

## **The Empire State Building and The Knot “Wedding with a View” Ultimate Wedding Contest**

**NO PURCHASE IS NECESSARY TO ENTER OR WIN THIS CONTEST. MAKING A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.**

### **Term:**

The Empire State Building and The Knot “Wedding with a View” Ultimate Wedding Contest (the “Contest”) entry period commences at 12:00pm Eastern Daylight Time on September 28, 2010 and ends at 5:00pm Eastern Daylight Time on October 25, 2010 (“Contest Entry Period”). The Contest is sponsored by The Knot, Inc., 462 Broadway, 6<sup>th</sup> Floor, New York, NY 10013 (hereinafter referred to as “Sponsor” or “The Knot”).

### **Eligibility:**

This Contest is open to any legal resident of the 50 United States, and the District of Columbia, 21 years or older as of date of entry. To be eligible to participate, you must have been engaged before the commencement of the Contest Entry Period. Employees of The Knot or Empire State Building Company L.L.C. (“Empire State Building”), any promotional companies or advertising agencies participating in the Contest and employees of their respective parents, subsidiaries and affiliates, any persons involved in the creation, development, or implementation of this Contest, and any other persons or entities directly associated with this Contest and any members of their immediate families or households are ineligible to participate. In addition, The Knot and Empire State Building reserve the right, but are not obligated, to disqualify or render ineligible any person or couple whom it determines, in their sole discretion, is sufficiently connected with the production, administration, casting, judging, or distribution of The Knot and/or Empire State Building such that his or her participation in the Contest could create the appearance of impropriety. Such decisions shall be final and are not subject to challenge or appeal. Entries for the Contest drawing must be received prior to the expiration of the Contest Entry Period. This Contest is void in Puerto Rico and the U.S. Virgin Islands and wherever prohibited or restricted by law, and is subject to all federal, state, and local laws and regulations. By submitting an entry form, entrants agree to abide by these Official Rules and all applicable federal, state, and local laws and regulations that govern contests.

Entrants being must also agree, among other things, to the following: (i) to have their wedding that will occur at the location(s) and on the date(s) indicated in the “Prizes/Value” section below; (ii) to undergo and authorize a background investigation conducted by Empire State Building and The Knot and agree to sign all documents necessary, and requested by Empire State Building and The Knot to enable Empire State Building and The Knot to conduct a background investigation, including, without limitation, enabling Empire State Building and The Knot to investigate, access and collect information about you and any of the statements made by you in your entry submission or otherwise; (iii) to be interviewed by telephone or in person (at a location designated by The Knot and Empire State Building) and/or to either appear in a videotape produced by Empire State Building or to submit a videotape and/or photograph (if requested by Empire State Building) in which the entrant couple appears; (iv) if selected as a winner, to agree to make yourself and your fiancé exclusively available to Empire State Building and The Knot for publicity and promotion, to travel to destination(s) of Empire State Building and The Knot’s choice at various dates and times designated by Empire State Building and The Knot (including for appearances in Empire State Building and The Knot), and to participate in various public appearances, activities, and/or competitions throughout and related to the process of the Contest; (v) to have a minimum of \$5,000 set aside as a wedding budget to cover any taxes and other costs associated with your wedding; (vi) to acknowledge that The Knot and Empire State Building have all rights, title and interest in and to all photos, images, footage, videos and other similar items taken in relation to the Contest for all media purposes (including without limitation, photographs of the prize wedding(s), which will be displayed on [www.theknot.com/empirestatebuilding](http://www.theknot.com/empirestatebuilding) beginning on or about February 21, 2010); and (vii) to accept choices made by The Knot (without input from the winners) as to significant elements of the wedding, such as the following: nature and length of ceremony, ceremony details and scheduling, and other elements to be furnished by and in the sole discretion of The Knot.

### **Prizes/Value:**

#### **Grand Prize:**

One (1) Grand Prize winner will receive one (1) reservation for a wedding ceremony for the winner and his or her fiancé in the East Gallery at the world-famous 86th floor Observatory of The Empire State Building on February 14, 2011 (approximate retail value (“ARV”): \$215, and the following subsequent travel package: one (1) four-day/three-night Luxury Included® stay for winner and one adult guest to Sandals Emerald Bay, Great Exuma, Bahamas (ARV: \$3,000), and roundtrip coach-class air transportation for winner and one guest on the airline selected by Sponsor in its sole discretion from any major airport in the Continental United States from which such airline selected by Sponsor flies (ARV: \$1,500). Total ARV of the Grand Prize: \$4,715. Actual retail value may vary based on travel dates and accommodations.

Grand Prize winner may invite up to 20 guests ] to the wedding ceremony in the Empire State Building.

Air transportation to the Bahamas is subject to blackout dates, availability and additional restrictions. Air transportation is provided by Bahamas Tourism Board and not Unique Vacations, Inc. Air transportation must be used in conjunction with the stay at Sandals Emerald Bay, Great Exuma, Bahamas. Air and other transportation to New York and/or the Empire State Building is not included. The stay at Sandals Emerald Bay, Great Exuma, Bahamas will include butler category accommodations, all meals, including gourmet dining, unlimited premium brand beverages, daily and nightly entertainment, all land and water sports, including scuba diving (for certified divers), snorkeling, gratuities, and transfers to and from the designated airport. Grand Prize is subject to space availability and blackout dates. One week prior to all major US holidays, during all major US holidays, and one week after all major US holidays are blacked out from

redeeming the Grand Prize. Other blackout dates and restrictions may apply. Reservations may be altered or withdrawn at Sandals Resort's discretion at any time without notice. Sandals Resorts is not responsible for errors or omissions. Guest of Grand Prize winner must travel at the same time and share a room with the winner. No additional persons allowed to stay in the same room as the winner and the guest expressly described above. Trip and travel insurance are not included. Grand Prize winner and guest must possess valid travel documents (i.e., valid photo ID, passport) in order to travel. Grand Prize winner and guest must be aged 21 or older and must execute a Release of Liability prior to travel. Grand Prize must be redeemed, and travel must occur, between February 21, 2011 and February 21, 2012. Extensions will not be permitted. Confirmation of travel dates will only be provided 30 days prior to the departure date. All expenses not specifically provided herein are the responsibility of the winner, including without limitation, telephone calls, Red Lane® Spa treatments and services, specialty dining, Island Routes tours & excursions, inter-island transportation, SCUBA certification courses, island departure taxes and purchases made at the Sandals Specialty Shops, which are not included.

#### **First Prizes:**

Thirteen (13) Runner-up winners will receive one (1) reservation for a wedding ceremony for the winner and his or her fiancé in the East Gallery at 61st floor of the Empire State Building on Monday, February 14, 2011. Each First Prize winner may invite up to 20 guests to the wedding ceremony in the Empire State Building. After the ceremony, Each First Prize winner and his or her guests (up to 20) will be invited to the 86<sup>th</sup> floor Observatory in the Empire State Building.

ARV of each First Prize reservation is \$215. Actual retail value of each First Prize may vary.

The prizes are not transferable or assignable, and cannot be redeemed for cash or other consideration, and no substitutions will be allowed except by Sponsor, which reserves the right to substitute prizes of equal or greater value or nature if advertised prize is not available. The dates and times of the reservations are subject to availability and change in the sole discretion of Sponsor and/or The Empire State Building, and restrictions apply. All expenses not specifically provided herein are the responsibility of the winners, including without limitation, expenses related to the wedding and ceremony, taxes, incidental charges, gratuities, and transportation. Each prize winner is responsible for compliance with all applicable federal, state, and/or local laws and regulations, including, without limitation, the payment of all applicable taxes.

#### **How to Enter:**

During the Contest Entry Period, you may enter the Contest by accessing the entry screen and fully completing the on-screen entry form, including your full first name, last name, fiancé's first name, fiancé's last name, address, city, state, zip, email, phone, and story (title story including: How did you meet? How did you get engaged? Why do you want to get married/renew your vows at the Empire State Building? And an image of you and your fiancé), all in accordance with the requirements set forth in the entry page, and transmitting the information to the Sponsor at [www.theknot.com/empirestatebuilding](http://www.theknot.com/empirestatebuilding) before 5:00 p.m. Eastern Daylight Time on October 25, 2010. Incomplete or late entries will be disqualified. Limit one entry per person/couple/email address. Entries must comply with file specifications on entry page and must be in English. Entries must be entrant's own original work and owned solely and exclusively by entrant, have not won a previous prize or award and have not been previously published, must not infringe on, misappropriate or otherwise violate any third-party rights (including but not limited to copyright, trademark, rights of publicity or privacy or any other proprietary right), and must be deemed suitable by The Knot. Entrant agrees to indemnify, defend and hold harmless The Knot, The Empire State Building, Unique Vacations, Inc., Bahamas Tourism Board, and each of their respective affiliates, and their respective shareholders, members, owners, officers, directors, employees and agents from any losses, damages, or expenses arising from or in connection with infringement, misappropriation or violation of any third party rights. Entries deemed lewd or offensive may be disqualified, in Sponsor's sole discretion. Entries that comply with format and suitability specifications may be acknowledged by e-mail, but remain subject to full eligibility determinations at the sole discretion of Sponsor. Normal Internet access and usage charges imposed by your online carrier apply. An entry that does not contain responses to the applicable survey questions will be deemed void and of no effect. An entry will be deemed to have been made by the "authorized account holder" of the email address utilized at the time the entry is made. For purposes herein, the "authorized account holder" refers to the person assigned to an email address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses. If an entrant is determined to have sent more than one entry submission, that entrant will be disqualified. Multiple entries submitted by a single person are void. No mechanically reproduced, software-generated or other automated multiple entries permitted. All entries will become the property of the Empire State Building and The Knot, and will not be returned. The Knot is not responsible for transmission and/or computer error. For the avoidance of doubt, acceptance of entries or submissions will not be deemed to waive any provisions of these contest rules, and the entrant may subsequently be disqualified.

Each entrant acknowledges and agrees that his/her entry submission and all related materials created in or arising out of such submission, and all right, title and interests in and to them shall be and hereby are, effective upon creation, assigned to and become the property of Sponsor. Without limiting the foregoing, The Knot will have the irrevocable, royalty-free, fully paid-up worldwide, perpetual right (and if necessary, license) to edit, re-edit, adapt, modify, reproduce, promote, distribute create derivative works and otherwise use the entry and related materials in any way it sees fit and in any form or media whether now or hereafter known or developed. Entrant hereby gives The Knot and its agents and assignees, full permission and authority to use, publish and display the submission, as well as entrant's (and any other person included in the submission) name, voice and photograph or other likeness for advertising or other related purposes in any media whether now or hereafter known or developed without additional compensation.

**Judging/Online Voting:**

All eligible entries will be judged by a panel of judges selected by The Knot and Empire State Building based on how compelling the personal story is, and the creativity and quality of the personal story and submitted photograph to determine the fourteen (14) finalists on or prior to November 1, 2010. In the event of a tie during the judges' phase of judging, tied entries will be rejudged based solely on how compelling the personal story is.

The fourteen (14) finalists' entries will then be displayed on [www.theknot.com/empirestatebuilding](http://www.theknot.com/empirestatebuilding) beginning on or about 12:00 a.m. Eastern Daylight Time on November 1, 2010 and ending on or about 11:59 p.m. Eastern Daylight Time on November 5, 2010 users can vote for their favorite couple. Users can vote here: [www.theknot.com/empirestatebuilding](http://www.theknot.com/empirestatebuilding). During such period, visitors to the site will have the opportunity to register and vote for his/her favorite entry from among the fourteen (14) finalists. Only one vote per day per entry, per account holder. The entrant who submitted the entry with the most votes will be the Grand Prize winner. The other thirteen (13) finalists (assuming compliance with the requirements described below) will be the First Prize winners. In the event of a tie during any online voting portion of the Contest, the panel of judges described above will make the final determination from among all tied finalists based on the criteria described above. Decisions of judges are final on all matters relating to Contest. The prize winners, and the winning entries, will be announced on or about November 9, 2010 at [www.theknot.com/empirestatebuilding](http://www.theknot.com/empirestatebuilding). Decisions of the Contest judges are final on all matters relating to Contest.

The finalists will be notified via email and/or phone on or around November 1, 2010 using the contact information provided on the winners' entry forms. Each entrant is responsible for the accuracy of the information included in his/her entry. Potential Prize winners will be required to sign and return an Affidavit of Eligibility, Liability Release, Copyright Release, Assignment of Rights and where legal, a Publicity Release within five (5) days of notification attempt. Noncompliance within this time period will result in disqualification and forfeiture of the prize, and Sponsor may, in its sole discretion, select an alternate finalist based on the judging criteria set forth above. If prize notification is returned as non-deliverable, potential winner will be disqualified and the prize forfeited, and Sponsor may, in its sole discretion, select an alternate finalist based on the judging criteria set forth above. The names of the winner of the Contest will be available by November 9, 2010 on [www.theknot.com/empirestatebuilding](http://www.theknot.com/empirestatebuilding).

**Caution:**

Any attempt by any person to deliberately damage any website or undermine legitimate operation of a Contest may constitute a violation of criminal and civil laws, and should such an attempt be made, Empire State Building and The Knot reserves the right to seek damages from and/or to prosecute any such person to the fullest extent permitted by law. Any such tampering also will result in ineligibility to win any prize in the Contest.

**Conditions:**

By participating in this Contest, entrants agree to be bound by these Official Rules and the decisions of The Knot, which are final in all matters relating to this Contest and acknowledge compliance with these Official Rules. Each entrant acknowledges that the Privacy Policy and Terms of Use found on the TheKnot.com website are hereby incorporated by reference and apply to the submission of entries pursuant to these Official Rules. By participating in this Contest, each entrant hereby agrees to The Knot's collection and usage of the entrant's personal information and acknowledges that entrant has read and accepted the above-referenced Privacy Policy and Terms of Use.

The Knot is in no way liable for any damage, loss, or injury resulting from computer malfunctions, misdirected or incomplete entries, or acceptance and use of a prize. Sponsor and its agents shall have no liability or responsibility for injuries, damages or liabilities caused or claimed to be caused by participation in the Contest or the use or misuse of a prize. The Knot reserves the right, in its sole discretion, to cancel, modify or suspend the Contest should virus, bugs, or other causes beyond the control of Sponsor corrupt the administration, security, fairness, integrity or proper play of the Contest and award the prizes from all eligible entries received prior to cancellation or suspension.

By entering this Contest, each entrant hereby voluntarily and irrevocably releases, holds harmless and agrees not to institute any claim against The Knot, the Empire State Building, Unique Vacations, Inc., Bahamas Tourism Board, or any of their respective affiliates, and their respective shareholders, members, owners, officers, directors, employees and agents from any losses, damages, or expenses from any and all injuries, losses or damages of any kind arising from or in connection with, either directly or indirectly, (1) the awarding, acceptance, receipt, possession, use and/or misuse of any prize awarded herein; and/or (2) participation in the Contest or any prize related activities.

Under no circumstances will any entrant be permitted to obtain awards for, and each entrant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, and entrant further waives all rights to have damages multiplied or increased.

By entering the Contest, entrants shall be deemed to have agreed to have their entry information made available to the Sponsor. The Contest is subject to these Official Rules. By entering the Contest, entrants and the winners agree to waive any right to claim any ambiguity, inequity or error in the Official Rules of the Contest, and/or of the Contest itself, and agree to be bound by these Official Rules and by all decisions of, and interpretations of these Official Rules by, the Contest judges, which in all respects shall be final and binding.

All rights reserved. Official Rules may be copied for personal use only and not for any commercial purpose whatsoever.

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, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES, SHALL GOVERN THE CONTEST. ENTRANTS WAIVE ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMIT TO THE JURISDICTION OF THOSE COURTS.

**Sponsor:**

The Knot, Inc., 462 Broadway, 6<sup>th</sup> Floor, New York, NY 10013.

**Administrator:**

The Knot, Inc., 462 Broadway, 6<sup>th</sup> Floor, New York, NY 10013.