

## **TRUMP RINK WEBSITE TERMS AND CONDITIONS**

PLEASE CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS (THE “TERMS AND CONDITIONS”) BEFORE UTILIZING THIS WEBSITE. These Terms and Conditions govern your use of this website, and, by using this website, you accept these Terms and Conditions in full. Please refrain from using this website, if you disagree with these Terms and Conditions or any part hereof.

### **Age Requirement**

You must be at least eighteen (18) years of age to use this website. By using this website and by agreeing to these Terms and Conditions, you hereby represent and warrant that you meet this minimum age requirement.

### **Purpose of the Website**

Wollman Rink Operations LLC (“Trump Rink”) has made this website available to visitors for informational purposes.

### **Use of the Website**

Unless otherwise set forth herein, Trump Rink owns the intellectual property rights in the material on this website and all such rights are hereby reserved.

You agree that your use of this website is intended for personal, non-commercial use. You may not use this website for any unlawful, fraudulent or harmful purpose.

### **Pricing**

Any prices listed on this website are subject to change without notice. Unless otherwise specified, the prices listed herein do not include any applicable taxes or fees. All prices are listed in US Dollars.

### **Privacy Policy/Third Party Websites**

Your use of this website constitutes acceptance of Trump Rink’s Privacy Policy, which is hereby incorporated by reference into these Terms and Conditions. Please see the Privacy Policy on this website for more information.

Please be advised that any third-party service provider with a webpage linked to this website should have its own privacy policy for review. Trump Rink makes no representations or warranties regarding such third-party websites.

### **Limitation of Liability / No warranties**

This website is provided “as is.” Trump Rink makes no representations or warranties in relation to this website or the information and materials provided herein. Trump Rink does not warrant that the information provided on this website is complete, accurate or non-misleading.

To the extent permitted by applicable law, in no event shall Trump Rink be liable for any indirect, incidental, consequential, special, reliance, punitive or enhanced damages of any kind or nature whatsoever (including but not limited to any loss of profits, lost savings, or business harm) arising out of or relating to these Terms and Conditions. TO THE FULLEST EXTENT PERMITTED BY LAW, TRUMP RINK EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY DAMAGE TO YOUR HARDWARE, INCLUDING WITHOUT LIMITATION, YOUR COMPUTER OR ANY OTHER DEVICE, AND/OR SOFTWARE USED TO ACCESS THIS WEBSITE, INCLUDING WITHOUT LIMITATION ANY HARM FROM VIRUSES, SPYWARE OR MALWARE.

### **Severability**

If any provision of these Terms and Conditions or the application thereof to any person or circumstance shall to any extent be held void, unenforceable or invalid, then the remainder of these Terms and Conditions or the application of such provision to persons or circumstances other than those as to which it is held void, unenforceable or invalid, shall not be affected hereby, and each provision of these Terms and Conditions shall be valid and enforced to the fullest extent permitted by law.

### **Miscellaneous**

- You agree that no failure or delay by Trump Rink in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
- Trump Rink reserves the right to modify these Terms and Conditions for time to time; therefore, please refer to this page for any revisions or updates.

- Trump Rink may assign its rights and obligations set forth herein in its sole discretion; however, you may not transfer any of your rights and obligations hereunder.
- These Terms and Conditions shall be governed by the laws of the State of New York, without regard to the conflicts of law principles thereof. All parties consent to the sole and exclusive personal jurisdiction and venue in the Federal and State courts in the City and County of New York, New York, and agree that all disputes or litigation regarding these Terms and Conditions shall be submitted to and determined by said courts, which have sole and exclusive jurisdiction. TO THE EXTENT PERMITTED BY LAW, EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM OF ANY TYPE AS TO ANY MATTER ARISING DIRECTLY OR INDIRECTLY OUT OF OR WITH RESPECT TO THESE TERMS AND CONDITIONS OR THE CONDUCT OF THE PARTIES AND AGREES THAT THE FOREGOING WAIVER IS BEING MADE KNOWINGLY, VOLUNTARILY AND INTENTIONALLY.
- These Terms and Conditions contain the entire agreement between the parties hereto concerning subject matter herein, and no modification of these Terms and Conditions or waiver of the terms and conditions hereof shall be binding upon the parties, unless approved in writing by each of the parties hereto.