously high likelihood of one great team beating a

lesser team. Odds of a Participant winning the prize for the best bracket depends on the number of Participants who submit entries.

4. Participants must execute and return any required affidavit of eligibility and/or liability/publicity prior to claiming any prize(s). Failure to do so before 5:30pm on Thursday, May 9, 2019 will disqualify the Participant and result in forfeiture of the prize(s). If a Participant does not claim the prize(s) by 5:30pm on May 9, 2019 and/or is not in compliance with these Official Rules (including eligibility requirements), Participant will be disqualified and will forfeit all prize(s), and no prize(s) will be given away at all.
5. Unless otherwise specified in the prize notification, the prizes(s) must be picked up in person during regular business hours but no later than 5:30pm on May 9, 2019 at the Company at 2342 Cline Ave, Schererville, IN 46375. The Contest winner is responsible for all transportation costs related to claiming the prize(s) and the prize(s). The Contest winner will forfeit any prize or prize certificate not claimed before 5:30pm on May 9, 2019.
6. The ESPN Bracket Challenge will use the 2019 Tournament Challenge that is hosted by [espn.com](http://games.espn.com/tournament-challenge-bracket/2019/en/story?pageName=tcmen\rules), and all ESPN rules will apply. See <http://games.espn.com/tournament-challenge-bracket/2019/en/story?pageName=tcmen\rules>. Any violation of these rule voids submissions and disqualifies the entry from the contest.
7. All decisions of Company management with respect to the Contest are final.

ELIGIBILITY

This is a local contest sponsored by Latitude Commercial Realty, Inc, and it has no connection to any other organization. The Contest is open to all legal residents of the United States aged 21 or older. All entrants are eligible to win the \$100,000 prize for the perfect bracket, however, only entrants who reside in Lake County or Porter County in Indiana are eligible to win the prize(s) for the best bracket. Winner(s) are subject to verification of eligibility and compliance with all the rules. Entrants may only qualify for the prize(s) and win for the duration of this contest.

Any prizes not awarded due to ineligibility of contestant are returned to the Company for reuse.

PRIZES

1. \$100,000 for submitting a 100% perfect bracket. Prize of \$100,000 will be paid out in equal installments of \$10,000 per year beginning in 2019. If more than one person predicts a perfect bracket, the tie-breaker will be the prediction of the final score of the tournament's championship game as determined by the ESPN Bracket Challenge. If a tie still remains after that tie-breaker, the prize will be awarded equally to all winners (i.e. if two people tie for the win, they each receive \$50,000).

2. The best bracket winner will be based upon the score assigned by the ESPN Tournament Challenge. The prize package for submitting the best bracket will consist of gifts from the Company and partners. If there is a tie for best bracket, the tie-breaker will be the prediction of the final score of the tournament's championship game as determined by the ESPN Bracket Challenge. If a tie still remains after that tie-breaker, the winner will be determined by a single roll of two dice (per tied entry) with the highest number on the dice face prevailing. In the event of tied rolls, subsequent rolls will be done until there is not a tie. Only one prize package will be awarded for the best bracket.
3. All prizes are awarded as-is. There is no substitution, transfer, or cash equivalent for prizes, except that Company may, at its sole discretion, substitute prizes of comparable value or cash. The prizes are expressly limited to the item(s) listed above and do not include taxes, gratuities or any other expenses. Company is not responsible for winners' limitations that prevent acceptance, use, or nonuse of prize. Entrants acknowledge that the Released Parties, as defined herein, have not made, nor are in any manner responsible or liable for, any warranties, representations or guarantees, and hereby disclaim any and all warranties expressed or implied, in fact or in law, whether now or hereafter enacted concerning any prize, including without limitation, implied warranties of quality, merchantability, mechanical condition, or fitness for a particular purpose, except for any express manufacturer's warranty as may be included with the prize or as may be separately provided to participants by law. Other restrictions may apply.
4. Any prize certificates or coupons are subject to the terms and conditions as set forth by the issuer of the certificate or coupon. Such certificates and coupons are not refundable or transferable, and may not be substituted or exchanged for cash or credit at any time, nor will such certificates or coupons be replaced if unused, lost, stolen, or damaged.
5. For any home improvement prizes (if any), winner will be required to make home available and accessible to vendor personnel as reasonably required by vendor to perform the services and to sign any documents vendor may require prior to performing the services. If the winner does not own a home, the winner may be awarded a prize of \$100 instead.
6. For all prizes involving services and products, the provider of the services or products will be determined in the sole discretion of vendor.
7. The winner(s) may be required to complete and submit an IRS Form W-9 before the prize(s) can be claimed. Federal income taxes of 25% may be withheld by Company.

CONDITIONS

1. Payments of all federal, state and local taxes are solely the responsibility of the winners. Winners will be required to complete and submit an IRS Form W-9 or the equivalent including the winner's full Social Security Number for receipt of any prize valued at \$600 or more or for any prizes awarded by Company in a calendar year with an aggregate value of \$600 or more. Failure to submit a complete W-9 or equivalent will result in disqualification and forfeiture of the prize.
2. Prior to awarding any prize or prize certificate, and depending on the nature of the prize and eligibility requirements of the Contest, the Company in its sole discretion will require

verification of Contest winner's identification by a showing of valid government-issued photo identification. By entering, participating and/or accepting a prize in the Contest, each Participant, winner, and guest if applicable, agrees not to sue and to release, discharge, indemnify, hold harmless, and absolve the Company, prize providers, the Company's sponsors and promotional partners, the Company's advertising and promotion agencies and each of their respective parent, subsidiary and affiliated entities and the officers, shareholders, directors, employees, agents, and representatives and the successors and assigns of each of them (the "Released Parties") from and against any and all claims, demands, actions, suits, losses, expenses, costs, damages, and liabilities including, without limitation, interest, penalties, court costs and reasonable attorneys' fees and expenses arising directly or indirectly from the prize or participation in the Contest, including, but not limited to, personal injury, death, or damage to or loss of property, which may occur in connection with, preparation for, travel to, or participation in Contest, or possession, acceptance and/or use or misuse of prize or participation in any Contest-related activity, including but not limited to any claims based on publicity rights, defamation, or invasion of privacy and merchandise delivery.

3. Company, in its sole discretion, reserves the right to disqualify any person (and all of their entries) from this Contest if he or she tampers with the entry process, the operation of the Contest, or the operation of Company's web channel or is otherwise in violation of the Official Rules or direction of Company. If a dispute arises regarding compliance with these Rules, Company may consider, in its sole discretion, data reasonably available to Company through information technology systems in Company's control, but Company will not be obligated to consider any data or other information collected from any other source. Company further reserves the right, at its sole discretion, to modify, cancel, terminate or suspend the entry portion of the Contest, or any part of it, if it is not capable of completion as planned or if any fraud, technical failures or any factor beyond the Company's control, including infection by computer virus, bugs, tampering, unauthorized intervention or technical failures of any sort, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest as determined by Company in its sole discretion. If due to circumstances beyond the control of Company, any competition or prize-related event or travel is delayed, rescheduled, postponed or cancelled, Company reserves the right, but not the obligation, to modify, suspend, or cancel the Contest and shall not be required to award a substitute prize.
4. The Released Parties are not responsible for (i) typographical or other errors in the printing, the offering or the administration of the Contest, or in the announcement of a prize; (ii) entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties, malfunctions, disconnections, other technological failures, telephone service outages, delays, dropped calls, or busy signals or 3rdParty Applications or vendors; or any other difficulties that may prevent an individual from entering or participating, or (iii) lost, stolen, mangled, misdelivered, misdirected, postage due, illegible, incomplete, incorrect, or late entries. Further, the Released Parties are not responsible if any part of a Contest prize cannot be awarded due to acts of God, acts of war, natural disaster, weather, acts of terrorism or other factors beyond the Company's control.
5. All prizes must be accepted as awarded and are non-transferable. To claim prize, winner must come to the Company during the hours of 8:30am to 5:30pm Monday through Friday, before 5:30pm on May 9, 2019 and provide government-issued photo ID and that Company will copy for file. After identification procedure and forms are satisfactorily completed, winner may claim their prize. If prize is cash prize will be sent to winners mailing address no later than 30 days after prize is won. The Company's business office is at 2342 Cline Ave. Schererville, IN 46375

6. Force Majeure. If the performance of this Contest or any obligations hereunder is prevented, restricted or interfered with by reason of hurricane, earthquake, fire, flood, or other casualty, strikes, riot, storms, explosions, acts of God, war, terrorism, loss or malfunctions of utilities, communications or computer (software and hardware) services, hacking, malware, corruption of code, corruption of data, destruction of data, or any similar occurrence or condition beyond the reasonable control of the Company, the Company shall be excused from all obligations related to Contest, and the awarding of prizes will not occur.