

# R A I N B O W R O O M

## R A I N B O W R O O M , L . L . C . T E R M S A N D C O N D I T I O N S

Updated: May 24, 2016

Effective May 24, 2016 we have modified the Privacy Policy to make clear that the name, images, and recordings of guests to The Rainbow Room may be used on RainbowRoom.com and related social media platforms. See details in paragraph 7 of the Privacy Policy.

Welcome to rainbowroom.com (the "Site"). Rainbow Room, L.L.C., RCPI Landmark Properties, L.L.C., and their respective affiliates and subsidiaries (collectively "RR") provide the Site and the related services to you subject to the following terms and conditions (the "Terms"). Please read the Terms carefully before using or visiting the Site. IF YOU DO NOT AGREE TO THE TERMS, DO NOT VISIT OR USE THE SITE. By using or visiting the Site, you expressly agree, to the same extent as if you had signed the Terms, to be bound by the Terms and to follow the Terms and all applicable laws and regulations governing the Site. RR reserves the right to change the Terms at any time, effective immediately upon posting on the Site. Please check this page of the Site periodically. If you violate the Terms, RR may terminate your use of the Site, bar you from future use of the Site, remove your name from our mailing list or reservation, and/or take appropriate legal action against you.

### 1. Privacy Policy.

RR respects the privacy of all users of the Site. Please click [here](#) to review the Privacy Policy, which also governs your visit to the Site, to understand our practices. The terms of the Privacy Policy are incorporated into, and considered part, of the Terms.

### 2. Rules Governing Your Visit to the Rainbow Room

The Rainbow Room is located at 30 Rockefeller Plaza which is part of Rockefeller Center, which is private property owned by RR or its affiliates. You agree to abide by the rules and conditions created by RR or its affiliates with respect to the use of photographs or video (including sound recordings), the use of your name and image on The Rainbow Room's social media platforms and RainbowRoom.com, and conducting any private ceremonies at Rockefeller Center and/or the Rainbow Room such as weddings.

- A. Specifically, while visitors to the Rainbow Room and Rockefeller Center are welcome to take photographs or videos or recordings for personal use, you may not use any image, video or recording created while you are at Rockefeller Center or the Rainbow Room for any commercial purpose. Permissions and/or licenses to make commercial images or recordings created during your visit to Rockefeller Center and/or the Rainbow Room may be requested from [info@rainbowroom.com](mailto:info@rainbowroom.com).
- B. By entering The Rainbow Room, you consent to having to be photographed or filmed and/or recorded and to have such images. Video and recording and your name used on The Rainbow Room's social media platforms and on its website in perpetuity for any purpose. If you do not consent to this use of your name and image, video and/or recording you should not visit the Rainbow Room.
- C. No one may conduct any private event including a wedding or other ceremony at the Rainbow Room without prior arrangements with the Rainbow Room. Inquiries should be directed to [info@rainbowroom.com](mailto:info@rainbowroom.com).

### 3. Electronic Communications

When you visit the Site, sign up for newsletters or announcements, 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, through newsletters or announcements, 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.

### 4. Permitted Use.

You agree that you are only authorized to visit, view and to retain a copy of pages of the Site for your own personal use, and that you shall not duplicate, download, publish, modify, or otherwise distribute any of the material on the Site for any purpose other than to review promotional information, for personal use, or to purchase tickets or make reservations or merchandise for your personal use, unless otherwise specifically authorized in writing by RR.

### 5. Social Media

Notwithstanding anything to the contrary in these Terms of Use, you may share or post content or images from the Site on non-commercial pages of social media websites such as Facebook, Pinterest, or Twitter, provided that you do not alter or modify the content or images you post in any way. You may not post content or images from this Site for any commercial purpose even if the posting is made on a seemingly non-commercial page.

### 6. Access and Interference

You also agree not to deep-link to the Site for any purpose, unless specifically authorized by RR to do so. You may not frame or utilize framing techniques to enclose any trademark, logo, image, text, page, layout, information, graphics, or other portion or aspect of the Site without express written consent of RR. You may not use any meta tags or any other "hidden text" utilizing RR's name or Marks (as defined below) without RR's express consent. Any unauthorized use terminates the permission or license to access the Site.

Without RR's express consent, you agree that: (i) you will not use any robot, spider, other automatic device, or manual process to monitor or copy our web pages or any of the content contained thereon or for any other purpose; (ii) you will not use any device, software or routine to interfere or attempt to interfere with the proper working of the Site; (iii) you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure; and (iv) you will not copy, reproduce, alter, modify, create derivative works, or publicly display any content (except for your own personal, non-commercial use) from the Site.

RR 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 RR to minimize such disruption where it is within the reasonable control of RR. You agree that RR shall not be liable to you for any modification, suspension or discontinuance of the Site.

### 7. 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.

## 8. Violation of the Terms

You understand and agree that in RR's sole discretion, and without prior notice, RR may terminate your access to the Site, cancel your reservation, or exercise any other remedy available, if RR 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 RR for violations of the Terms and you consent to injunctive or other equitable relief for such violations. RR 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. RR 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.

## 9. Copyright Ownership

The content and the software on the Site and the compilation thereof are each the property of RR and/or its suppliers and are each protected by U.S. and international copyright laws. You may not remove any notices or credits posted on the Site, or any additional information contained along with any such notices and credits.

## 10. Trademarks

"Rainbow Room" and all logos, graphics, design, page headers, button icons, scripts and service names found on the Site are trademarks and service marks and/or are trade dress of RR or its licensors (the "Marks"), or of their respective owners. Many of the Marks are registered with the United States Patent and Trademark Office or the registration applications for such Marks are pending before the United States Patent and Trademark Office. RR, its licensors, or the respective owners retain all right, title and interest in, to, and under the Marks, including any intellectual property rights in, to, and under the Marks. You shall not modify, alter, change, remove, copy, use, or otherwise infringe any of the Marks or any other third party trademark, service mark or any other material from the Site or the materials contained on the Site, or any copies thereof. Each of the Marks may be used publicly only with RR's express consent. ROCKEFELLER CENTER is a registered trademark of Rockefeller Group, Inc. and may only be used with the express written consent of Rockefeller Group, Inc.

The software and content may not be reproduced, copied, edited, published, transmitted or uploaded in any way without the express written consent of RR. Except as expressly stated in the limited license provision of the Terms, RR does not grant any express or implied right to you under any of its trademarks, copyrights or other intellectual property. Licensing inquiries should be directed to Director of Marketing 1-212-698-2000.

## 11. Disclaimers

THE SITE AND ITS CONTENT AND ANY AND ALL RELATED PRODUCTS AND SERVICES ARE DELIVERED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. RR CANNOT ENSURE THAT FILES YOU DOWNLOAD FROM THE SITE WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES. RR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE USE OF THE SITE AND THE INFORMATION, CONTENT, MATERIALS, SERVICES, OR PRODUCTS CONTAINED HEREIN OR THE OPERATION OF THE SITE. RR 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 ERRORS AND/OR OMISSIONS IN THE INFORMATION CONTAINED IN THE SITE. RR DOES NOT WARRANT THAT THE SITE, ITS SERVERS, OR E-MAIL SENT FROM RR ARE FREE OF VIRUSES OR OTHER HARMFUL

COMPONENTS. RR DOES NOT PROMISE THAT THE SITE WILL BE ERROR-FREE, UNINTERRUPTED, NOR THAT IT WILL PROVIDE SPECIFIC RESULTS FROM USE OF THE SITE OR ANY CONTENT, SEARCH OR LINK ON IT. RR DISCLAIMS ANY WARRANTIES FOR THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE.

RR WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE SITE, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, AND PUNITIVE AND CONSEQUENTIAL DAMAGES.

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

RR DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTY USERS, RR USERS, ADVERTISERS AND/OR SPONSORS ON THE SITE, IN CONNECTION WITH THE RR SERVICES, PRODUCTS OR OTHERWISE RELATED TO YOUR USE OF THE SITE AND/OR THE SERVICES OR THE PRODUCTS. RR IS NOT RESPONSIBLE FOR THE PRODUCTS, SERVICES, OR ACTIONS OF ANY THIRD PARTY IN CONNECTION WITH OR REFERENCED ON THE SITE. WITHOUT LIMITING THE FOREGOING, YOU MAY REPORT THE MISCONDUCT OF USERS AND/OR THIRD PARTY ADVERTISERS, SERVICE AND/OR PRODUCT PROVIDERS REFERENCED ON OR INCLUDED IN THE SITE TO RR AT 1-212-698-2000, or [info@rainbowroom.com](mailto:info@rainbowroom.com) . RR MAY INVESTIGATE THE CLAIM AND TAKE APPROPRIATE ACTION, IN ITS SOLE DISCRETION.

## 12. Limitation on Liability

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

## 13. Links and Search Results

The Site may contain references or links, or produce search results that reference or link to third party web sites. RR has no control over these sites or the content within them. RR does not guarantee, represent, or warrant that the content contained in any third party site is accurate, legal, or inoffensive. RR does not endorse the content or messages of any third party site, nor does RR warrant that such sites will not contain viruses or otherwise affect your computer. By using the Site to search to or to link to another site, you agree and understand that you may not make any claim against RR for any damages or losses, whatsoever, resulting from your use of the Site.

## 14. No Commercial Use

Except as expressly agreed to in writing by RR, no area of the Site may be used by our visitors for any commercial purposes. You must obtain our prior written consent to make commercial purchases 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 reservation of any user known or reasonably believed to be associated with any ticket broker or scalper, or utilizing automated means to process or place reservations or who abuses the reservation system.

## 15. Disputes; Governing Law; and Jurisdiction

The Site is controlled and operated by RR 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, reservations, 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.

## 16. Indemnity

You agree to indemnify and hold RR 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.

## 17. 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.

## 18. U.S. Government Restricted Rights

All materials, information, software and other products supplied by or through the services or products offered and/or purchased on the Site are provided with "RESTRICTED RIGHTS." Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in the Terms and as provided in FAR 12.212(a) (1995), FAR 52.227-19, FAR 52.227-14 (ALT III), DFARS 227.7202-1(a) and 227.7202-3(a) (1995) and DFARS 252.227-7013(c)(1)(ii) (OCT 1988) et seq. or their successors. Use of any of such by the Government constitutes acknowledgment of our or our suppliers' proprietary rights in them. In the event that the Terms, or any part thereof, are deemed inconsistent with the minimum rights identified in the Restricted Right provisions, the minimum rights shall prevail.

## 19. 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.

## 20. Comments

If you have any comments or questions about the Site please contact us at 1-212-698-2000 or [info@rainbowroom.com](mailto:info@rainbowroom.com).

## 21. Miscellaneous

The Terms constitutes the entire agreement and sets forth the entire understanding between you and RR, 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 RR 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. RR is not liable for delays in performance caused by circumstances beyond its reasonable control.

## 22. Notice of Infringement

It is our policy to respond promptly to claims of intellectual property misuse. If you believe that your work has been copied and is accessible on the Site in a way that constitutes copyright infringement, please notify us through the process set forth below. If we determine, based on our sole discretion that you are a repeat offender under the DMCA, all your content will be removed, and we reserve the right to take whatever other actions we deem necessary, including notifying the appropriate government authorities.

NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT PURSUANT TO SECTION 512(C)(2) OF THE COPYRIGHT REVISION ACT, AS AMENDED BY THE DIGITAL MILLENNIUM COPYRIGHT ACT ("ACT"), WRITTEN NOTICE OF ANY CLAIMED COPYRIGHT INFRINGEMENT MUST BE SUBMITTED TO THE DESIGNATED AGENT NAMED BELOW. ANY NOTICE SENT TO THE DESIGNATED AGENT MUST MEET THE REQUIREMENTS OF THE ACT.

Designated to Receive Notification of Claimed Infringement:

Name: Michael Benner  
Address: 45 Rockefeller Plaza 7th Floor  
E-mail: info@topoftherocknyc.com  
Telephone: 1.212.698.2000

Note: any email notifications should include "notice of alleged service provider infringement" in the subject line of the email.

Such notice must including the following information:

- The name, address, and electronic signature of the complaining party.
- A description of the infringing materials and a link to the infringing materials, or if a link is not available a description of the location of these materials on the website.
- Sufficient information to identify the copyrighted works.
- A statement by the copyright owner that the copyright owner has a good faith belief that there is no legal basis for the use of the materials complained of.
- A statement of the accuracy of the statements made and, under penalty of perjury, a statement that the complaining party is authorized to act on the behalf of the copyright owner.

Once proper notice is given, we will take the material down. A party whose material was removed improperly may send counter notice to the above-referenced address. Counter-notice must including the following:

- The sender's name, address, phone number and physical or electronic signature.
- Identification of the material and its location prior to removal.
- A statement under penalty of perjury that the material was removed by mistake or misidentification.

The sender's consent to local federal court jurisdiction, or if overseas, to an appropriate judicial body.