

TIMES SQUARE SURPRISE PROPOSAL CONTEST - OFFICIAL RULES (“Official Rules”)

NO PURCHASE NECESSARY TO ENTER. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

The object of the Times Square Surprise Proposal Contest (the “Contest”) is to submit an original video and participate in the Times Square Surprise Proposal in Times Square (the “Event”). Employees of the Times Square District Management Association d/b/a Times Square Alliance (“the Alliance” or “Sponsor”) will judge all eligible entries received based on criteria set forth in the Judging section below.

All video links must not exceed 2 minutes in length, must be submitted in English, and must share your love story and why you would like to propose at the Crossroads of the World (Times Square).

1. **Eligibility:**

- The Contest is open to legal residents of the fifty (50) United States (excluding Rhode Island) and the District of Columbia, who are of legal age of majority in the jurisdiction in which they reside (and at least 18 years old) at the time of entry.
- In order to win the Prize (as hereinafter defined), all entrants must:
 - Enter contest through online submission including a video link
 - Participate in the Event at the Event Time (as hereinafter defined).
- Employees, officers and directors (including immediate family members (spouse, child, sibling, parent and their respective spouses, regardless of where they reside) and members of the same household, whether or not related) of the Alliance, and other partners of the contest including hotel or airline partners and each of their respective parents, affiliated companies, subsidiaries, sponsors, licensees, distributors, dealers, retailers, printers and advertising and promotion agencies, and any and all other companies associated with the Contest are not eligible to participate or win the Prize.
- The Contest is subject to all applicable federal, state and local laws, rules and regulations. Void in Rhode Island and where prohibited or restricted by law, rule or regulation.
- By participating in this Contest and submitting an entry, each Entrant agrees to be bound by these Official Rules, including all entry requirements and by the decisions of the Alliance, which are final and binding on all matters relating to the Contest.

2. **Entry Period and Event Time:**

- Only online entries into the Contest will be accepted. Online entry will commence on or around 10:00 A.M. Eastern Standard Time (“EST”) on Friday, January 17, 2014 and end at 10:00 A.M. EST on Monday, February 3, 2014 (the “Online Entry Period”).
- The Event will take place in Times Square (between 46th and 47th Streets at Broadway and 7th Avenue), New York, NY (the “Event Site”) on Friday, February 14, 2014 from 9:00 A.M. EST until approximately 6:00 P.M. EST (the “Event Time”).
- At the Event, the Alliance will announce the Winning Couple (as hereinafter defined).

3. **Entry and Submission Requirements:**

- Visit www.TimesSquareNYC.org or www.facebook.com/timessquarenyc or www.facebook.com/timessquarenyc during the Online Entry Period and follow the instructions to complete and submit the online entry form and video link. All entries become the property of Sponsor and will not be acknowledged or returned. Limit one (1) entry per Couple, per e-mail address and per household. Multiple entries received from

any person, Couple, e-mail address or household in excess of the stated limitation will be void.

- By submitting your completed online entry form and all other requested information as directed, you will receive one (1) entry in the Contest. All information submitted online by Entrants and/or Couples is subject to, and will be treated in a manner consistent with TimesSquareNYC.org's Terms of Service and Privacy Policy accessible at <http://www.timesquarenyc.org/legal/index.aspx>, (both of which are incorporated herein by reference).
- Upon entering the Contest, Entrants may be given the option to receive commercial e-mails from www.TimesSquareNYC.org; however, eligibility to participate in the Contest or the Event is not dependent upon such Entrant's consent to receive such e-mails and consenting to do so will not increase your chances of winning the Contest.
- To be eligible, entrants must fully complete and submit all non-optional data requested on the online entry form. Incomplete entries are void.
- No Entrant or Couple can participate in the Event without a valid and binding release agreement ("Release Agreement"), and the terms of such Release Agreement will apply to all Couples with respect to the relevant terms thereof.
- Entry requires participation as a Couple at the Event. All Couples are responsible for the full cost of any travel, accommodations and transportation to and from the Event and any and all additional expenses associated with attending the Event.

4. Judging Criteria:

- All video links answering the question "Share your love story and why you would like to propose at the Crossroads of World (Times Square)." will be judged by Alliance employees on the following basis: (i) uniqueness of story (75%) and (ii) inspiration (25%) (the "Judging Criteria").
- Videos must not exceed 2 minutes in length as a private YouTube video link and must be submitted in English.

5. Judging Panel and Winning Couple Selection:

- On or about February 3, 2014, up to ten (10) Couples submitting the videos with the highest score based on the Judging Criteria, as determined by the judges in their sole discretion, will be the potential winning Couples of the Contest (the "Potential Winning Couples"). Potential Winning Couples will be contacted and qualified for their eligibility to receive the prize.
- Sponsor reserves the right to not award the Prize if, in its sole discretion, it does not receive a sufficient number of eligible and qualified entries.
- On or about February 14, 2014, the essay submitted by the Potential Winning Couple with the highest score based on the Judging Criteria, as determined by the judges in their sole discretion, subject to verification of eligibility, compliance with the terms of these Official Rules and participation in the Event, will be the winning Couple (the "Winning Couple") and the Winning Couple will then be announced on February 14, 2014 during the Event. The Alliance expressly reserves the right, in its sole discretion, to delay the announcement of the Winning Couple.
- In the event of a tie, an additional, tie-breaking judging panel will determine the Potential Winning Couples and the Winning Couple from among such tied entries based on creativity (100%).

6. Publication and Assignment of Rights to Submissions:

- By entering the Contest, each Entrant agrees that his or her submission is an original work of authorship/production and he or she owns all right, title and interest in the entry

as of the date of submission. Entries cannot defame or invade the publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person's personal or property rights or any other third party rights. If the entry contains any material or elements that are not owned by the Entrant and/or which are subject to the rights of third parties, the Entrant is responsible for obtaining and has obtained, prior to submission of the entry, any and all releases and consents necessary to permit the use and exhibition of the entry by Sponsor in the manner set forth in these Official Rules, including, without limitation, name and likeness permissions from any person who appears in or is identifiable in the entry. If any identifiable person appearing in the entry is under the age of majority in his/her state of residence, the parent or legal guardian is required to provide permission. Sponsor reserves the right to require proof of these permissions in a form acceptable to Sponsor from any Entrant at any time. Sponsor reserves the right to disqualify any entry it deems to be offensive, inappropriate, not in keeping with Sponsor's image or that is otherwise not in compliance with these Official Rules, in its sole discretion.

- By entering the Contest, Entrants agree to assign all right, title, and interest, including copyright rights, in the entry to Sponsor and grant permission for Sponsor and its designees to publish or publicize all or part of their entry, including but not limited to the Couple's name, likeness and video, in whole or in part, for advertising, promotional and trade or other purposes in conjunction with this and similar promotions in any and all media now known or hereafter developed, worldwide in perpetuity, without notice or permission and without further compensation, except where prohibited by law.

7. **Prize:**

- **One (1) Grand Prize Is Available To Be Awarded.** The Winning Couple shall receive a prize package (the "Grand Prize"), consisting of:
 - One (1) cruise valid on 4 & 5 night product offerings as well as 7 night Caribbean, Bermuda and Alaska (roundtrip). North America and Puerto Rico Embark Ports. Includes all ship classes including Solstice Class. Blackout dates are last 2 weeks of December including Christmas and New Year sailings. (oceanview accommodations)
 - The opportunity to have their proposal displayed on the American Eagle screen in Times Square at [address] on February, 14, 2014 at a time determined by the Sponsor.
- Nine (9) Runner Up Prizes will be awarded to the remaining Potential Winning Couples. The Potential Winning Couples shall receive a prize (the "Runner Up Prize"), consisting of:
 - The opportunity to have their proposal displayed on the American Eagle screen in Times Square at [address] on February, 14, 2014 at a time determined by the Sponsor.
- The total ARV of the Prize is \$3,299.00. All costs and expenses associated with Prize acceptance and use not specified herein as being provided, including but not limited to (i) any transportation costs, (including the full cost of transportation to and from the closest departure city and the Winning Couple's place of residence and (ii) any and all applicable fees, service charges, surcharges or passenger facility charges, all insurance, federal, state, local and foreign taxes, if any, luggage fees, gratuities, meals, incidentals and any other unspecified expenses associated with acceptance or use of the Prize are the sole responsibility of the Winning Couple. Some of these taxes, fees and other amounts may be due upon booking/ticketing the Travel Certificates or the Hotel Certificate.
- Certificates may not be redeemed by any travel partner - they can only be redeemed by calling the Redemption Desk at **(888) 837-5676**.

- The Prize must be redeemed and all travel completed no later than December 2014.
 - Embargo dates and other restrictions may apply and are subject to change. The Prize is provided “as is” and without any warranty of any kind. All prize details are at Sponsor’s sole discretion.
 - Upon receipt of any part of the Prize, the Winning Couple and any other Prize recipients are required to comply with any and all applicable federal, state and local laws, rules and regulations related thereto, including but not limited to payment of taxes.
8. **Prize Provider:**
- Frank Medina, Commercial Director, Celebrity Cruises, INC, 1080 Caribbean Way
Miami, FL 33132.
9. **Notification:**
- Each Potential Winning Couple will be notified by phone and/or email (in the sole discretion of Sponsor) by Sponsor prior to the Event.
 - If a Potential Winning Couple: (i) cannot be contacted; (ii) does not respond within twenty-four (24) hours from the date Sponsor first tries to notify them; (iii) fails to comply with the Official Rules; (iv) fails to agree to be bound by the terms and conditions of the Release Agreement; (v); fails to return the any additional required waivers, publicity and liability releases and disclaimers (vi) fails to participate in the Event; and/or (vii) refuses the Prize, such Potential Winning Couple forfeits all rights to win the Contest or receive the Prize and all associated privileges will be immediately terminated, and, at Sponsor’s sole discretion and time permitting, an alternate Potential Winning Couple may be selected from all remaining eligible entries received based on the Judging Criteria.
 - Upon contacting each Potential Winning Couple and determining that both applicable Entrants have met all eligibility requirements of the Contest, including without limitation the execution of the Release Agreement and any additional required waivers, publicity and liability releases and disclaimers, the judges will determine the Winning Couple from among the Potential Winning Couples and, subject to participation in the Event, such Winning Couple will be declared the “winners” of the Contest.
10. **Taxes:** All applicable federal, state and/or local taxes (including income and withholding taxes), if any, are the Winning Couple’s sole responsibility.
11. **Odds of Winning:** The odds of winning this Contest depend on the number of eligible entries received.
12. **No Prize Transfer or Substitution:** The Prize or any portion thereof may not be transferred or redeemed for cash or credit. Any portion of the Prize that is not used is forfeited. There may be no substitutions for the Prize except by Sponsor, with the prior written consent of Celebrity Cruises INC, in which case a prize of equal or greater value will be substituted.
13. **Waiver of Liability; Publicity Release:**
- By participating in this Contest and submitting an entry, each Entrant agrees to waive any and all claims against the Alliance, Celebrity Cruises INC and each of their respective parents, affiliated companies, subsidiaries, licensees, distributors, dealers, retailers, printers, representatives and advertising and promotion agencies, and any and all other companies associated with the Contest, and all of their respective officers, directors, employees, agents and representatives (collectively, the “Released Parties”) for any injury, damage or loss that may occur, directly or indirectly, in whole or in part, from the

participation in the Contest or from the receipt or use of the Prize or any travel or activity related to the receipt or use of the Prize.

- Each Entrant agrees to indemnify and hold harmless the Released Parties in connection with the operation of the Contest from and against any claims, suits, losses, liabilities damages and expenses (including reasonable attorneys' fees) that arise out of such Entrant's participation in the Contest.
- The Winning Couple, by acceptance of the Prize, grants to Sponsor, Celebrity Cruises INC and each of their respective designees the right to publicize such Winning Couple's names, address (city and state of residence), photograph, voice and/or other likeness and Prize information in any and all media now known or hereafter devised, throughout the world, in perpetuity, without additional compensation or consideration, notification or permission, unless prohibited by law.

14. General Conditions:

- The Released Parties make no representation, guaranty or warranty with respect to the Contest and the Prize and disclaim all implied warranties.
- The Released Parties are not responsible for incorrect, stolen, late, incomplete, illegible, misdirected, lost, damaged, delayed, undelivered, inaccurate, postage-due or garbled entries, e-mail or mail or essays whether caused by an Entrant by any of the equipment or programming associated with or utilized in this Contest or by any human error which may occur in the processing of the entries in this Contest.
- The Released Parties are not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers or providers, computer equipment, software, failure of any e-mail on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to any Entrant's or any other person's computer related to or resulting from participation in or downloading any materials of this Contest.
- The Contest is a skill contest designed to increase consumer awareness of and interest in the Alliance and www.TimesSquareNYC.org, the Official Site of the Alliance. This Contest may not be used for any form of gambling. In the event that the Contest is challenged by any legal or regulatory authority, The Alliance reserves the right to discontinue or modify the Contest, or to disqualify any Entrants and/or Couples residing in the affected geographic areas. In such event, Released Parties shall have no liability to any Entrants and/or Couples who are disqualified due to such an action.
- If, for any reason, the Contest is not capable of running as planned, including, but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Alliance which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, or for any reason the Alliance deems it necessary, the Alliance reserves the right in its sole and unequivocal discretion to cancel, terminate, modify or suspend the Contest and/or the Prize.
- The Alliance will be responsible for resolving any disputes and rules violations that arise in connection with the Contest. All interpretations of these Official Rules and the decisions of the Alliance regarding the Contest shall be final and binding in all respects. the Alliance reserves the right in its sole and unequivocal discretion to disqualify any individual it finds to be tampering, or has tampered with the entry process or the operation of the Contest or the Website or acting in a disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.
- All online entries must include a valid email address for each Couple. In case of multiple entries received from the same person, Couple, email address or household, only the first entry received from such person, Couple, email address or household will be

considered. In the event of a dispute as to the identity or eligibility of the Winning Couple or a Potential Winning Couple based on an email address, the winning entry will be declared made by the "Authorized Account Holder" of the e-mail address submitted at the time of the entry provided he/she is eligible according to these Official Rules. The "Authorized Account Holder" is defined as the natural person to whom the applicable Internet service provider or other organization (such as a business or educational institution) has assigned the email addresses for the domain associated with the submitted email address.

- The Alliance reserves the right to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Contest.
- ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE RELEASED PARTIES RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PARTICIPANT/INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. THE NEW YORK COURTS (STATE AND FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THE CONTEST AND THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN THE CONTEST. EACH ENTRANT WAIVES AND ALL OBJECTIONS TO JURISDICTION AND THE VENUE IN THESE COURTS AND HEREBY SUBMITS TO THE JURISDICTION OF THOSE COURTS.

15. **Terms & Conditions:** Cruise prize includes standard guest accommodations. Winner and travel companion are each solely responsible for any and all costs, other than those specifically stated in these Official Rules, that may be incurred or arise as a result of being awarded a prize. Valid for US & Canadian corporations and residents only. Does not include Puerto Rico or Province of Quebec. Certificates are based on double occupancy - 3rd and 4th guests are an additional cost. Certificates may be upgraded or applied to different sailings at time of redemption (recipient pays difference between certificate value and lowest fare at redemption time). Also, no money ever refunded if lower cost sailing. Certificates may not be redeemed by any travel partner - they can only be redeemed by calling the Redemption Desk at (888) 837-5676. Solstice Class Ships include: Celebrity Solstice®, Celebrity Eclipse®, Celebrity Equinox®, Celebrity Silhouette® and Celebrity Reflection® Such costs may include, but are not limited to all federal, state, local, or other government or quasi-governmental taxes and fees, fuel supplement charges, travel insurance, and items of a personal nature (i.e. shore excursions, passport fees, gratuities, alcoholic beverages, photographs, some entertainment, service fees, medical services, etc.). No guest under twenty-one (21) years of age will be booked in a stateroom unless accompanied by a person who is twenty-one (21) years or older. A parent or legal guardian must accompany all guests under the age of eighteen (18). Married couples who do not meet these age restrictions may, at Celebrity's discretion, be permitted to sail. Except where prohibited by applicable law, each winner and travel companion will be required to sign a liability and publicity release and/or Declaration of Compliance prior to traveling. Winner and travel companion must sign Celebrity's passenger ticket contract prior to being allowed to board the cruise. Prize may not be upgraded, and no substitutions by winner will be allowed. Sponsor reserves the right to substitute the prize for one of equal or greater value if the designated prize should become unavailable for any reason. As specified in these Official Rules, Winner must be able to travel on dates specified above. Failure to use such prize on such dates will result in Winner forfeiting this portion of the prize. Unused components of the prize have no redeemable cash value and no compensation will be made. Winners and guests are responsible for all travel documents (such as a passport and visa) required for travel. Sponsor is not responsible for flight postponement or cancellation. Winner and guest must travel at the same time on the same itinerary. Cruise prize issued in the form of a cruise certificate. Cruise redemption is

based on stateroom availability at time of booking. Cruise provided subject to the terms and conditions in Celebrity's guest ticket cruise contract, Complimentary Cruise Certificate, and applicable brochure. Release: By receipt of any prize, winners agree to release and hold harmless Sponsor, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.

16. For the name of the Winning Couple and/or Official Rules, send a self-addressed stamped envelope to: Times Square Alliance 1560 Broadway, Ste 800 New York, NY 10036 Attn: Events Dept/Times Square Surprise Proposal Contest. All requests must be received by February 1, 2015. Please note on the front left hand corner of your outer envelope whether you are requesting "Rules" or the name of the "Winners". Vermont and Washington residents may omit return postage if requesting a set of Official Rules. This Contest is sponsored by the Times Square District Management Association, Inc. D/B/A Times Square Alliance, 1560 Broadway, Ste 800, New York, NY 10036 and Frank Medina, Commercial Director, Celebrity Cruises, INC, 1080 Caribbean Way.