

RULES FOR VISITING TOP OF THE ROCK®

Rules, Regulations, and Procedures.

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

Top of the Rock prohibits bringing to the observation deck any items that present or may present a danger to the safety of visitors and employees. This includes but is not limited to weapons, lighters, glass bottles, and any flammable substances.

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. Tickets are also not refundable due to the weather. Lost, stolen, or destroyed tickets are not replaceable.

Access for Individuals with Disability.

Top of the Rock is accessible with the use of ramps and elevators. Please contact us at 1-212-698-2000 or info@topoftherocknyc.com, with any questions or requests for assistance. Baby strollers and guide dogs are permitted at Top of the Rock. All other pets or animals are not permitted, without the appropriate documentation. Accommodations have been made regarding the audio portion of the movies and full transcripts are available upon request.

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 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 the elevator shaft as the 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 Top of the Rock. Ultimate responsibility for the behavior and well being of children rests with them and not with Top of the Rock. 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.

TOP OF THE ROCK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE TOP OF THE ROCK AND THE FACILITIES AT THE TOP OF THE ROCK. TOP OF THE ROCK 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. TOP OF THE ROCK 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 Top of the Rock 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 Top of the Rock, 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. Movie and video cameras are prohibited. Tripods are not allowed unless otherwise agreed to in writing by Top of the Rock.

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