

# Terms and Conditions for Top of the Rock and The Rink at Rockefeller Center

Please review the following Terms and Conditions carefully before completing your purchase. By checking the box below, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.

#### **General Terms**

- All purchases made through our online platform are **final sale** and **non-refundable**, unless otherwise stated below.
- By proceeding with your purchase, you agree to abide by the specific policies applicable to the product(s) you are purchasing, including Top of the Rock Admission, The Rink at Rockefeller Center, and Chalet reservations.
- These Terms and Conditions apply in conjunction with any waivers or additional agreements required at checkout.

### **Top of the Rock Admission Products**

- All ticket sales are final. No refunds will be issued.
- Rescheduling: You may request a change to your reservation at least 24 hours in advance of your scheduled visit. Rescheduling is subject to availability, and additional fees may apply if the new time or date has a higher price. Tickets that have already been used or scanned cannot be rescheduled.
- Weather Guarantee: In cases of poor visibility or adverse weather affecting your visit, you may request to reschedule your ticket to a future date or time, subject to availability.

### The Rink at Rockefeller Center (including Chalets)

- All ticket and Chalet purchases are final sale. No refunds or reschedules will be provided.
- The Rink is an **outdoor venue**. Guests are advised to dress appropriately for winter conditions, including rain and snow.
- Weather-Related Closures: In the unlikely event that The Rink closes due to inclement weather, guests will be notified via email and a refund will be automatically processed. You may also visit our website for updates regarding weather-related closures.
- Chalet reservations may be subject to minimum purchase or guest requirements. Any such requirements will be disclosed during the
  reservation process.

### **Additional Agreements**

- Purchasers of Rink products may be required to complete a waiver of liability, which is integrated into the checkout process.
- By completing your purchase, you affirm that you understand and agree to all applicable refund, reschedule, and weather policies as
  detailed above.



### Terms and Conditions of Use Rockefeller Center Web Site

(THE "TERMS") CAREFULLY BEFORE USING THIS WEB SITE. THESE TERMS GOVERN YOUR USE OF THE SITE AND ARE BINDING BETWEEN YOU AND TISHMAN-SPEYER PROPERTIES ("TSP").

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### 2. Acceptance of Terms

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### 6. Privacy

TSP takes your privacy seriously. Your use of the Site constitutes the acceptance of Rockefeller Center's Privacy Policy, which is incorporated by reference into these Terms of Use. Please read our privacy policy, which explains how we handle personal data that You send to this Site, if any. Note that any third party Web sites linked to this Site have their own privacy policies, which may or may not differ from our privacy policy. You are responsible for reviewing the privacy policies of these sites to determine if these privacy policies are acceptable to You.

TSP reserves the right to change its privacy policy without prior notice. You are responsible for periodically reviewing our privacy policy. Your continued use of the Site will be deemed an acceptance of the privacy policy then in effect.

### 7. Links to Third Party Sites

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SITES SHALL BE ENTIRELY AT YOUR OWN RISK
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# 8. Intended Audience; Local Laws; Dispute Resolution

This Site and the services described on this Site are intended for adult individuals only. TSP does not target children under the age of 18 and does not seek to collect any personally identifiable information about children under the age of 18. We encourage and support the efforts of parents and legal guardians of children to monitor their children's internet usage and to caution them against providing personally identifiable information to any Website over the internet without permission.

The Site (excluding any linked Web site) is controlled by TSP from its offices within the State of New York, United States. By accessing this Site, You agree that all matters relating to access to, or use of, this Site or any other linked Web site, shall be governed by the laws of the State of New York and the laws of the United States of America, without regard to the conflicts of laws principles. You also agree, and by using this Site hereby submit, to the exclusive personal jurisdiction and venue of the courts of the State of New York relating to any dispute arising out of your use of the Site.

Your use of this Site is void where prohibited by laws in jurisdictions to which You are otherwise subject, and You agree that You shall not visit or use this Site in any such circumstances. You agree and acknowledge that your use of this Site, and all transactions occurring in connection with this Site, shall be deemed to have occurred and taken place solely in the State of New York. United States.

### 9. 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 service or the these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

### 10. Miscellaneous

TSP reserves the right to modify and add to the Terms at any time without prior notice by posting the new terms and conditions on the Site. You should periodically review these Terms for updates. Use of the Site after such posting of any modifications or additions shall constitute your acceptance of the new terms as indicated above.

If TSP, in its sole discretion, determines that a violation of the Terms has occurred, TSP may pursue any of its legal remedies. However, the failure of TSP to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

In the event that any provision of these Terms is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions.

These Terms contain the entire agreement between us relating to the subject matter hereof, and supersede any prior understanding or agreements regarding the subject.

The section titles in these Terms are for convenience only and have no legal or contractual effect.

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