## Official Rules

## RULES GOVERNING 900 NEW YORK AVENUE WEBSITE LAUNCH PROMOTION

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID IN RI, OUTSIDE THE U.S. AND WHERE PROHIBITED.

- 1. Entry Period: Entries for the "900 New York Avenue Website Launch Promotion" (hereinafter "Promotion" or "Giveaway") will be accepted beginning at 12:01 a.m. (EST) on Wednesday, August 7th, 2019, and no entries will be accepted after 11:59 p.m. (EST) on Wednesday, August 20th, 2019 ("Entry Period").
- 2. Eligibility Criteria: Void where prohibited by law. In order to be eligible to enter the Giveaway, an individual must successfully enter the Giveaway, the process of entry being described below and: (i) the recipient must be over 21 years old and a U.S. citizen or a legal U.S. resident of any U.S. state or U.S. territory other than Rhode Island, or any other state where the Giveaway is prohibited or void; and (ii) the recipient may not be an employee (full-time or part-time), independent contractor or an immediate family member of an employee or independent contractor of Core 12, LLC, Cushman & Wakefield, Inc., Gould Property Company, Oxford I Asset Management USA Inc, a Delaware corporation, Square 374 LLC., and their respective parent companies, affiliates, subsidiaries or any other business entity engaged in operating the Giveaway or selecting the winners of the Giveaway (collectively, "Promotion Parties"). The term "immediate family" includes spouses, siblings, parents, children, grandparents, and grandchildren, whether as "in-laws", or by current or past marriage(s), remarriage(s), adoption, cohabitation or other family extension, and any other persons residing at the same household whether or not related. All entries not strictly meeting the criteria set forth in these rules are disqualified. Participation constitutes entrant's full and unconditional agreement to these Rules and Sponsor's decisions, which are final, binding and not disputable in all matters related to the Giveaway. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- 3. Sponsors of Giveaway: This Giveaway is presented by Gould Property Company and Oxford I Asset Management USA Inc, a Delaware corporation.
- 4. How to Enter: All eligible individuals may enter the Giveaway solely by responding via email per the instructions laid out in the promotional email to <a href="mailto:paul.adkins@cushwake.com">paul.adkins@cushwake.com</a>. No purchase is necessary to enter, and no purchase made during the giveaway period will result in eligibility. Use of any automated system to participate, other than the authorized website, is prohibited and will result in disqualification.
- 5. Grand Prize: One-hundred-dollar (\$100.00) gift card to a CityCenter, Washington D.C. restaurant of the winner's choosing from the list provided here: Centrolina, Del Frisco's Double Eagle Steak House, DBGB Kitchen and Bar, Dolcezza, Estuary (at The Conrad),

- Fig & Olive, Fruitive, Momofuku, Milk Bar, Piccolina da Centrolina or Summit (at The Conrad). A list of prizes will be reported to the relevant federal tax and state authorities as required by law and prize winners will be solely responsible for reporting and paying applicable taxes on any prized awarded. Any prize substitutions are at the sole discretion of the sponsor, for a prize of equal or greater value in sponsor's reasonable judgment.
- 6. Winner Selections/Notifications: On or about Thursday, August 22, 2019 at 12:00 noon EST, a random drawing of all the entries submitted during the Entry Period will take place to select the ten (10) winners. The first ten (10) names drawn that represent valid entrants will be the potential winners. The potential winners will be notified by email. If the potential winners cannot be located, do not properly claim the prize and execute all necessary documents on or before 5:00 p.m. EST on Thursday, August 22, 2019, or are otherwise disqualified for any reason, alternate winners will be chosen from the remaining entries by random drawing on or about Friday, August 23, 2019, at 12:00 noon EST. If the new potential winner(s) cannot be located, do not properly claim the prize and execute all necessary documents within 10 days of selection, the associated Grand Prizes will not be awarded. All decisions of the Sponsor shall be final and binding in all matters relating to this Promotion. The Grand Prizes are not transferable; no prize substitutions or cash alternatives are allowed except as may be determined by the Sponsor in its sole discretion. Any potential winner is subject to verification of eligibility.
- 7. Winner Requirements: The prize winner will be required to provide proof that he/she is in compliance with the requirements for winning a prize, and is a legal resident of his/her state of residency, that he/she has reached the age of majority in the state of his/her state of residency and in the state in which he/she has submitted his/her entry on the date of submission, and that he/she has proof of identity. Each prize winner will be required to sign a liability waiver, an affidavit of eligibility, release and indemnification, a publicity waiver, and other documents reasonably required by Sponsor as a condition to the prize award. The prize winner may be required to provide information required by form W-9 and similar tax reporting forms, including a social security number, for purposes of tax reporting. Sponsor will be the sole arbiter as to the sufficiency of said proof. Failure by any participant to comply with any of the rules or procedures set forth herein will result in the loss of eligibility to receive the prize.
- 8. Publicity and Promotion: Acceptance of prizes constitutes permission to unlimited use
  the winning bidder's name, picture, voice, video, and other likeness and city and state of
  residence for advertising and publicity purposes related to the contest without additional
  permission or compensation.
- 9. Winner List: The name of prize winners will be available after Friday, August 23, 2019. To obtain the winner's name, send a self-addressed, stamped envelope prior to January 1, 2020, to: (Paul Adkins, Cushman & Wakefield, 2101 L Street NW Suite 700, Washington, D.C. 20037)

- 10. Taxes, Licenses, Fees: The Sponsors will comply with all Internal Revenue Service reporting requirements. The prizewinner is responsible for all Federal, State and local taxes, as well as all other taxes, licenses or other fees associated with the prize.
- 11. Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry process, or who is otherwise in violation of these rules. Sponsor further reserves the right to cancel, terminate or modify this promotion if not capable of completion as planned, including but not limited to low numbers of contest entrants, unauthorized intervention or tampering by third parties, unauthorized intervention or failures of any sort. Also, in the event of cancellation, Sponsor, at its sole election, may choose the winner from eligible entries received prior to cancellation of this Giveaway.
- 12. Disputes: Mandatory Arbitration Provision. In the event that any dispute cannot be resolved informally, any and all disputes with regards to the Giveaway, including but not limited to disputes over winner selection, must be resolved exclusively through private and confidential binding arbitration before the American Arbitration Association, under the rules for commercial disputes, before one neutral arbitrator and not in a court proceeding.
- 13. Disputes: Choice of Law and Choice of Venue Provision. Any disputes that are presented for arbitration will use substantive District of Columbia law and the arbitration will occur in the District of Columbia.
- 14. Winning Odds: Odds of winning depend upon the number of eligible entries received during the Entry Period.
- 15. Limitation of Liability: The Promotion Parties assume no responsibility or liability for (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations, Entries, URLs, or emails; (b) any incorrect or inaccurate Entry information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of Entries or registrations at any point in the operation of this Promotion; (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, cable, satellites, servers, computers or providers utilized in any aspect of the operation of the Promotion; (e) inaccessibility or unavailability of the Internet or the Web Site or any combination thereof or for computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of Entries, social networking posts, or registrations, the announcement of the prizes, or in any other Promotion-related materials; or (f) any injury or damage to participants or to any other person's computer which may be related to or resulting from any attempt to participate in the Promotion. If, for any reason, the Promotion (or any part thereof) is not capable of running as planned for reasons which may include, without limitation,

infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, then the Promotion Parties reserve the right at their sole discretion to cancel, terminate, modify or suspend the Promotion in whole or in part. If terminated, the Promotion Parties will award the prizes from among all non-suspect, eligible Entries received for the Promotion up to the time of such action. Under no circumstances will entrants be permitted to obtain awards for, and entrants hereby waive all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, and entrants further waive all rights to have damages multiplied or increased.

- 16. Releases: All participants, as a condition of participation in this Promotion, agree to release, hold harmless and indemnify the Promotion Parties from and against any and all liability, claims, damages, or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained, in whole or in part, directly or indirectly, in connection with (i) participation in any aspect of the Promotion, (ii) the receipt, ownership or use of the prize awarded, including any travel associated with any prize, (iii) any typographical or other error in these Official Rules.
- 17. Acknowledgement. All participants acknowledge that the Sponsors are the sole parties responsible for the prizes associated with this Promotion.

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