

TIMES SQUARE VOW RENEWAL 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 Vow Renewal Contest (the “Contest”) is to submit an original essay and participate in the Times Square Vow Renewal 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 essays must not exceed 250 words in length, must be submitted in English, and must answer the question: “Why do you and your significant other most deserve to win a trip to Aruba for a second honeymoon?”

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 the Contest as a married couple or partners in a civil union, domestic partnership, or reciprocal beneficiary relationship, or similar legally recognized formal relationship (each individual from a participating couple, an “Entrant” and each couple participating in the Contest together, a “Couple”); and
 - 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, Aruba Tourism Authority (as hereinafter defined “ATA”), 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 Wednesday, January 16, 2013 and end at 10:00 A.M. EST on Monday, February 11, 2013 (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 Thursday, February 14, 2013 from 6:00 P.M. EST until approximately 6:30 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 during the Online Entry Period and follow the instructions to complete and submit the online entry form. 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, Couples 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 essays answering the question "Why do you and your significant other most deserve to win a trip to Aruba for a second honeymoon?" will be judged by Alliance employees on the following basis: (i) uniqueness of story (75%) and (ii) inspiration (25%) (the "Judging Criteria").
- Essays must not exceed 250 words in length and must be submitted in English.

5. **Judging Panel and Winning Couple Selection:**

- On or about February 11, 2013, up to ten (10) Couples submitting the essays 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, 2013, 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, 2013 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 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 essay, 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) Prize Is Available To Be Awarded.** The Winning Couple shall receive a prize package (the "Prize"), consisting of:
 - One (1) Roundtrip Coach Class Travel Authorization Certificate for each Entrant that is part of the Winning Couple (each a "Travel Certificate") on an airline to be defined at the sole discretion of ATA from any city served by the aforementioned airline to Aruba. The approximate retail value ("ARV") of each Travel Certificate is \$750.00, for a total of \$1,500.00.
 - One (1) Hotel Certificate ("Hotel Certificate") which may be redeemed for a four (4) night hotel stay (single or double occupancy) in Aruba (the "Hotel"), and includes daily breakfast. The ARV of the Hotel Certificate is \$2,000.00.
- The total ARV of the Prize is \$3,500.00. 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.
- Arrangements for the redemption of the Travel Certificates must be made with the ATA and shall be subject to these Official Rules and all applicable terms and conditions set forth herein.
- Arrangements for the redemption of the Hotel Certificate must be made with the reservation office at the Hotel and shall be subject to these Official Rules and all applicable terms and conditions set forth herein.

- The Prize must be redeemed and all travel completed no later than February 14, 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:**
- Aruba Tourism Authority; 100 Plaza Drive, Secaucus, NJ, 07094 (“ATA”).
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) is not a married couple or partners in a civil union, domestic partnership, or reciprocal beneficiary relationship, or similar legally recognized formal relationship; (v) fails to agree to be bound by the terms and conditions of the Release Agreement; (vi); fails to return the any additional required waivers, publicity and liability releases and disclaimers (vii) fails to participate in the Event; and/or (viii) 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 ATA, 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, ATA, Hotel and Airline partners 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, ATA 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. **Travel Authorization Certificate Terms:** Each Travel Certificate may be used to purchase air travel from the airline partner to be selected at the sole discretion of ATA. Travel Certificates are redeemable for air travel sold and originating in the cities served by the airline partner selected at the sole discretion of ATA. Travel Certificates are not returnable or redeemable for cash, except where required by law. Lost, stolen or damaged Travel Certificates will not be replaced. Travel Certificates have no implied warranties and are not credit or debit cards. Travel Certificate redemption is based on availability at the time of reservation, and must adhere to applicable embargoed dates. Each Travel Certificate is valid from the date issued through February 14, 2014. Expiration date cannot be extended. Travel using Travel Certificates does not qualify for any rewards, credit or elite status at the airline partner to be selected at the sole discretion of ATA. ATA is not responsible for products or services offered by other participating companies. ATA is not liable for any expense incurred as a consequence of a flight cancellation or flight delay. ATA reserves the right to revise the Travel Certificate rules and conditions at any time without notice.
16. **Travel Terms:** Travel for the Winning Couple must take place prior to February 14, 2014. If the Winning Couple is unable to travel by this date, the Prize will be forfeited. Travel must originate and end at the airport nearest the Winning Couple's home that is served by the airline partner selected at the sole discretion of ATA. Travel is subject to availability and certain other restrictions, which are subject to change in the sole discretion of ATA. The Winning Couple must travel together on the same itinerary to Aruba, including the same departure date and return date.
17. **Hotel Certificate Terms:** The Hotel Certificate may be redeemed for a four night (4) complimentary stay at the Hotel (single or double occupancy) in Aruba. The Hotel Certificate is not returnable or redeemable for cash or credit, except where required by law. Lost and stolen or damaged Hotel Certificates will not be replaced. The Hotel Certificate will only be honored at the Hotel and is valid from February 14, 2013 to February 14, 2014. If the Winning Couple is unable to travel on the applicable dates, the Prize will be forfeited. Stay at the Hotel is subject to availability and certain other restrictions, which are subject to change in the sole discretion of ATA. The Winning Couple will be required to present a credit card

from upon arrival at the Hotel to guarantee the payment of incidental charges and any such incidental charges are the responsibility of the Winning Couple upon check out from the Hotel. In order to redeem the Hotel Certificate, advanced reservation is required with the reservation office at the partner Hotel selected at the sole discretion of ATA. 24-hour minimum notice is required for the cancellation or re-booking of any stay. Nights that remain unredeemed after February 14, 2014 will be considered renounced and the hotel portion of the prize will be forfeited. In the event that the Winning Couple books reservations, but fails to arrive at the Hotel, the Hotel Certificate will be considered completely redeemed and the hotel portion of the prize will be forfeited. Blackout dates are subject to change without notice.

18. 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: Marketing Dept/Times Square Vow Renewal Contest. All requests must be received by February 1, 2014. 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 Aruba Tourism Authority, 100 Plaza Drive, Secaucus, NJ, 07094.