

TOP OF THE ROCK TERMS AND CONDITIONS

Last updated February 1, 2006

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Privacy Policy.

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Electronic Communications.

When you visit the Site or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices to the Site. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Permitted Use.

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TOTR uses reasonable endeavors to ensure that the Site is available 24 hours a day 7 days a week. However, there will be occasions when the Site will be interrupted for maintenance, upgrades and emergency repairs. Reasonable steps will be taken by TOTR to minimize such disruption where it is within the reasonable control of TOTR. You agree that TOTR shall not be liable to you for any modification, suspension or discontinuance of the Site.

Unauthorized Use of the Site.

Illegal and/or unauthorized uses of the Site, including, but not limited to, unauthorized ticket sales, unauthorized framing of or linking to the Site, or use of any robot, spider or other automated device on the Site, will be investigated and appropriate legal action will be taken, including without limitation civil, criminal and injunctive redress.

Violation of the Terms.

You understand and agree that in TOTR’s sole discretion, and without prior notice, TOTR may terminate your access to the Site, cancel your ticket or vendor order, cancel purchased tickets or vouchers without refund or exercise any other remedy available, if TOTR believes that you have in any manner violated the Terms or the law. You agree that monetary damages may not provide a sufficient remedy to TOTR for violations of the Terms and you consent to injunctive or other equitable relief for such violations. TOTR may release user information about you if required by law or subpoena, or if the information is necessary or appropriate to release to address any unlawful or harmful activity. TOTR is not required to provide any refund to you if your access to the Site is terminated, or if your tickets, vouchers, or orders are terminated or cancelled or otherwise not honored because you have violated the Terms.

Copyright Ownership.

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Currency.

All prices are listed in United States dollars.

Ticket Information; Refunds.

Tickets are only for the date and time issued. ALL SALES ARE FINAL SUBJECT TO THE FOLLOWING REFUND POLICY. If you purchased a ticket or voucher from the Site, we may issue a refund or exchange up to 24 hours before scheduled time, from source of ticket, subject to our sole discretion. If you purchased a ticket or voucher from an authorized reseller, you will need to contact the authorized reseller to obtain a refund or exchange, which will be subject to the refund policy of such reseller. No refunds, transaction cancellations or exchanges will be issued for date or time changes or in connection with an interruption, disturbance, or other similar action that effects your visit to the Top of the Rock at 30 Rockefeller Plaza, including, without limitation, your elevator trip to the observation deck (“Top of the Rock”). Lost, stolen, or destroyed tickets are not replaceable.

Credit-Card Authorization.

When TOTR receives an order from a buyer, TOTR obtains an authorization from the buyer’s credit-card equal to the price and any applicable fees and taxes. TOTR accepts American Express, MasterCard, and Visa. Purchases by credit-card do not grant you any variances from the Terms. You are still responsible for complying with the Terms.

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TOTR makes no guarantee of any specific result from use of the Site or use of the TOTR services or products.

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Limitation on Liability.

EXCEPT IN JURISDICTIONS WHERE SUCH PROVISIONS ARE PROHIBITED, IN NO EVENT WILL TOTR BE LIABLE TO YOU FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING

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No Commercial Use.

Except as expressly agreed to in writing by TOTR, no area of the Site may be used by our visitors for any commercial purposes such as to purchase tickets, vouchers, merchandise, products, or services of any kind for resale. You must obtain our prior written consent to make commercial purchases of any kind. Without limiting the foregoing, you may not resell or link to other sites for the purpose of selling tickets or vouchers of any kind. We will investigate and take appropriate legal action against anyone who violates this provision, including without limitation, removing the offending communication from the Site and barring such violators from use of the Site. We reserve the right to block access to or cancel a ticket or voucher order or cancel or revoke without refund any previously purchased ticket or voucher of any user known or reasonably believed to be associated with any ticket broker or scalper, or utilizing automated means to process or place ticket orders, or whose ticket order exceeds the stated limit.

Disputes; Governing Law; and Jurisdiction.

The Site is controlled and operated by TOTR from its offices in New York. If there is any dispute which, in any manner, involves, arises out of, or relates to the Site or the Terms, including, without limitation, your use of the Site, any content, tickets, or vouchers, or any visit to 30 Rockefeller Plaza, then by using the Site, you agree that (i) all such disputes and the Terms shall be governed by and construed in accordance with the laws (both substantive and procedural) of the State of New York, without the application of the conflict of laws principles except that the federal laws of the United States of America shall be the governing laws, to the extent required, with respect to issues involving intellectual property rights, and (ii) in connection with any litigation of any such disputes arising between or among the parties, you hereby consent to the exclusive jurisdiction and venue in the courts located in New York City.

Indemnity.

You agree to indemnify and hold TOTR and its officers, agents and other partners and employees, harmless from any loss, liability, claim or demand, including reasonable attorneys'

fees, made by any third party which, in any manner arises out of or relates to your use of the Site, including a visit to 30 Rockefeller Plaza or any violation of the Terms.

Statute of Limitations.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site or the Terms, must be filed within one (1) year after such claim or cause of action arose or be forever barred.

U.S. Government Restricted Rights.

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Export.

You are responsible for compliance with all local laws, and you are required to comply with U.S. export laws and regulations when you use or export any software or materials provided through the services or products.

Comments.

If you have any comments or questions about the Site please contact us at 1-212-698-2000 or info@topoftherock.com.

Miscellaneous.

The Terms constitutes the entire agreement and sets forth the entire understanding between you and TOTR, with respect to the subject matter hereof, and supersedes all previous agreements, covenants, arrangements, discussions and negotiations, whether written or oral with respect thereto. The waiver or failure of TOTR to exercise in any respect any right provided for in the Terms shall not be deemed a waiver of any further right. In the event any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the Terms, and the validity and enforceability of the enforceable portion of any such provision and/or the remaining provisions of the Terms shall not be affected thereby. The section titles in the Terms are for convenience only and have no legal or contractual effect. TOTR is not liable for delays in performance caused by circumstances beyond its reasonable control.

RULES FOR VISITING TOP OF THE ROCK

Rules, Regulations, and Procedures.

You agree to adhere to all of TOTR rules, regulations, and procedures as well as security rules when visiting 30 Rockefeller Plaza, or the Top of the Rock or both.

Access.

We may, in our sole discretion, decide to terminate, expel, or prohibit your access (and the access of anyone with you or using tickets or vouchers purchased by or for you) to the Top of the Rock if (i) for any reason, we terminate, expel or prohibit all general public access for or during the time you (or they) are otherwise scheduled to have access, or (ii) we are required or requested for any reason, by any law enforcement officer or any governmental agency or representative, to terminate, expel, or prohibit general public or your access for any or no reason, or (iii) we believe that your (or their) access violates TOTR's policies, represents a security threat, or involves or may involve objectionable conduct. You grant us permission to use your image for broadcast from or promotion of Top of the Rock.

Ticket Information; Refunds.

Tickets are only for the date and time issued. ALL SALES ARE FINAL SUBJECT TO THE FOLLOWING REFUND POLICY. We may issue a refund or exchange up to 24 hours before scheduled time, from source of ticket, subject to our sole discretion. No refunds, transaction cancellations or exchanges will be issued for date or time changes or in connection with an interruption, disturbance, or other similar action that affects your visit to the Top of the Rock. Lost, stolen, or destroyed tickets are not replaceable.

Access for Individuals with Disability.

The Top of the Rock is accessible with the use of ramps and elevators. Please contact us at 1-212-698-2000 or info@topoftherock.com, with any questions or requests for assistance. Baby strollers and guide dogs are permitted at the Top of the Rock. All other pets or animals are not permitted.

Health Issues

Pregnant women, people with heart conditions or high blood pressure, or people with other health issues should consult with a doctor before visiting the observation deck at the Top of the Rock. There are certain conditions, including, without limitation, the height of the observation deck above ground and the elevator ride which features flashing lights and views up into elevator

shaft as elevator ascends and descends, that may present a risk for certain visitors. Visitors should take any and all necessary precautions to address and avoid those risks.

Children

Children must always be accompanied by a parent, guardian, or designated caregiver while at the Top of the Rock. Ultimate responsibility for the behavior and well being of children rests with them and not with TOTR. Young children should not be left unattended at Top of the Rock. The parent, guardian, or designated caregiver can and should monitor and guide their children during their visit to Top of the Rock.

Disclaimer

TOTR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE TOP OF THE ROCK AND THE FACILITIES AT THE TOP OF THE ROCK. TOTR EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF ACCURACY OR QUALITY AND ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND ASSUMES NO LIABILITY FOR ANY LOSS, INJURY, OR DAMAGE, INCLUDING WITHOUT LIMITATION PHYSICAL OR MENTAL INJURY OR DAMAGES OR LOSS TO PROPERTY, EVEN IF DUE TO OUR NEGLIGENCE. TOTR WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM TOP OF THE ROCK OR A VISIT TO 30 ROCKEFELLER PLAZA, TOP OF THE ROCK OR BOTH, INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, AND PUNITIVE AND CONSEQUENTIAL DAMAGES.

Responsibility and Risk.

You understand and acknowledge that you are responsible for your own safety, health and overall well-being during your visit to 30 Rockefeller Plaza and the Top of the Rock. You assume full responsibility for any bodily injury or property damage sustained during such visit, and understand that you are responsible for any costs and expenses associated with any such injury or damage. To the maximum extent permitted by law, you hereby release and forever discharge TOTR and its employees, agents, officers, representative and agents from any and all liability whatsoever for any and all damages, losses, harms or injuries that you sustain or property belonging to you incurs, including, but not limited to, any claims, demands, actions, causes of action, judgments, damages, costs and expenses of any nature whatsoever, including attorneys fees, which arise out of, result from, occur during or are connected in any manner to visiting 30 Rockefeller Plaza or Top of the Rock.

You agree to indemnify and hold TOTR, its subsidiaries, affiliates, officers, agents and other partners and employees, harmless from any loss, liability, claim or demand, including reasonable

attorneys' fees, made by any third party due to or arising out of your visit to 30 Rockefeller Plaza and/or Top of the Rock.

Photography Policy

Photography is permitted only at the observation deck at the Top of the Rock and only for private, personal and noncommercial use. Photographs cannot be published, sold, reproduced, transferred, distributed, or otherwise commercially exploited in any manner whatsoever. The use of a flash is prohibited. Movie and video cameras are prohibited. Tripods are not allowed unless otherwise agreed to in writing by TOTR.

TOTR reserves the right, at its sole discretion, to withhold and/or withdraw permission to photograph on its premises or to reproduce photographs.

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