OFFICIAL RULES

The STATE Grill and Bar "#EmpireLightsWich" hashtag contest begins at 12:00PM EST on 11/6/2017 and ends at 12:00PM EST on 1/1/2018 (known as Contest Start Date and Contest End Date). Contest Sponsor: **Empire State Realty Trust**, 111 West 33rd Street, 12th Floor, New York, NY 10120. Sweepstakes Administer: **Renegade, LLC**, 244 Madison Ave. #248, New York, New York 10016.

1. **HOW TO PARTICIPATE; USE OF PARTICIPANT'S MATERIALS:** The contest starts at 12:00PM EST on 11/6/2017 and ends at 12:00PM EST on 1/1/2018 (the "Contest Period").

By submitting an Entry, each participant agrees that Sponsor shall have the unfettered right to use such Entry in any and all materials, digital or print, with or without credit to or reference to that participant, and extends that right of use to the Empire State Building, STATE Grill and Bar and its owners or operators. Limit of one Prize per participant for the duration of the Contest.

During the Contest Period, participants are required to "follow" STATE Grill and Bar's official Instagram (@stategrill) before entering. Participants may then enter using the following method:

a. **Instagram:** Visit instagram.com/stategrill and "follow" the account. Then post a photo of the Empire Lights'wich, with the hashtags #empirelightswich and #contest, tagging @stategrill in the photo. Participants must post a photo that they have taken themselves, and are prohibited from using photos posted by others or by the restaurant's own account. Each entry must be unique each time. Participant's profiles must be public during the contest period to enter.

Limit (1) Entry per person per week, regardless of the number of accounts used to participate, for the duration of the Contest Period. In the case of multiple Entries from any person or account in any give week, only the first Entry submitted that week will be accepted, and all subsequent Entries in that week received from such person will be void.

2. **ELIGIBILITY:** Participant Eligibility: The "STATE Grill and Bar Hashtag Contest" ("Contest") is open to permanent legal residents of the fifty (50) United States and the District of Columbia who are eighteen (18) years of age or older on 11/6/2017. Entries are limited to individuals only; commercial enterprises and business entities are not eligible. By participating in this Contest, each participant accepts the conditions stated in these Official Rules, agrees to be bound by the decisions of Contest Sponsor and Administrator and warrants that she/he is eligible to participate in the Contest. Employees, independent contractors, officers, and directors of the Contest Sponsor and any other organizations affiliated with the sponsorship, fulfillment, administration, prize support, advertisement or promotion

of the Contest and their respective agents, affiliates, subsidiaries, and members of their immediate families or persons residing at the same address, are not eligible to participate in the Contest. THE CONTEST IS VOID WHERE PROHIBITED AND RESTRICTED BY LAW and is subject to applicable federal, state and local laws and regulations.

3. **WINNER SELECTION:** On or around 1/1/2018 (end of the "Contest Period") all entries will be considered from the applicable pool of entries. Sponsor will select a winner based on the creativity of the Entry, including but not limited to angle of entry, colors, filters, and other aesthetic aspects.

The winner will be notified via DM ("Direct message") on Instagram, to the account (handle) they used to enter the Contest. Such notification shall include a request for an email address and full name. If the winner does not provide this information to the Administrator within five (5) days of notification by 11:59 p.m. EST, their entry will be void and the Sponsor will select a new winner in their place. Upon receipt of requested information, the Administrator will send instructions for proper acceptance of the prize(s) by the winner to the email address provided by the winner. If the notification is returned as undeliverable, the next eligible entry may be selected as an alternate winner. The Contest Sponsor and Administrator are not responsible for and shall not be liable for late, lost, misdirected or unsuccessful efforts to notify the winner.

4. **PRIZE:** The winner will receive a pair (2) of Standard Adult Main Deck Tickets to the Empire State Building's 86th Floor Observatory and two (2) vouchers for the "Dinner & A View" prix fixe dinner at STATE Grill and Bar with a total retail value of approximately $196 based on peak dates and including tax and fees. The prize (both tickets and both vouchers) must be used together on the same day on a date of the winner's choosing within one year of the date they are notified of their win. The winner must make a reservation at STATE Grill and Bar for the date of their choosing by calling the restaurant directly at (212) 216-9693 or by visiting the STATE Grill and Bar's website at https://www.patinagroup.com/state-grill-and-bar.

Odds of winning the contest are affected by the number of eligible entries received each week during the "Contest Period". The winner will be responsible for all other, or potential, expenses not specifically set forth herein, including any and all travel, boarding expenses and any and all related expenses. Any and all taxes on any prize, including income and/or sales taxes, are the sole responsibility of the winner. Contest Sponsor reserves the right to substitute a prize of equal or greater value if prize (or a portion thereof) cannot be awarded as described. Contest Sponsor will determine all elements of prizing in its sole discretion. Prize(s) may not be assigned, transferred, changed or redeemed for cash, except at the sole discretion of Contest Sponsor. Prize(s) are awarded "as is" with no warranty or guarantee express or implied. The awarding of any prize is contingent upon full compliance with these Official Rules. Participants agree that if any winner fails to provide proof of identity, refuses to provide required information, is found to have violated Official Rules or

otherwise does not meet eligibility criteria, prize will be forfeited and awarded to an alternate winner.

5. **PRIVACY:** Submitting a full legal name and email address to the Contest Sponsor and Administrator is required to claim a prize. When you win, Contest Sponsor and Administrator collects personally identifying information about you, specifically your name, Instagram handle and email address.

6. **CONDITIONS:** The Contest Sponsor, Administrator, Facebook and Instagram and their respective agents, directors, officers, shareholders, employees, insurers, servants, parents, subsidiaries, divisions, affiliates, predecessors, successors, representatives, advertising, promotion, and fulfillment agencies and legal advisors (the "Released Entities"), are not responsible for, shall not be liable for and hereby disclaim liability arising from or relating to: late, lost, delayed, damaged, misdirected, misaddressed, incomplete, or unintelligible entries; (ii) telephone, electronic, hardware or software program, network, Internet, computer or other malfunctions, failures, or difficulties of any kind, whether human or technical; (iii) failed, incomplete, garbled, or delayed computer or e-mail transmissions; (iv) any condition caused by events beyond the control of the Contest Sponsor or Administrator; (v) any injuries, losses, or damages of any kind arising in connection with or as a result of any prize, or any portion thereof that may have been awarded, or acceptance, possession, or use of any prize, or any portion thereof that may have been awarded, or from participation in the Contest; or (vi) any printing or typographical errors in any materials associated with the Contest. The Contest Sponsor reserves the right, in its sole discretion, to suspend, modify or cancel the Contest should any unauthorized human intervention or other causes beyond the Contest Sponsor's control corrupt or affect the administration, security, fairness or proper conduct of the Contest. In the event that proper administration of the Contest is prevented by such causes as contemplated above, the Contest Sponsor will pick the winners from all eligible, non-suspect entries received prior to such action. By participating in the Contest, participants and winners agree to release, discharge and hold harmless the Released Entities, and all others associated with the development and execution of the Contest, from any and all losses, damages, rights, claims and actions of any kind arising out of or relating to the Contest, participation in the Contest, any prize, or any portion thereof that may have been awarded, and/or acceptance, possession, use or misuse of any prize, or any portion thereof that may have been awarded, including but not limited to statutory and common law claims for misappropriation or participant's right of publicity.

7. **DISPUTE RESOLUTION:** Except where prohibited, Contest participants agree that: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participant(s) and Contest Sponsor, Administrator and their agents shall be governed by and construed exclusively in accordance with the laws of the State of New York without giving effect to any principles of conflicts of law of any jurisdiction. Participant agrees that any action at law or in equity arising out of or

relating to this Contest, or awarding of the prizes, shall be filed only in the state or federal courts located in the State of New York and participant hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such action. Except where prohibited, by participating in this Contest, participant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Contest, or awarding of the prizes, shall be resolved individually, without resort to any form of class action; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Contest but IN NO EVENT attorneys' fees; and (c) under no circumstances will any participant be permitted to obtain awards for and hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. Some jurisdictions do not allow the limitations or exclusion of liability for incidental or consequential damages, so the above may not apply to you.

8. **NOTICE:** The Contest Sponsor reserves the right to prosecute and seek damages against any individual who attempts to deliberately undermine the proper administration of the Contest in violation of these Official Rules and/or criminal and/or civil law.

Empire State Realty Trust, STATE Grill and Bar and **Empire State Building** and their associated name and image trademarks and logos cannot be used without permission. Any trademarks in these Official Rules are used for prize identification purposes ONLY and are the properties of their respective owners. All rights reserved.