

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").

1. Purpose of this Site

The Rockefeller Center website (the "Site") is made available to the visitor ("You") solely for informational, noncommercial use; nothing displayed on the Site constitutes an offer to sell, lease, or provide any goods or services. The Site may contain advertisements for third parties' special offers and price quotations. TSP is not responsible for the accuracy of such advertisements, the terms of any special offers, the validity of any price quotations or the quality of any goods or services advertised. The Site may also contain advertisements or announcements for events. TSP is not responsible for the accuracy of any advertisement or announcement, or the date, time or place set forth therein. Please confirm any such information with the sponsor of the event.

2. Acceptance of Terms

Your use of the Site constitutes your full legal acceptance of each of these terms, to the same extent as if You had signed this agreement. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THIS SITE.

3. Limited Authorization to Use Protected Material

TSP grants You permission to display, download, and reproduce information posted on the Site ("information") subject to your agreement to abide by the following conditions: You may display, download, and reproduce the information solely for your personal, non-commercial purposes. You must retain and reproduce each copyright notice or other proprietary rights notice contained in any of the information You display, download, or reproduce. With the exception of the foregoing limited authorization, You are not granted any license or right in connection with this Site.

This Site may contain or reference trademarks, patents, trade secrets, technologies, products, logos, processes or other proprietary rights ("Intellectual Property"). All such Intellectual Property is the property of its respective owner, which may be TSP and/or other parties. Except as otherwise expressly stated herein, You are not granted any license to use, or right in, any such Intellectual Property. Non-compliance with the above terms of use relating to displaying, downloading and reproduction of the information, and the use of the Intellectual Property displayed or otherwise made available on the Site, constitutes a material breach of these Terms and immediate forfeiture of the above limited authorization.

4. Accuracy; Limitation of Liability and Exclusion of Warranties

TSP makes reasonable efforts to ensure that all information contained on the Site is accurate and up to date. Nevertheless, your use and browsing of this Site is exclusively at your own risk and this Site is provided to You AS-IS. TSP MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE USE OF THIS SITE AND THE MATERIALS CONTAINED HEREIN. TSP 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 THIS SITE.

TSP ALSO EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY DAMAGE TO OR VIRUSES THAT MAY INFECT YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY AS YOU ACCESS OR BROWSE THE SITE OR DOWNLOAD MATERIAL FROM THE SITE.

UNDER NO CIRCUMSTANCES SHALL TSP BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) RESULTING FROM ITS PERFORMANCE OR ANY FAILURE TO PERFORM UNDER THIS AGREEMENT EVEN IF TSP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TSP'S SOLE LIABILITY HEREUNDER SHALL NEVER EXCEED \$500.00.

5. Non-proprietary Treatment of Information You Provide

Any communication You make with TSP via this Site will be treated as non-proprietary. TSP is free to use any idea, concept, or invention created by You and transmitted to it via this Site notwithstanding any limiting language You may use when transmitting such information. If You do not want TSP to use your idea unless it pays You a fee, or agrees to other terms, do not transmit it to TSP via this Site.

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

This Site may contain links to other Web sites or frame information from other Web sites that are not under the control of TSP. TSP is providing these links and/or frames to You only as a convenience.

TSP MAKES NO ENDORSEMENTS, WARRANTIES OR REPRESENTATIONS OF ANY KIND WHATSOEVER REGARDING THOSE SITES, INCLUDING THE PRODUCTS, SOFTWARE, MATERIALS, SERVICES, CONTENT OR ACCURACY OR APPROPRIATENESS OF CONTENT ON SUCH LINKED WEB SITES, YOUR DECISION TO ACCESS ANY SUCH OTHER WEB SITES SHALL BE ENTIRELY AT YOUR OWN RISK AND DISCRETION. IN PARTICULAR, PLEASE NOTE THAT THE POLICIES OF OTHER SITES LINKED TO THE TSP SITE MAY BE MATERIALLY



Terms and Conditions of Use Rockefeller Center Web Site

DIFFERENT THAN OUR TERMS, ESPECIALLY WITH RESPECT TO THE USE AND COLLECTION OF PERSONAL INFORMATION.

No permission is hereby granted to You to link from any other Web site to any portion of this Site, or to frame any content contained on this Site without TSP's prior written permission.

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.

TSP is committed to providing the best possible experience for users of our Site. If You observe material or behavior that may violate one of the TSP Terms, including without limitation material that You believe may be infringing another's rights, please contact Web Master, Rockefeller Center, 45 Rockefeller Plaza, New York, New York 10111.