

**Empire State Building Photo Contest
Official Rules**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. The Empire State Building Photo Contest ("Promotion") begins at 12:00:00 PM Eastern Time ("ET") on August 13, 2018 and ends at 11:59:59 PM ET on October 5, 2018 ("Contest Entry Period"). The Promotion contains a contest of skill ("Contest"). *The computer clock of Sponsor is the official time-keeping device in the Promotion. Where appropriate, the Contest will be collectively referred to as the "Promotion."*

This Promotion uses Instagram, Inc. ("Instagram") and Twitter, Inc. ("Twitter") as a means of entry. This Promotion is in no way sponsored, endorsed, or administered by Instagram or Twitter. All Instagram or Twitter logos and trademarks displayed on this promotion are property of Instagram or Twitter. All questions, comments or complaints regarding the Promotion should be directed to the Sponsor at the address listed below and not to Instagram or Twitter.

1. **ELIGIBILITY:** The Promotion is open to legal residents of the fifty (50) United States and the District of Columbia (but not Puerto Rico), who are 18 (except Alabama and Nebraska, 19 and Mississippi, 21) years of age or older at the time they enter the Promotion or submit a vote, as described below. Also eligible are legal residents of Canada and the United Kingdom who have reached the majority age (i.e., legally adult) under applicable law in that locale at the time they enter the Promotion or submit a vote. Employees, officers and directors of ESRT Empire State Building, L.L.C. (the "Sponsor"), Snipp Interactive, Realtime Media LLC, their respective parent companies, affiliates, subsidiaries, advertising, and fulfillment and marketing agencies, (collectively, "Promotion Parties"), their immediate families (parent, child, sibling & spouse and their respective spouses, regardless of where they reside) and persons living in the same households as such individuals (whether related or not) are not eligible to participate in the Promotion. By participating in the Promotion, you release and discharge from any claim by you, and you hold harmless from any claim by third parties, all the Promotion Parties, their respective parents, affiliates, subsidiaries, retailers, advertising and promotion agencies and the respective officers, directors, employees and agents of each of the foregoing, from any and all damages whether direct or indirect, which may be due to or arise out of your participation in the Promotion or any portion thereof, or the acceptance, use/misuse or possession by you of any prize. By participating, you agree to these Official Rules and to the decisions of the judges and Sponsor, which are final and binding in all respects. The offer to participate is void where prohibited by law, rule or regulation. All federal, state, provincial or local taxes and regulations apply.

2. **TIMING:** The Promotion will consist of three (3) phases as detailed below:

- **Contest Entry and Vote Period:** Begins at 12:00:00 PM ET on August 13, 2018 and ends at 11:59:59 AM ET on October 5, 2018
 - Weekly Winners will be announced during the Contest Entry and Vote Period
- **Judging Period:** Begins at 9:00:00 AM ET on October 8, 2018 and ends at 8:59:59 AM ET on October 31, 2018
- **Winner Announcement:** The Grand Prize Winner will be announced on or about October 31, 2018

3. HOW TO PARTICIPATE: There are three (3) methods of participation in the Promotion as listed below.

- a. **WEBSITE:** To participate via Website, during the Contest Entry and Vote Period, link to www.ESBPhotocontest.com (the "Website"). Once at the Website, you will be prompted to log in with your email address. If you are a new participant, you will be required to complete the registration form with your valid personal information within the required fields (Required fields include: Full Name, Email Address, Complete Mailing Address and Phone Number). Upon submitting the registration form, you will be prompted to upload your original photo taken from or taken of the Empire State Building in New York City, NY with a caption to accompany your photo.
 - i. To access the Website, you may also text "**ESBMOMENT**" to 811811. You will receive a response with a link to the Website to proceed with the steps listed in 3a above.
- b. **SOCIAL:** To participate via social media, login to your Instagram or Twitter account. Post your original photo taken from or taken of the Empire State Building in New York City, NY during the Contest Entry and Voting Period. For the caption of each submitted photo, enter an appropriate descriptive text along with the hashtags "**#ESBMoment**" and "**#Contest**" (the "Promotion Hashtags") (collectively the photo and associated text or other materials are your "Entry"). You must have your Instagram or Twitter account made public.

PHOTO SPECS: If participating via the Website, photos cannot exceed 10MB and must be in one of the following acceptable formats: JPG, PNG, and GIF. All photos with comments must be submitted during the Contest Entry and Voting Period. Adding a comment with the Promotion Hashtags to a photo that was posted before or after such Period, is not a valid form of entry. Submission of your photo and caption via Website or Social in accord with these Contest Rules will constitute one (1) entry into the Contest ("Contest Entry" or "Entry").

Limit of one (1) Contest Entry per person regardless of method of entry used. In the case of multiple Contest Entries submitted from any email address or Instagram or Twitter account, only the first Contest Entry received will be accepted and all subsequent Contest Entries received from such person will be void.

Regardless of method of entry above, your Entry must adhere to the "Requirements of Contest Entries" listed below to be valid. Approved Entries will be posted to the Public Gallery for Judging and Public Vote, as detailed below.

REQUIREMENTS OF CONTEST ENTRIES: Entries may not contain, as determined by the Sponsor, in its sole discretion, any content that:

- Is sexually explicit; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- Promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- Is obscene or offensive; endorses any form of hate or hate group;
- Appears to duplicate any other submitted Contest Entries;
- Defames, misrepresents or contains disparaging remarks about other people or companies;
- Contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, without permission;
- Contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;

- Contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), without permission;
- Contains any individual other than the you and/or any materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without providing legal releases for such use in a form satisfactory to Sponsor;
- Contains look-alikes of celebrities or other public or private figures, living or dead;
- Communicates messages or images inconsistent with the positive images and/or good will to which Sponsor wishes to associate; and/or
- Violates any law.

By submitting an Entry, you represent and warrant that the work submitted is original to you and that neither it nor its contents infringes upon or violates the rights of any third party. If your Entry includes likenesses of third parties (such as, but not limited to makeup artist or subject) or contains elements not owned by you (such as, but not limited to, company logos) you must provide legal releases for such use in a form satisfactory to Sponsor or your Entry will be disqualified.

By submitting an Entry, you hereby grant permission for your Entry to be posted on the Website or other websites. You agree that Promotion Parties are not responsible for any unauthorized use of Entries by third parties. Promotion Parties do not guarantee the posting of any Entry. You agree that you will not use the Entry for any other purpose, including, without limitation, posting the Entry to any online social networks (other than for entry into this Promotion), without the express consent of Sponsor in each instance.

By submitting an Entry, you acknowledge and agree that Sponsor may receive other Entries under this Promotion that may be similar or identical to the Entry submitted by you, and you waive any and all claims you may have had, may have, and/or may have in the future, that any other Entry reviewed and/or used by Sponsor may be similar to your Entry and you understand that you will not be entitled to any compensation because of Sponsor's use of such other similar or identical material.

4. **PUBLIC VOTE:** To vote, you must have reached the majority age (i.e., legally adult) under applicable law in your place of residence at the time of voting. Voting begins at 12:00:00 PM ET on August 13, 2018 and ends at 11:59:59 PM ET on October 5, 2018. To place a vote, visit the Website during the Contest Entry and Voting Period. You must follow the on-screen instructions to submit your email address (as well as any other required information), if you haven't done so previously. Upon submitting your email address, you will be able to place one (1) vote, per day, for your favorite Contest Entry from within the public gallery. You are prohibited from obtaining votes by any fraudulent or inappropriate means, including, without limitation, offering prizes or other inducements to members of the public, as determined by Sponsor in its sole discretion. Votes generated by script, macro or other automated means or which subvert or impair the integrity of the voting process will be void. Any attempt to exceed the limited number of votes, shall give the Sponsor the right to void the votes in question and disqualify the Entry, at its sole discretion. **Limit of one (1) vote per person, per day, per email address throughout the Contest Entry and Voting Period.** A "day" is understood to mean 12:00 a.m. ET through 11:59 p.m. ET.
5. **JUDGING:** Begins at 9:00:00 AM ET on October 8, 2018 and ends at 8:59:59 AM ET on October 31, 2018. The judging panel, selected by the Sponsor, will score each Entry up to the maximum amount of points allowed. Judging will be based on the following criteria:
 - Originality (20%)
 - Creativity (20%)
 - Depiction (20%)
 - Uniqueness (20%)
 - Relevance to Contest theme (20%)

Entries that do not contain all required entry information or are considered inappropriate for any reason are not eligible. For each week of the Contest Entry and Voting Period, the Entry with the highest score from the Judges combined with the highest number of votes at the end of the corresponding week will be deemed a Contest Weekly Prize Winner. In the event that an Entry receives the highest score from the judges for one of the weeks and there are no ties, the number of votes will not be factored into the winner selection.

At the end of the Contest Entry and Voting Period, the Entry with the highest score from the Judges combined with the highest number of votes from the entire Contest Entry and Voting Period will be deemed the potential Contest Grand Prize winner. The Entry with the next highest score will be deemed the potential Contest Runner-Up Prize Winner. In the event that an Entry receives the highest score from the judges at the end of the Contest Entry and Voting Period and there are no ties, the number of votes will not be factored into the winner selection.

In the event of a tie, an additional “tie-breaking” judge may be brought in to evaluate the tied entries, based on the Judging Criteria above. Sponsor reserves the right not to award all prizes or to choose fewer than eight (8) if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Entries. Prize awards are subject to verification of eligibility and compliance with these Official Rules.

6. **WINNER NOTIFICATION:** If potential winners entered via the Website, they will receive a winner notification via email and/or phone call, within one (1) day of the winner selection or as soon thereafter as reasonably practicable. If potential winners entered via social, users will be notified via direct message from the Sponsor on their Instagram or Twitter account if they have direct messaging enabled. If the user does not have direct messaging enabled through their Instagram or Twitter account, the potential winners will receive prize notification via a comment on their submitted photo from the Sponsor of the promotion with a call to action to email the promotion administrator at the email address provided in the comment.

Potential winners must reply and confirm acceptance within 48 hours of winner notification, or their prize will be forfeited. The potential Contest Grand Prize and Contest Runner-Up Prize winner will also be sent an Affidavit of Eligibility/Liability Release and an IRS Form via email. All forms must be completed, signed, notarized and returned to Administrator within two (2) days of date of issuance. The potential winner then and only then becomes the “winner.” If such potential winner cannot be contacted within a reasonable time period, if the potential winner is ineligible, if any notification is returned undeliverable, or if the potential winner otherwise fails to fully comply with these Official Rules, he/she will forfeit that prize, and an alternate winner will be selected from among all remaining eligible entries using the judging criteria listed above.

7. **PRIZES/PRIZE RESTRICTIONS:** A total of Ten (10) Promotion prizes (One (1) Contest Grand Prize, One (1) Contest Runner-Up Prize and Eight (8) Contest Weekly Prizes) are planned to be awarded during the Promotion as detailed below.

CONTEST GRAND PRIZE (1): One (1) Contest Grand Prize, consisting of:

- One (1) check in the amount of \$5,000

The Approximate Retail Value (“ARV”) of the Contest Grand Prize is \$5,000.

CONTEST RUNNER-UP PRIZE (1): One (1) Contest Runner-Up Prize, consisting of:

- One (1) check in the amount of \$1,500

The ARV of the Contest Runner-Up Prize is \$1,500.

CONTEST WEEKLY PRIZES (8): Eight (8) Contest Weekly Prizes, each to consist of:

- One (1) Empire State Building Swag Bag

The ARV of each Contest Weekly Prize is approximately \$150.

The ARV of all Promotion prizes is approximately \$7,700.

PRIZE RESTRICTIONS: Limit of one (1) Promotion prize per person/per household. In the case of multiple Contest Entries submitted from any email address or Instagram or Twitter account, only the first Contest Entry received will be accepted and all subsequent Contest Entries received from such person will be void. Entries generated by script, macro or other automated means or which subvert the entry process are void. All Entries become the property of Sponsor as provided in Section 9 and will not be acknowledged or returned.

- 8. GENERAL PRIZE CONDITIONS:** Prize will only be awarded by Sponsor upon potential winners' verification of eligibility and final approval by Sponsor. No prize substitution, cash equivalent of prizes, transfer or assignment of prizes is permitted, except by Sponsor which reserves the right to substitute a prize with one of comparable or greater value, in its sole discretion. If any winner is at least 18 but still considered a minor in his/her jurisdiction of residence, prize will be awarded in the name of his/her parent or legal guardian who will be responsible for fulfilling all requirements imposed on winners set forth herein.
- 9. OWNERSHIP OF ENTRIES:** By using submitting an Entry on the Website, text (US only), or via Instagram or Twitter, you agree to be bound by these Official Rules and grant Sponsor a non-exclusive, fully paid-up and royalty-free, worldwide license to use, modify, delete from, add to, publicly perform, publicly display, reproduce and translate your Entry, including without limitation the right to distribute all or part of your Entry in any media formats through any media channels. By submitting an Entry, you consent to the use, by Sponsor, its affiliates, subsidiaries, parents, and licensees, of your name, likeness, and image, in connection with the Event and Sponsor's related marketing activities, in any media or format now known or hereafter invented, in any and all locations, without any payment to or further approval from you. You agree that this consent is perpetual and cannot be revoked. For uses beyond the consent that you grant above, you agree that Sponsor's use of your personal data will be governed by the Privacy Policy posted on the Sponsor website.
- 10. TEXT MESSAGING (SMS) TERMS AND RESTRICTIONS:** Message and Data Rates may apply. By texting "ESBMOMENT" to 811811, you consent to receive up to eight (8) one-time automated text messages to the number you provided from Snipp Interactive Inc. ("Snipp"). You are not required to give this consent to purchase any goods or services. The text message you send is your electronic signature agreeing to these terms and to giving electronic written consent to receive automated text messages from Snipp and/or Program Sponsors. *Carrier specific charges for text messages may apply, depending on your individual cellular pricing plan, in accordance with your cellular customer agreement.* SMS may not be available for all service providers or for all handsets. Cellular phone carrier's instructions for text messaging may be different. Check your phone capabilities for specific instructions. Program Sponsor makes no guarantee that any particular wireless service provider will participate. Check with your service provider for details. By selecting to participate via text messaging, the Participant grants permission to the Program Sponsor to notify them via return text message and must agree to accept all applicable charges associated therewith. Wireless service providers may charge Participant for each text message, including any error message that is sent and received in connection with the Program, based on the applicable wireless service plan. Participant is responsible for all applicable fees and taxes associated with submitting a receipt using SMS messaging. Program Sponsor, in its sole discretion, may add or delete a cellular carrier at any time, without notice. You may text STOP to 811811 at any time to exit Program and to stop receiving text messages, or HELP for help.
- 11. MISCELLANEOUS:** Promotion Parties are not responsible for late, lost, incomplete, corrupted, stolen, garbled, damaged, delayed, undelivered or misdirected entries, all of which are void. Online entries will be considered to be entered by the authorized account holder of the e-mail address submitted at time of entry and he/she must comply with these Official Rules and Instagram Terms

and Conditions located at www.Instagram.com and Twitter Terms and Conditions as www.Twitter.com. The authorized account holder is deemed as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

- 12. RELEASE:** As a condition of entering the Promotion, you agree that (1) under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim punitive, incidental, consequential or any other damages, and any claims, judgments or awards shall be limited to actual out-of-pocket expenses; (2) all causes of action arising out of or connected with this Promotion, or any prizes awarded, shall be resolved individually, without resort to any form class action; and (3) in no event will you be entitled to receive attorneys' fees. BY ENTERING THE PROMOTION, YOU AGREE TO RELEASE, DISCHARGE AND HOLD HARMLESS PROMOTION PARTIES AND THE RESPECTIVE OFFICERS, DIRECTORS, AND AGENTS OF EACH, FROM ANY AND ALL LIABILITY FOR ANY INJURY, LOSS, OR DAMAGE OF ANY KIND TO PERSONS, INCLUDING DEATH, AND PROPERTY, WHETHER DIRECT OR INDIRECT, WHICH MAY BE DUE TO OR ARISE OUT OF YOUR PARTICIPATION IN THE PROMOTION OR ANY PORTION THEREOF, OR THE ACCEPTANCE, USE/MISUSE OR POSSESSION BY YOU OF PRIZES, OR ANY PRIZE-RELATED TRAVEL OR ACTIVITY. YOU WAIVE ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The terms of this Section 12 do not limit your obligations under Section 1.
- 13. DISCLAIMER:** Promotion Parties are not responsible for printing or typographical errors in these Official Rules or in any Promotion-related materials. Sponsor reserves the right, in its sole discretion, to disqualify any individual that tampers with the entry process. Sponsor also reserves the right to terminate, suspend, cancel or modify the Promotion and award the prizes for the Promotion from among all eligible, non-suspect entries received (i) as of the date of termination using the judging procedure outlined above if for any reason this Promotion is not capable of running as planned due to any reason, including infection by computer virus, bugs, tampering, fraud, unauthorized intervention, technical failures or other causes that may corrupt or impair the integrity, fairness or proper play of the Promotion. Promotion Parties are not responsible or liable for any events which may cause errors and/or the Promotion to be stopped, including but not limited to any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries, nor are they responsible for any problems or technical malfunction of any telephone, network or telephone lines, computer on-line systems, servers, or cable, satellite, or Internet Service Providers, computer equipment, software or any other failure of any email or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any web site, or any combination thereof, including any injury or damage to yours or any other person's computer relating to or resulting from participation in this Promotion or downloading any materials in this Promotion. Promotion Parties are not responsible for computer, mechanical, technical, electronic, network or other errors or problems, including any errors or problems that may occur in connection with the administration of the Promotion, the processing of Entries, or in any other Promotion-related materials. The Promotion Parties may stop you from participating in this Promotion if you violate Official Rules or act, in Sponsor's sole discretion: (a) in a manner Sponsor determines to be not fair; (b) with an intent to annoy, threaten or harass any other entrant or the Sponsor; or (c) in any other disruptive manner. Should more prizes be awarded through a computer, hardware, or software malfunction, error or failure, or for any other reason, in any prize category, than are stated for that category in the Official Rules, Sponsor reserves the right to award only the number of prizes stated in the Official Rules for that category. In no event will more prizes be awarded than that listed in Section 7.

CAUTION: ANY ACT OR ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, PROMOTION PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES

(INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL(S) TO THE FULLEST EXTENT PERMITTED BY LAW.

14. CHOICE OF LAW AND JURISDICTION: Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants or winners, Sponsor, and administrator in connection with this Promotion, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction), which might otherwise cause the application of the laws of any jurisdiction other than the State of New York. Any action seeking legal or equitable relief arising out of or relating to the Promotion or these Official Rules shall be brought only in the courts of the State of New York. You hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction they may have.

15. PRIVACY: Except as noted in these Official Rules, information collected for this Promotion is used only for the purpose of Promotion administration and winner notification and will not be re-used, sold or shared in any manner by the Promotion Parties or any third parties unless participant has elected to receive additional information or promotional material from the Sponsor, or a third party. By participating in the Promotion, participant agrees to all of the terms and conditions of the Sponsor's Privacy Policy, which is available at <http://www.esbnyc.com/privacy-policy> in English and, as of August 17, 2018, will be available at <http://www.esbnyc.com/fr/privacy-policy> in French. In the event of any discrepancy between the Sponsor's Privacy Policy and these Official Rules, these Official Rules shall control and govern.

FOR QUEBEC RESIDENTS. Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a Prize may be submitted to the Régie des alcools, des courses et des jeux only for the purpose of helping the parties reach a settlement.

16. TAX INFORMATION: All federal, state, local, and other taxes on prizes and any other costs and expenses associated with prize acceptance and use not specified herein as being provided, are the sole responsibility of the applicable winner. A 1099 tax form (preceded by a W9 Form) will be issued to the Contest Grand Prize Winner and the Contest Runner-Up Winner if they are residents of the United States. If a winner of any prize is a resident of any of the other eligible countries, 30% of the prize will be withheld pursuant to IRS regulations.

17. WINNERS LIST: For the names of the Contest Grand Prize, Contest Runner-Up Prize and the Contest Weekly Prize Winners, email photocontest@empirestaterealtytrust.com.

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