
The ERA Top Agent Contest

1 - PROMOTION DESCRIPTION: The ERA Franchise Systems LLC “Top Sales Associate” Contest is open between 12:00 AM Eastern Time (“ET”) on Monday, January 1, 2018 and 11:59 PM ET on Monday, December 31, 2018 (the “Contest Period”). The Prize for the Contest will be awarded to the entrants who qualify under Tier 1 and Tier 2 criteria set forth below, and who are recipients of select 2018 ERA® Circle of Success Awards, as determined by ERA (“Sponsor”), at the end of the Contest Period as further described below. By participating in the Contest, each entrant unconditionally accepts and agrees to comply with and be bound by these Contest Official Rules (the “Official Rules”) and the decisions of the Sponsor, whose decisions shall be final and legally binding in all respects. Volume and Unit criteria for determining Top Sales Associates is earning at least \$10 million in sales (“Agent Volume”) and a minimum of 65 units (“Agent Units”) sold as reported by dash during the Contest Period. Volume and Unit criteria for determining Top Teams is earning at least \$20 million in sales (“Team Volume”) and a minimum of 97.5 units (“Team Units”) sold as reported in dash®. Top 50 rankings are determined by the quantity of both Volume and Units sold during the Contest Period, as reported in dash.

2 - ELIGIBILITY: The Contest is open solely to Sponsor’s 2018 ERA “Circle of Success” qualified entrants, who: i) are legal residents of the 50 United States and the District of Columbia; and ii) are 21 years of age or older at the time of entry. Void where prohibited. Any individual office of a Sponsor system member is eligible to participate.

The Contest is not available to employees, Brokers, Broker Owners, officers and directors of Sponsor, and employees of any other organization affiliated with the sponsorship, fulfillment, administration, prize support, advertisement or promotion of the Contest and/or their respective agents, affiliates, or subsidiaries. Immediate family members (regardless of where they reside) or household members, whether related or not related, are not eligible to enter or win. "Immediate family members" shall mean spouses, parents, step-parents, children, step-children, siblings, step-siblings, and their respective spouses. "Household members" shall mean people who share the same residence at least three months a year. Eligibility is subject to all federal, state and local laws and regulations.

3 - HOW TO ENTER THE CONTEST: THERE ARE TWO TIERS TO ENTER.

During the Contest Period, Tier 1 consists of a maximum of twenty-five (25) winners allocated as follows:

- a) Top (5) Sales Associates who meet the criteria in Agent Units
- b) Top (5) Teams who meet the criteria in Team Units – one (1) member per Team
- c) Top (5) Sales Associates who meet the criteria in Agent Volume
- d) Top (5) Teams who meet the criteria in Team Volume - one (1) member per Team
- e) One (1) Rookie of The Year Award
- f) One (1) Brenda W. Casserly Memorial for Top All Around Sales Associate Award
- g) One (1) Jim Jackson Memorial for 1st in service® Sales Associate Award
- h) One (1) Jim Jackson Memorial for 1st in service® Team Award - one (1) member per Team
- i) One (1) Top All Around Team Award - one (1) member per Team

Tier 2 consists of a maximum of twenty-five (25) winners allocated as follows:

- a) Sales Associates who achieve the Top 50 rankings in both Volume and Units, as reported in dash.
- b) Teams who achieve the Top 50 rankings in both Volume and Units, as reported in dash – one (1) member per Team.

All Volume and Units earned must be entered into dash by 11:59pm ET on December 31, 2018.

Logged Volume and Unit activities must be verified in dash.

4 - LIMIT: Entrant’s may be eligible for many award categories but only one (1) prize will be awarded per entrant. Individuals who are registered Team members in dash are not eligible to receive individual prizing. In the event of a dispute over the identity of an entrant, the authorized account holder of the email address

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used to create the login account will be deemed to be the entrant and he/she must comply with these Official Rules. "Authorized account holder" is defined as the person who is assigned to an email address by an Internet access provider, online service provider or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address.

5 – WINNERS DETERMINATION/PRIZES:

CONTEST – The Entrants who have met the criteria in Tier 1 and Tier 2 during the Contest Period, will be awarded a roundtrip cruise prize from April 8, 2019 to April 12, 2019 originating from Miami, FL with destination to the Bahamas, up to a maximum of fifty (50) prizes. In the event of a tie or if Sponsor is unable to fill 50 cabin seats, the entrant with the highest total in Volume as reported in dash, during the Contest Period will win ("Winners"). Cruise consists of five (5) days and four (4) nights standard cabin accommodations-one (1) cabin, including one (1) deluxe package for the entire cruise. Total ARV of cruise prize package \$1,399. Total ARV for all prizes awarded \$69,950. Actual value of cruise, may vary based on point of departure, dates of travel, guest accommodations, and rates at time of booking. Any difference between stated ARV and actual value will not be awarded. Cruise must be taken on dates specified by Sponsor or its prize will be forfeited, and Sponsor will have no further obligation to such Winners. Sponsor reserves right to change dates and destination. Winners are responsible for obtaining any necessary documentation (i.e., valid photo ID and US Passport) prior to travel. Guests of Winner must be of legal age of majority in his/her jurisdiction of residence (and at least 18), unless the child or legal ward of Winner and must sign a liability/publicity release prior to issuance of travel documents. If guest is child or legal ward of Winner, Winner must sign and return release on behalf of such child or legal ward. Certain travel restrictions may apply. All applicable federal, state and local taxes, if any, and all other costs and expenses associated with prize acceptance and use not specified herein as being provided, including without limitation e.g. air and ground transportation, additional meals, souvenirs, luggage fees, incidentals and gratuities are the sole responsibility of the Winners. The Prize is non-transferrable. The awarding of any prize is contingent upon full compliance with these Official Rules.

All Winners. Cruise prize is for winners only. If Winners choose to bring guests (one (1) guest per winner), Winner will be responsible for additional passenger cost of cruise ARV \$399, and any additional expenses incurred by guests. Cruise prizes are awarded "as is" with no warranty or guarantee, either express or implied. Winners may not substitute a prize or redeem prize for cash or refund. Sponsor reserves the right in its sole discretion to substitute prize(s) (or portion thereof) of comparable or greater value for any reason. All prize details are at Sponsor's sole discretion.

6 - WINNERS NOTIFICATION: Potential Winners will be notified by phone and/or by email, whichever is deemed appropriate by the Sponsor, using the contact information provided at the time of entry. Except where prohibited by law, a potential Winner will be required to complete and return an Affidavit of Eligibility, and Release of Liability/Publicity within ten (10) days of date of notification. If, despite reasonable efforts, any potential Winner does not respond within 5 days of the first notification attempt, or if the prize notification is returned as unclaimed or undeliverable or a potential Winner does not return all required documents within the specified time period, such potential Winner will forfeit his or her prize and a Sponsor may, in its sole discretion, select a qualifying runner-up. Further, if potential Winner is not in compliance with these Official Rules or is otherwise found to be ineligible; or has declined the prize for any reason prior to award, the prize will be forfeited, and, at Sponsor's discretion, a qualifying runner-up may be selected. Sponsor shall have no liability for any potential prize-winning notification that is lost, intercepted or not received by any potential Winner for any reason.

7 - LIMITATION OF LIABILITY AND RELEASE: By participating in the Contest, entrants agree to release and hold harmless Sponsor, its parent company and affiliates, and any other organizations affiliated with the sponsorship, fulfillment, administration, prize support, advertisement or promotion of the Contest and

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each of their respective parents, agents, affiliates, subsidiaries, franchisees, website providers, webmasters, advertising and promotion agencies, and prize suppliers, and each of their respective officers, directors, agents, representatives and employees, as well as each of their respective successors, representatives and assigns (collectively, the "Released Parties") from any and all liability, claims, litigation, injury, loss or damage arising in any manner, in whole or in part, directly or indirectly, from entrant's participation in this Contest and/or his or her acceptance, use or misuse of the Prize, or any portion thereof (including any injury or harm relating to use of the vehicle or any travel or other activity related thereto).

Winners acknowledge that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to the performance, safety, quality, availability or otherwise of any Prize.

8 - PUBLICITY RELEASE: Except where prohibited by law, acceptance of any Prize constitutes Winners' permission for the Released Parties and their respective designees to use Winners' names, hometown (city and state), likeness, voice, statements and other personally identifiable information, for promotional, advertising and marketing purposes in any media worldwide, without additional consideration, consent, approval or review, or on a Winners' list, if applicable.

9 - PRIVACY: Information collected by entrants is subject to Sponsor's privacy policy at www.era.com/footer_pages/privacy.jsp. IF YOU DO NOT WISH TO SHARE YOUR INFORMATION, PLEASE DO NOT ENTER THIS CONTEST OR SWEEPSTAKES.

10 - GENERAL TERMS:

The Contest are governed by the laws of the United States. Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, undelivered, garbled or misdirected points, registrations, or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed or misdirected transmissions or 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 Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the announcement of the prizes, the functionality of the REScorboard tool, the tabulating of points or in any Contest/Sweepstakes-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking or by any equipment or programming associated with or utilized in the Contest. Released Parties are not responsible for injury or damage to entrants' or to any other person's computer related to or resulting from participating in this Contest or downloading materials from or use of the website. Sponsor further reserves the right, in its sole discretion, to cancel, terminate or modify this Contest if the Contest or Sweepstakes is compromised by virus, technical corruption, non-authorized human intervention, or any other causes which, in the sole discretion of the Sponsor, corrupt or affect the administration, security, fairness, proper play or integrity of the Contest. Sponsor reserves the right in its sole discretion to disqualify any individual it believes has tampered with the entry process, the operation of the website or otherwise attempted to undermine the legitimate operation of the Contest. In the event of cancellation or termination, Sponsor reserves the right to select the potential Winners using all eligible, non-suspect points received prior to date of cancellation or termination or as otherwise deemed fair and appropriate by Sponsor. ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR WILL DISQUALIFY ANY SUCH INDIVIDUAL AND RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING ANY CRIMINAL PROSECUTION.

11 - GOVERNING LAW/DISPUTES: To the fullest extent permitted by law, entrant agrees that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Contest or Sweepstakes or any prizes awarded shall be resolved individually, without resort to any form of class action, exclusively in

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the U.S. state or federal courts in or having appropriate venue for the County of Morris, the State of New Jersey and entrant consents to the personal and exclusive jurisdiction of said courts and expressly waives any right of change of venue, forum non conveniens or any like right; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest but in no event attorney's fees; and (3) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and waives any and all rights to have damages multiplied or otherwise increased. In any such dispute/claim/cause of action, the court shall apply the laws of the State of New Jersey with the sole exception of New Jersey law governing choice of law/conflict of laws.

12 - WINNERS LIST: To obtain the Winners' list, send a self-addressed, stamped envelope and a note requesting the names of the Winners to: ERA, 175 Park Avenue, Madison, New Jersey 07940, Attn: ERA Awards & Recognition Department. All such requests must be received by March 29, 2019.

13 - SPONSOR: ERA Franchise Systems LLC, 175 Park Avenue, Madison, New Jersey 07940.