

TERMS AND CONDITIONS OF ENTRY TO NOTTINGHAM RACECOURSE

Your Attention is drawn to Annex C, this included important Information and New Terms and Conditions that will apply during the Covid 19 Crisis.

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TERMS AND CONDITIONS OF ENTRY TO NOTTINGHAM RACECOURSE (ENTRY CONTRACT)

IMPORTANT - PLEASE READ

These terms and conditions of entry ("**Conditions**") apply to all persons entering the racecourse and grounds (**Attendee** or **you**) known as Nottingham Racecourse (the **Racecourse**). These Conditions are issued by Jockey Club Racecourses (the **Operator** or **we**). Acceptance of these Conditions will result in a legally binding contract between you and the Operator which include the terms of the licence which we have granted to you to enter the Racecourse.

DEFINITIONS

"Standard Racedays" (including festivals) - Days on which Thoroughbred racing run under the rules of racing is the main event focus where other activities are incidental

It is your responsibility to familiarise yourself with these Conditions.

These Conditions may also be referred to as Entry Contract.

- These Conditions apply to all persons entering the Racecourse. If you attend the Racecourse in any capacity other than as a private individual, you must also agree to a set of Special Conditions, which will apply in addition to the Conditions. The Special Conditions are available on the Nottingham Racecourse website.

If you do not understand or have any questions relating to these Conditions or any Special Conditions you should contact the Operator without delay for clarification.

Every Attendee entering the Racecourse shall be deemed to have accepted all The Rules of Racing and shall do so subject to The Rules of Racing published by the British Horseracing Authority from time to time.

Entry to the Racecourse shall be at our discretion. We reserve the right to refuse entry to or expel any person from the Racecourse in accordance with these Conditions.

The use of recording or communications equipment (e.g. cameras, video cameras, mobile phones, tablets and laptops) is strictly regulated by these Conditions. You must not use or make available any photograph, video footage or any other race data for commercial purposes (whether or not you receive payment in return). Please see Condition 10.

Our liability under these Conditions is limited. Please see Condition 14.

We reserve the right to search you and your belongings at any time whilst you are at the Racecourse. If you refuse a request to search you or your belongings, we might require you to leave the Racecourse.

You must not bring alcohol into the Racecourse, unless this is specifically permitted by the Operator. You can return the items to your car, or we will confiscate and dispose of any alcohol purchased off the premises that is not permitted by the Operator. Please see Condition 9.

The following Conditions apply to all Attendees.

1. The Effect of these Conditions and Variations

- 1.1 All Attendees who enter the Racecourse (including all surrounding land, car parks and other facilities which are under the ownership and/or control of the Operator) shall be deemed to have accepted these Conditions. Attendees are admitted to the Racecourse strictly subject to these Conditions. There are no exceptions.
- 1.2 Whilst these Conditions are intended to be comprehensive, Attendees are admitted to the Racecourse on the basis that they will comply with both the letter and the spirit of these Conditions.
- 1.3 All Attendees are permitted access to the Racecourse at our discretion and must conduct themselves on the Racecourse in accordance with all reasonable rules, requests and guidelines which we may publish and impose from time to time. We reserve the right to amend and supplement these Conditions by publishing additional and supplementary conditions and guidelines from time to time (**Variations**). Variations will be effective to vary these Conditions on such basis as we may stipulate and may be of permanent or temporary effect. We will take all reasonable steps to bring any Variations to your attention.

2. Badges, PASS Cards and Other Entitlements to Enter the Racecourse

- 2.1 Badges, Privileged Access Swipe System (**PASS**) Cards, tickets and other entitlements (each a 'Ticket' for the purposes of these conditions) to enter the Racecourse shall only be purchased or allocated by an authorised source approved by the Operator.
- 2.2 The contract for purchase of a ticket starts once the operator has confirmed the purchase and ends immediately after the completion of the event for which the ticket was purchased. All purchases are subject to payment card verification and other security checks and the transaction may be cancelled if it has not passed the operators verification process.
- 2.3 The attendee agrees not to obtain or attempt to obtain any tickets through unauthorised use of any robot, spider or other automated device or any other illegal or unauthorised activity. The Operator reserves the right to cancel any transaction which they reasonably suspect to have been made in breach of these provisions without any notice to you and any and all items purchased as part of such transaction will be void.
- 2.4 The Operator reserves the right to cancel bookings which we reasonably suspect to have been made fraudulently.
- 2.5 Purchases from the Operator may be subject to a "per item" handling fee and booking fee.
- 2.6 The price of tickets may vary as it is set according to demand at the time of purchase. You pay the price displayed on our website at the time you make your purchase but the price of similar tickets may increase or decrease after you have made your purchase. You will not be entitled to a refund if the price of tickets subsequently falls.

- 2.7 Whilst the operator tries to ensure that all prices on our website are accurate, errors may occur. If an error in the price of the item that is ordered is discovered, the operator we will inform you as soon as possible and give you the option of reconfirming the order at the correct price (and credit or debit your account as applicable) or cancelling the order. If the operator is unable to contact the purchaser, the order shall be treated as cancelled. If the purchaser chooses to cancel after you have already paid the incorrect price, you will receive a full refund from us.
- 2.8 Once a ticket is purchased the attendee is are not entitled to cancel the purchase.
- 2.9 Advertised start times of events are subject to change.
- 2.10 Badges and PASS Cards are non-transferable. All other Tickets shall not be:
- (a) transferred, sold or offered for sale:
 - (i) if prohibited by law;
 - (ii) to anyone under the age of 18; or
 - (iii) in the course of any business whatsoever;
 - (b) coupled or bundled with any other product or services or used for any commercial or promotional purpose whatsoever; or
 - (c) offered or obtained as a competition prize, without our consent (which may withhold in our absolute discretion).
- 2.11 Any Ticket obtained in breach of Condition 2.1 shall be void. Any person seeking to use a void Ticket may be refused entry to, or ejected from, the Racecourse without refund and may be subject to legal action.
- 2.12 All Tickets issued by the Operator or on its behalf shall remain the Operator's property at all times. The Operator reserves the right to require the immediate return of a Ticket at any time.
- 2.13 The Operator may retain records of any suspected misuse of Tickets or other documents or entitlements to enter the Racecourse and may share those records with other racecourses and/or the British Horseracing Authority.
- 2.14 These Conditions apply to all Attendees irrespective of whether or not an Attendee has paid for admission and whether or not an Attendee has been issued with a Ticket or other document or entitlement to enter the Racecourse.
- 2.15 These Conditions apply in addition to any other terms and conditions imposed on badge holders, PASS Card holders or other entitlement that may have been issued or granted. These Conditions shall apply in preference to any conflicting provisions in such other terms and conditions.
- 2.16 No refund shall be given in respect of any unused part of any Ticket (See Condition 16 – Abandonment).

2.17 Except for circumstances where we offer you refunds in accordance with clause 16 we regret that tickets cannot be exchanged or refunded after purchase.

2.18 You must show your Ticket to the Operator on demand. If you fail to bring your Ticket to a fixture, you will have to pay the full daily admission price for the relevant enclosure (if any) applicable on the day.

2.19 Attendees must ensure that badges are securely attached to their clothing on racedays and visible at all times whilst present at the Racecourse.

2.20 All customers of the Jockey Club will, on purchasing a ticket online or through our call centre automatically (and free of charge) be enrolled in, and have the credit/debit card which they used to purchase the ticket(s) registered with, our loyalty programme - Rewards4Racing. This will allow Jockey Club customers to accumulate Reward Points by using their registered card when purchasing tickets online or through the call centre with the Jockey Club as well as at a number of other high street and online retailers (full details are available at www.rewards4racing.com). We will only be able to add points to your Rewards4Racing account if your orders are paid for by credit or debit card.

Should a Jockey Club customer wish to opt out of Rewards4Racing, they may do so at any time by emailing Rewards4Racing at admin@rewards4racing.com. Full details of the Rewards4Racing loyalty programme and the benefits offered are available on the rewards4racing.com website.

Rewards4Racing is governed by its own set of Terms and Conditions which are available by visiting www.rewards4racing.com

2.21 Any persons being seen or suspected of purchasing tickets from an unauthorised source (Ticket Touts) will be refused entry into the racecourse.

3. **Lost or Stolen Badges and Tickets**

We accept no responsibility for lost or stolen tickets. We are not obliged to replace lost or stolen tickets or badges. If we decide to replace a lost or stolen ticket or badge we may charge a replacement fee to you.

4. **Access**

4.1 Permission to enter the Racecourse does not constitute guaranteed entry to the Racecourse, any particular area of the Racecourse or any Racecourse buildings or facilities. We reserve the right to refuse or condition access to areas of the Racecourse from time to time and on a temporary or permanent basis.

4.2 Unless we give specific permission, you are prohibited from entering the Weighing Room, the Stewards' Room, the Sampling Unit, the Racecourse Stables, the Judges' Box, the Winners' Enclosure, the Parade Ring, the Press Room, the Racecourse Data Collection Area,

stage performance area and any other areas marked private, 'officials only', or to which we may otherwise restrict access from time to time.

- 4.3 **Racedays** - Children under the age of 18 accompanied by a full paying adult will gain free admission. Children under 18 are not permitted entry unless accompanied by a responsible adult (over 18). You are responsible for each child that you bring onto the Racecourse and should ensure each child complies with these Conditions. Each accompanying adult (over 18) should be responsible for no more than three children under 16 years of age.

Children under twelve are not allowed to enter the Winners' Enclosure or the Parade Ring under any circumstances. Children aged between 12 and 16 must get permission from the Clerk of the Course or nominated person before entering the Winners' Enclosure or Parade Ring. They must be accompanied by an adult and must display the relevant badge issued by the Clerk of the Course.

- 4.4 Your Ticket may restrict access to certain areas of the Racecourse including the various enclosures. Where a Ticket restricts access to some or all enclosures, transfers between enclosures may be possible on a raceday. Transfers will be subject to application at the Upgrade Point.
- 4.5 No Ticket gives any Attendee any right to receive, use or exploit any racing data, audio, visual or audio-visual coverage of any race or fixture. All such rights are reserved. Any coverage or data made available at the Racecourse is made available for the personal use and consumption of Attendees only and redistribution to any person outside the Racecourse is strictly prohibited.

5. **Conduct of Attendees**

- 5.1 We reserve the right in our absolute discretion at any time and without prior notice to refuse admission to or expel and/or ban any Attendee who, in our opinion:
- (a) has breached or is likely to breach these Conditions;
 - (b) has or is likely to commit a criminal offence or otherwise do anything which is unlawful; and/or
 - (c) behaves or is likely to behave in an unacceptable or unruly manner or in a manner likely to cause offence to other Attendees or Racecourse staff,
- and, any ban we may impose may, at our option, relate to the Racecourse and/or any other racecourse in Great Britain and may be temporary or permanent.
- 5.2 You must follow the reasonable written and/or verbal instructions of safety stewards, other staff or officials and the police or other emergency services present at the Racecourse at all times failing to follow these instructions will result in expulsion from the premises without any refund.
- 5.3 In the interests of safety or to check for items you are prohibited from bringing onto the Racecourse, we may request to conduct personal body searches of Attendees and/or search their personal belongings.

We shall be entitled to refuse entry to or expel from the Racecourse any Attendee who refuses to comply with such a request.

- 5.4 The following items must not be brought onto the Racecourse: knives, corkscrews or sharp objects, weapons, 'hoax items or pyrotechnics including laser devices, rope, megaphones/sound systems or air horns, large flags/banners/selfie sticks, unidentifiable canisters e.g. smoke canisters or nitrous oxide, helium balloons, glass or ceramic bottles, dishes or glassware, alcohol, picnics or BBQ'S, professional filming or photographic equipment, or other article that might be used as a weapon and/or may in our reasonable opinion compromise the safety of any person or animal present at the Racecourse. We shall be entitled to refuse entry to or expel and/or ban from the Racecourse any Attendee with such items in their possession.
- 5.5 The following are prohibited on the Racecourse:
- (a) flags, banners and other articles and any behaviour which may distract or frighten the horses;
 - (b) unauthorised small unmanned aircraft, aerial systems or vehicles that have not been expressly authorised by the Operator in writing;
 - (c) any behaviour which may disrupt or impair the experience of other Attendees;
 - (d) climbing fences, stands or any other structures or buildings;
 - (e) throwing any object without lawful authority or excuse;
 - (f) obstruction of gangways, access ways, exits, entrances, stairways and similar places;
 - (g) damaging or defacing Racecourse property;
 - (h) smoking in any designated "No Smoking" areas; and
 - (i) any item which may be used for any marketing or promotional activity whatsoever which has not been expressly authorised by the Operator in writing.
 - (j) fancy dress into the Premier Enclosure
 - (k) offensive clothing and slogans on the clothing that would be deemed inappropriate to others of different sex, age, race, religious beliefs and political slogans.
 - (l) drugs – illegal substances.
 - (m) furniture in any form, camping stools, gazebos, fishing umbrellas and other forms of seating not provided by the racecourse.
- 5.6 Garden furniture and picnics are permitted in the Picnic lawn only. Alcohol is not permitted into the picnic lawn under any circumstances. Furniture, picnics and alcohol are not permitted to be taken into the Grandstand or Premier Enclosure at any time.
- 5.7 We reserve the right to designate any and all areas of the Racecourse as "No-Smoking" areas. The use of electronic cigarettes within buildings is not permitted.

5.8 From time to time we may close race track crossings for safety reasons. Attendees are prohibited from attempting to cross any closed crossing or attempting to cross the race track other than at an open crossing.

6. **Dress Code**

We may at our discretion implement a dress code for particular race days, for specific enclosures on race days and/or any other areas of the Racecourse where a particular dress code is required as specified in **Annex A**. All Attendees must comply with the dress code for each race day, for each enclosure and/or any other areas of the Racecourse where a dress code may be in force from time to time. We reserve the right to refuse an Attendee access to any area of the Racecourse where a dress code is in force with which the Attendee is not complying.

7. **Unauthorised Trading, Advertising, Leafleting and other Commercial or Promotional Activity**

7.1 Only those Attendees who have been given express prior permission by the Operator to trade, advertise, distribute leaflets or conduct any other commercial or promotional activities on the Racecourse may do so. Trading, advertising, leafleting and commercial or promotional activities by all other Attendees is strictly prohibited. This prohibition extends to and includes:

- (a) any unauthorised badge, ticket or racecard sellers or hawkers; and
- (b) any person directly or indirectly involved in the collation and/or distribution of any audio, visual, audio-visual coverage of or data relating to any race or fixture at the Racecourse or any other British racecourse which has not been expressly permitted in advance by the Operator.

7.2 We reserve the right to confiscate any equipment, stock or other materials in the possession of any Attendee whilst on the Racecourse who is, or whom we reasonably believe to be, involved in unauthorised trade, advertising, leaflet distribution or other commercial or promotional activities.

7.3 We reserve the right to take such legal action (including where appropriate obtaining injunctive and other relief) against or in respect of any person or entity that is in breach of this Condition 7, who has in the past breached this Condition 7 (or any equivalent prior provision) or whom we reasonably believe will breach this Condition 7.

7.4 If any unauthorised advertising or other sponsorship, promotional or marketing material is distributed to Attendees outside the Racecourse (for example, items of clothing) we reserve the right to refuse entry to any Attendee in possession of such material and to confiscate such material from Attendees within the Racecourse.

8. **Betting**

You shall not lay bets or otherwise conduct any betting or gaming business whilst on the Racecourse unless we give you written permission to do so.

You may place bets with those on-course bookmakers or other properly authorised betting businesses.

9. **Food and Drink**

9.1 You shall not take any food, drink, glass bottles or glasses onto any part of the Racecourse unless this is specifically permitted by the Operator. Anyone with special dietary requirements is advised to contact the racecourse beforehand to arrange a special dispensation on the ruling. A reasonable amount of food for young children under 5 years of age and babies is permitted into any enclosure.

9.2 Patrons are permitted to bring picnics into the Picnic lawn area only. Soft, drinks & juices are permitted but alcohol is not permitted to be brought into any enclosure within the racecourse (See Condition 5.4 for full list of items not permitted in the enclosure with a picnic).

9.3 All bottles/cartons including soft drinks must be sealed on entry to the premises. Unsealed bottles will be refused entry or swapped for a sealed bottle of water.

9.4 Picnics are not allowed to be consumed anywhere else in the Premier or Grandstand Enclosures.

9.5 Unbranded awnings, gazebos (maximum size 3m x 6m) or large fishing umbrellas may be used in the Picnic lawn area however they must be positioned well back from the running rail and tethered down securely. The racecourse reserves the right to request these items to be taken down or refused entry should they a safety threat i.e. in bad weather.

10. **Use of Camera, Video, Computer and Telecommunications Equipment**

YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION 10: Non-compliance with the following provisions will constitute a serious breach of these Conditions, as a result of which we shall have the right to cancel and withdraw any Ticket or other entitlements issued to you and eject you from the Racecourse. Use of cameras, video equipment, laptop and other computer equipment, mobile telephones and other telecommunications devices at the Racecourse is strictly controlled and limited. You are not permitted to make any commercial use of any audio/visual coverage, still images or data relating to racing or music performance at the Racecourse.

10.1 You shall not use any device or technology to capture, record, store, transmit or broadcast any data relating to any race, fixture or other race-related or music activity at the Racecourse, unless you are expressly permitted to do so by Condition 10.4.

10.2 In particular, you must not capture, record, store transmit (including live stream):

- (a) any pictures of horses preparing for a race – including pre-parade riding, Saddling Boxes and Parade Ring;
- (b) any pictures of jockeys preparing for a race – including Weighing Room and Parade Ring;

- (c) any race (either at the Racecourse or any other racecourse) – this includes either "live" or pictures from the on-course CCTV;
- (d) any data relating to any race (either at the Racecourse or any other racecourse) – e.g. odds, Going, colours and colour changes, jockey changes, results; or
- (e) any activities in integrity areas (i.e. areas with limited access to BHA Officials and designated staff at the Racecourse) – including Weighing Room, Judges Box, Stables and any area signed 'officials only';
- (f) any artist or music performance.

10.3 The list in Condition 10.2 is indicative of the types of activity prohibited by Condition 10.1 but that list is not exhaustive.

10.4 You may use mobile devices and point-and-shoot or compact cameras to capture images for your own private and domestic use (but you shall not use professional level cameras (a camera with a substantial detachable lens) or filming equipment). The following rules apply:

- (a) photography on the racing surface is strictly forbidden;
- (b) flash photography is strictly forbidden; and
- (c) you must not allow a third party to use such images for any commercial purpose and will notify the Operator immediately if you become aware of any unauthorised use of those images.

10.5 You agree that all copyright and other intellectual property rights in any unauthorised still, audio, visual, audio-visual coverage or other data shall be assigned to us on creation. If these Conditions are not sufficient to give effect to this assignment you will do all such things and execute all such documents as we may require to transfer ownership of those rights to the Operator.

10.6 Unless specifically permitted by these Conditions, you shall not use mobile telephones or any other communications device whilst on the Racecourse to communicate with anyone outside the Racecourse for the purpose of or in connection with any betting.

10.7 You may use mobile telephones or any other communications device whilst on Racecourse to connect to the Racecourse WI-FI that is generally made available to Attendees by the Operator, for the purpose of accessing, and making full use of, certain betting websites. The full list of betting websites that the Operator agrees to make available to Attendees through the Racecourse WI-FI from time to time will be listed on the webpage that Attendees will be automatically directed to when connecting to the WI-FI.

10.8 We reserve the right to confiscate any camera, video equipment, mobile telephone, radio and any telecommunications or other device (including computer similar equipment) and any media or device upon which any audio/visual content or data may be stored that is in your possession and delete any such content if we believe you have breached or are likely to breach this Condition 10.

10.9 Unless you are an accredited member of the media with permission sought through the Press Office before arrival, you are not allowed to use a 'professional' (a camera with a substantial detachable lens) camera on the Racecourse. Compact digital cameras and mobile phones however are acceptable photographic equipment and are acceptable to use on the Racecourse.

11. **Journalists, Publishing and Reporting**

You are not permitted to report on, broadcast or otherwise write any article about a race or fixture at the Racecourse unless authorised and accredited. You will need to enter into a supplementary agreement with the Operator if you wish to undertake any press or associated activities at the Racecourse.

12. **Media Coverage and recording for promotional purposes**

All Attendees (which for the purposes of this condition includes horses and Attendees with children) are reminded that many races and fixtures are given coverage on television, radio and in print and various other forms of media. By entering the Racecourse you accept (for yourself and on behalf of any horse or children in your care) that you/they may appear in such coverage, which may also include printed or electronic material used for the promotion of the Racecourse.

Accordingly, you shall have no right to object to, or demand any payment in respect of, your, your horse's or your children's inclusion in any such coverage whether produced by the Operator or by third parties authorised by the Operator. Furthermore by entering the Racecourse you consent (for yourself and on behalf of any children in your care) to the passing of still or moving images of you/them to third parties authorised by the Operator for the purposes of the production of printed or electronic material to be used solely for the promotion of the Racecourse.

You acknowledge that, on request, you will give any additional consents or waivers required for the unrestricted lawful use of any coverage (if any) without request for payment or imposing any other conditions.

13. **Dogs**

13.1 Dogs are not permitted in any enclosure except for those required for disabled assistance.

13.2 Where dogs are permitted they must be kept on leads at all times and must not be allowed to foul anywhere on the Racecourse.

13.3 To the extent we are legally able to do so, we reserve the right, if necessary, to force entry into a car to release animals which may be suffering.

14. **Loss or Damage**

14.1 Any property brought onto the Racecourse by an Attendee remains at all times at the entire risk of the Attendee. We will not be liable for any loss, injury or damage, howsoever caused, to any Attendee or their property ("**Loss**") except where and only to the extent that any such Loss is caused by our negligence or the negligence of our employees.

- 14.2 You must not leave any bags or other items of personal property unattended in the premises. Any personal possessions or other items (including without limitation clothing, wallets and mobile telephones), which are found in the premises, shall be retained by the premises for a period of 30 days following their discovery. During this period You may collect any item which belongs to You from the premises upon reasonable proof of identification and ownership. If, upon the expiry of 30 days from the date of its discovery, any item has not been collected by You, the operator reserves the right to dispose of any such items as it sees fit without any further liability to You (notwithstanding anything else in the Conditions). Where possible, any uncollected items will be donated to charity.
- 14.3 Attendees must accept that, by its very nature, attending race meetings is not without risk. Attendees must therefore remain vigilant and exercise a reasonable degree of caution and care for themselves and those around them at all times.
- 14.4 Subject to Conditions 14.5 and 14.6, we shall have no liability for any indirect or consequential loss, damage, costs or expenses, any loss of profits, loss of opportunity or loss of revenue whether foreseeable or not.
- 14.5 Nothing in these Conditions shall limit or exclude our liability in respect of death or personal injury caused by our negligence or fraudulent act or omission or for any other liability which cannot by law be excluded or limited.
- 14.6 Nothing in these Conditions shall affect the statutory rights of any Attendee attending the Racecourse as a consumer.
- 14.7 You are responsible for any damage you cause (or a child in your care causes) to the Racecourse, any fixtures and fittings or goods or equipment owned by or in the possession of the Operator at the Racecourse and for any damage caused to the property of any other person or business present at the Racecourse.

15. **Parking**

- 15.1 All vehicles parked or stored within the Racecourse and any land surrounding the Racecourse owned or controlled by the Operator are parked at the owners risk and the Operator accepts no responsibility for such vehicles.
- 15.2 All vehicles must be driven with the utmost care whilst on the Racecourse and all vehicle drivers must comply with all instructions of staff and other officials at the Racecourse. Vehicles must only be driven along routes and parked in areas specifically designated by the Operator. We reserve the right to require that any vehicle be moved, or to move any vehicle, if it is not parked in an area designated by the Operator or if it is otherwise obstructing the smooth operation of the Racecourse or represents a safety hazard.
- 15.3 Unbranded awnings and/or gazebos are permitted to be used in the car parks however the area for use is limited to your car parking space. Unattended awnings or gazebos will be disposed of if they are deemed unsafe. BBQ's are not permitted within the car park.

16. **Abandoned or Delayed Racing and Other Events Affecting Racing**

16.1 Race fixtures and races may be abandoned at any time by the Operator or in accordance with directions from the British Horseracing Authority and any successor body, the police or other emergency services. Fixtures and races may also be delayed or abandoned in other circumstances beyond our reasonable control.

16.2 In the event of any fixture being abandoned the refund policy is as set out in Annex B.

16.3 In the event that a refund is due to an Attendee pursuant to the Operator's refund policy, refunds cannot be made on racedays – see Annex B.

16.4 Save as set out in these Conditions, we will have no further liability in relation to any abandoned or delayed racing.

16.5 We give no guarantee that any race or race meeting will take place; nor do we give any representation or warranty concerning the nature or quality of any race or meeting which may be held at the Racecourse.

16.6 Save as provided above, we shall not be liable to any Attendee if and to the extent that any failure or omission by us results from any event beyond our reasonable control such as, but not limited to, war, acts of terrorism, civil disturbance, any order or act of a governmental or regulatory body, fire, flood, severe adverse weather conditions, labour dispute, lock-out, disease, epidemic or other circumstances concerning the healthcare or well-being of humans and/or animals.

16.7 It is responsibility of the Attendee to check whether a raceday has been cancelled or rescheduled and the date and time or any rescheduled race or raceday.

17. **Payment Terms**

Ticket prices are inclusive of VAT. The Operator reserves the right to charge VAT (or any other applicable tax or levy) on any other services supplied including sponsorship and corporate hospitality.

18. **Evacuations**

In the event of an emergency (bomb scare, fire hazard, etc.) all areas must be evacuated. Please listen to announcements over the public address system. Any emergency should be reported immediately to a member of staff at the Racecourse and/or the Racecourse Office.

19. **Enforcement**

No failure or delay to enforce our rights under these Conditions, should be construed as a waiver of the Operator's right to do so.

20. **Law**

These Conditions shall be governed by the laws of England and Wales. In the event of a dispute relating to these Conditions, any contract we have with you or any other claim you may have against the Operator (including in negligence) the courts of England and Wales shall have exclusive jurisdiction.

21. **Liability**

21.1 Personal arrangements including travel, accommodation or hospitality relating to the Event which have been arranged by you are at your own risk. We will not be liable to you for any loss of enjoyment or wasted expenditure.

21.2 Our liability to you in connection with the event (including, but not limited to, for any cancellation, rescheduling or material change to the event) and the Item you have purchased shall be limited to the price paid by you for the Item, including any per item service charge but excluding any per order handling fee

ANNEX A

STANDARD DRESS CODE DESCRIPTION

Premier Enclosure & Hospitality Areas

Ladies and gentlemen are encouraged to dress up smartly in the Premier Enclosure. Most gentlemen would choose to wear smart trousers, a shirt and formal shoes to complete the look. Ladies often opt for occasion wear, similar to that of a smart, casual wedding – any excuse to dress up!

Whilst jeans are rarely seen in the Premier Enclosure, they are permitted as long as they are dark denim and not ripped, torn or scruffy. Smart tailored shorts are acceptable in the warm weather.

The wearing of trainers, ripped, torn or light denim jeans, cargo shorts, t-shirts, fancy dress, sportswear or swimwear and unduly casual attire is **not** accepted as appropriate dress in the Premier Enclosure, or shared or private Hospitality.

Anyone wearing such items will be asked to move to other enclosures, where more casual dress is accepted by the majority.

Please note the dress code also applies to children aged 16 and above.

Grandstand Enclosure

In the Grandstand Enclosure the dress code is more relaxed; shorts and t-shirts are worn by racegoers enjoying the sun. The only common sense restrictions would be those of taste and appropriateness which would apply to all areas, for example regarding slogan t-shirts and swimwear. Bare chests are not acceptable.

Nottingham Racecourse reserves the right to vary the dress code at its discretion for specific enclosures on race days and / or any other areas of the Racecourse where a particular dress code is required.

Fancy Dress Policy

Fancy dress is permitted at Nottingham Racecourse on all days. However, fancy dress will not be permitted in the Premier Enclosure or if it is liable to cause offence to any other racegoers on religious, sexual, racial or political grounds. Nottingham Racecourse reserves the right to refuse entry to anyone deemed to

be dressed inappropriately. If your party is considering wearing fancy dress, and in order to avoid any disappointment on the day, we recommend that you call the racecourse on **0115 9580620**.

Please be aware that the above also relates to t-shirts carrying slogans that cause offence again on either religious, racial, sexual or political grounds to other racegoers.

In the event of one or all of your party being refused admission no refund will be offered.

ANNEX B

ABANDONMENT POLICY & REFUND PROCEDURE

RACECOURSE REGULATIONS AND NOTICES

The Operator may abandon racing:-

1. Where so directed by the BHA, the police or emergency services or their respective servants or agents; or
2. In any emergency or other exceptional circumstances beyond the reasonable control of the Operator.
3. In the event of any abandonment. Only the face value of the ticket will be refunded and the operator will not be liable for any further loss of money or expenses incurred.
4. The refund policy is only applicable to tickets purchased from our authorised sellers.
5. Refunds on tickets purchased will only be paid in the following circumstances:

Standard Racedays

- (a) Abandonment before completion of the first race - full refund.
- (b) Abandonment before completion of the third or feature race, whichever is later - 50% refund.
- (c) Abandonment thereafter - no refund

Refunds cannot be made on the day - to obtain a refund racegoers should follow the procedure below:

- (a) If tickets, badges or car park labels were purchased in advance via the ticket hotline, internet or post, an automatic refund will be made to the original payment method.
- (b) If tickets, badges or car park labels were purchased on site at Nottingham Racecourse, either in advance or on the day, in order to obtain a refund Attendees should send their Ticket by registered post with full customer contact details within 28 days of the race meeting to:

Nottingham Racecourse
Colwick Park
Nottingham
Nottinghamshire
NG2 4BE

Attendees are responsible for ensuring any ticket is returned. The operator shall not be able to process refunds which are not returned directly to the above office.

A refund will then be processed and returned to the customer accordingly.

(c) Hospitality clients should call 0115 9580620.

(d) Any queries should always be directed to the racecourse in the first instance.

If an event is cancelled, altered or postponed the operator will use reasonable endeavours to try to contact the attendee as soon as possible to inform them. However, it is the attendees' responsibility to check the website or onsite marketing regularly in the run up to an event to ascertain whether an event has been cancelled or re-scheduled and the date and time of any event or any rescheduled event. The operator shall not be in breach of the event ticket agreement by virtue of any cancellation, alteration or postponement.

The operator may make alterations to events which are not material in nature and so no refunds will be given. A material change is a change which, in the operators' reasonable opinion, significantly alters an event from its billing at the point of ticket purchase.

Annex C

IMPORTANT: PLEASE READ THESE TERMS CAREFULLY BEFORE YOU ATTEND ANY JOCKEY CLUB RACECOURSE OR ENTER INTO ANY NEW CONTRACT WITH JCR. THESE TERMS TELL YOU ABOUT IMPORTANT INFORMATION AND TERMS THAT WILL APPLY DURING THE COVID 19 CRISIS. IF YOU HAVE ANY CONCERNS OR QUESTIONS, PLEASE CONTACT YOUR APPLICABLE RACECOURSE

1. Application

- a. These Covid T&Cs shall apply to all events (whether racing related or not) that take place on any racecourse owned or operated by JCR after the Effective Date until further notice in writing from JCR.
- b. Where you are a party to an existing JCR Contract entered into prior to the Effective Date, then these Covid Terms shall be treated by the parties as a variation to such JCR Contract.
- c. If there is any inconsistency between any of these Covid T&Cs on the one hand and the terms of your JCR Contract(s) on the other then these Covid T&Cs shall prevail in preference to the terms of your JCR Contract.
- d. Unless explicitly varied by these Covid T&Cs, the terms of your JCR Contract(s) shall continue to apply in full.

2. Interpretation

In these Covid T&Cs references to the terms below shall have the following meaning:

"BHA" means the British Horseracing Authority.

"Code of Conduct" means the Supplementary Conditions - COVID-19 Code of Conduct which supplements the Terms and Conditions of Entry to all JCR racecourses, the current version of which is appended to these Covid Terms, as amended by JCR from time to time.

"Covid 19 Reason" means where the cancellation of a JCR Contract or abandonment of a race, race day or meeting is caused by any Legal Requirement or where JCR, in its absolute discretion, decides that the JCR Contract conference, event or race, race day or meeting either cannot be performed or run safely or is not economically viable.

"Effective Date" means 22nd June 2020

"JCR Contract" means any contract whatsoever you may have with JCR that governs the supply to you by JCR after the Effective Date of any racecourse entry, facilities, catering or other services whatsoever at any JCR racecourse whether related to racing or otherwise including, without limitation, any of the following contracts: the "General Terms and Conditions of Entry" to each racecourse, entry tickets, boxholder contracts, annual membership agreements and any contract for the provision of hospitality or other conferences or events.

"JCR" means Jockey Club Racecourses Limited (Company No: 02909409).

"Legal Requirements" shall mean laws, regulatory requirements, government order or any actions, recommendations, guidance, announcements or restrictions whether made by a government body, authority, public health organisation or other similar official body including the British Horseracing Authority and Public Health England.

"Long Term Contract" means any contract which entitles the contracting party as a minimum to entry into more than one race day or other multi day conference or event at a JCR racecourse.

"You", "Your" means any person who is a party to a JCR Contract.

3. Supplemental Terms

- a. **Cancellation during Covid 19 crisis.** JCR may, in its absolute discretion, end any JCR Contract at any time by writing to you (including by email or via our websites). JCR shall not be obliged to provide reasons for any such cancellation and save for providing a refund as set out below shall have no other liability or obligation whatsoever to you arising from any such cancellation.
- b. **Refund rights in event of cancellation by JCR where your JCR Contract is for a single day event.** In the event that JCR cancels a JCR Contract in accordance with clause 3 (a) above in respect of a single day event only then:
 - i. it shall provide a refund of any amounts which you have already paid in respect of the applicable JCR Contract less any applicable deduction set out in clause 3 (b) (ii);
 - ii. where the cancellation has been caused by a Covid 19 Reason, then JCR reserves the right to deduct from any such refund an amount equal to what JCR decides, in its absolute discretion, is your reasonable share of any unavoidable costs that JCR has to pay in connection with your JCR Contract or the related event;
 - iii. you shall not be obliged to pay any further amounts in respect of the applicable JCR Contract.
- c. **Refund rights for Long Term Contracts where there is a cancellation of part of a conference or event or an abandonment of a race, race day or meeting by JCR.**
 - i. JCR may, in its absolute discretion, cancel part of a conference or event or abandon any race, race day or race meeting at any time by writing to you (including by email). JCR shall not be obliged to provide reasons for any such cancellation or abandonment and, save for providing a refund as set out below, shall have no other liability or obligation whatsoever to you arising from any such cancellation or abandonment.
 - ii. Where the cancellation of part of a conference or event or the abandonment of any horse race, racing day or meeting by JCR is caused by a Covid 19 Reason then if you are a party to a Long Term Contract JCR shall pay a refund to you in accordance with clause 3 (c) (iii).
 - iii. JCR shall, in its absolute discretion, determine the refund due under clause 3 (c) (ii) taking into account the relative value of the race days

or part of the conference or event which has been cancelled or abandoned against the entire conference or event or, as applicable, all the race days available within the Long Term Contract and your reasonable share of any unavoidable costs that JCR has to pay in connection with the cancelled or abandoned event.

d. JCR's right to amend JCR Contracts.

- i. JCR may, in its absolute discretion, vary any space, facilities, the maximum allowed attendee numbers, any fees or charges or any other term specified in your JCR Contract to reflect changes in or to comply with any applicable Legal Requirements.
- ii. To the extent that any such variation shall cause an increase in the fees or charges payable under your JCR Contract (for example if a larger space is required to safely operate the event in accordance with the Legal Requirements) JCR will write to you to confirm this change ("Change Notice"). You may end this Agreement and request a refund of any fee or charges already paid by providing notice in writing to JCR within 7 days of the date of such Change Notice or if earlier by at least 5 days before the applicable event.
- iii. JCR shall be entitled to deduct from any such refund an amount equal to what JCR decides, in its absolute discretion, is your reasonable share of any unavoidable costs that JCR has to pay in connection with the cancellation of your JCR Contract or the related event.
- iv. IF YOU DO NOT END THE APPLICABLE JCR CONTRACT WITHIN THE TIME SPECIFIED IN CLAUSE 3 (d) (ii) THEN YOU SHALL BE DEEMED TO HAVE ACCEPTED THE CHANGES TO YOUR JCR CONTRACT (INCLUDING ANY INCREASED CHARGES) AS SET OUT IN THE CHANGE NOTICE.
- v. Your rights as set out in this clause 3 (d) shall constitute your sole remedy arising from any variation of your JCR Contract in accordance with this clause and JCR shall have no further liability to you whatsoever arising from any such changes.

e. Customer's right to Cancel

- i. This clause sets out your right to, as applicable, cancel all or part of a JCR Contract in the event that JCR has not exercised any of its rights to cancel or abandon all or part of your JCR Contract. If JCR does exercise any cancellation or abandonment right then this clause shall not apply.
- ii. If you or any other Critical Attendee (defined below) is unable to attend an event covered by your JCR Contract for a Valid Reason (defined below) then you shall be entitled by providing notice in writing to JCR (such notice to include reasonable evidence of the applicable Valid Reason) to elect to either:
 - i) cancel the applicable JCR Contract which involves a single day event only (excluding Long Term Contracts) in full and receive a full refund;
 - ii) where your JCR Contract involves a single day event only and you wish it to continue without the applicable Critical Attendee, to vary the JCR Contract to reduce the number of attendees and receive a partial refund, calculated on a pro rata basis by comparing the number of attendees who are unable to attend the event for a Valid Reason by the total number of persons in the contracted party; or
 - iii) where your JCR Contract is a Long Term Contract, to vary that Long Term Contract by the removal of a day(s) and receive a partial refund which will be calculated by JCR, in its absolute discretion, taking into account the relative value of the race day or part of the conference or event which has been removed against the entire conference or event or, as

- applicable, all the race days available within the Long Term Contract; or
- iv) instead of requesting a refund, move your booking to a later date or, where you are a party to a Long Term Contract, to vary that contract by replacing the day on which the Critical Attendee(s) cannot attend with an equivalent date in the future selected by JCR.
- iii. JCR may request you to provide further evidence of any applicable Valid Reason and reserves the right to reject any election made under this clause 3 (e) if JCR believes, acting reasonably, that insufficient evidence of a Valid Reason has been provided.
 - iv. For the purpose of this clause:
 - i) A "Critical Attendee" is either the party to the JCR Contract or, for Group Contracts, the person who is hosting the other attendees to the applicable event;
 - ii) A "Group Contract(s)" is any JCR Contract which provides for the entrance of more than one person to the applicable event.
 - iii) A "Valid Reason" means where you or another Critical Attendee either:
 - a. is incapacitated with Covid 19; or
 - b. have been told to shield or are self-isolating following applicable Legal Requirements.
- f. **Conditions of Entry.** JCR reserves the right to impose such new conditions of entry into its racecourses as it, in its absolute discretion, considers necessary to comply with Legal Requirements, for example JCR may at its discretion undertake health screening prior to your attendance at any racecourse. JCR shall use all reasonable endeavours to inform you of these conditions in advance and reserves the right, without penalty or liability, to refuse entry or to eject you from any racecourse if these conditions are not complied with.
- g. **Social distancing and other Legal Requirements.** It is your responsibility to, and to procure that any attendees that you have invited to any event at a JCR racecourse, act responsibly and in accordance with any Legal Requirements and the Code of Conduct. JCR shall not be liable in any way for any illness or loss whatsoever arising from your failure to comply with this obligation. JCR reserves the right, in its absolute discretion and without penalty or liability, to deny entry to or eject from the racecourse any person breaching such Legal Requirements or the Code of Conduct.
- h. **Your responsibilities.** Everyone attending JCR's racecourses has a duty to other event attendees and JCR's staff and contractors and it is your responsibility to ensure that you and, as applicable, your attendees do not attend any event at any JCR racecourse if at the time of the applicable event you or any attendee (or any member of your or their household or support bubble) are experiencing any Covid 19 symptoms as published by the government from time to time or have been told to self-isolate by the NHS test and trace programme or should not attend because of **Legal Requirements**
- i. **Behind closed doors racing.** JCR has the right to refuse entry to you at any event designated as "behind closed doors", unless you have been officially accredited by JCR to attend that event.
- j. **Restricted attendance numbers.** JCR has the right to refuse entry to you at any event where a capacity limit has been set by Legal Requirements and may at its absolute discretion define who can attend that event, if you are denied entry refunds would be calculated as set out in 3 (a) and 3 (b) above.

- k. **Restricted use of the racecourse facilities.** JCR has the right to refuse entry to designated areas or facilities which are closed or where a capacity limit has been set by Legal Requirements or the Code of Conduct.

4. Contact

If you have any questions about these Covid T&Cs please speak to your designated contact or email tandc@thejockeyclub.co.uk.

5 Code of Conduct

SCOPE OF THIS CODE OF CONDUCT

- The following Supplementary Conditions - COVID-19 Code of Conduct (this "**Code of Conduct**") supplements the Terms and Conditions of Entry to the Racecourse, including any applicable Special Conditions (the "**Entry Contract**").
- This Code of Conduct should be read in conjunction with the Entry Contract. However, if any provision in this Code of Conduct conflicts with a provision in the Entry Contract, this Code of Conduct shall take precedence and shall modify the Entry Contract to the extent necessary to give effect to the relevant provision of this Code of Conduct.
- Unless stated otherwise, any terms used in this Code of Conduct shall have the meanings given to them in the Entry Contract.
- This Code of Conduct will be continuously updated in accordance with current Government guidance. Until further notice, all Attendees should review this Code of Conduct each time they attend the Racecourse.

1 Code of Conduct

All Attendees who enter the Racecourse (including all surrounding land, car parks and other facilities which are under the ownership and/or control of the Operator) shall be deemed to have accepted, and agree to comply with, this Code of Conduct. Attendees are admitted to the Racecourse strictly subject to this Code of Conduct. There are no exceptions.

2 All Attendees

2.1 All Attendees who enter the Racecourse (including all surrounding land, car parks and other facilities which are under the ownership and/or control of the Operator) shall:

- comply with all current Government requirements and guidance regarding COVID-19;
- comply with any health checks required by the BHA and/or the Operator prior to being given access to the Racecourse;
- observe all social distancing protocols and wear any PPE (such as masks or other face coverings) in accordance with the Government or BHA guidance in place at the time;
- maintain personal hygiene including, but not limited to, by regularly washing their hands, using hand sanitiser, avoiding touching their face and observing coughing and tissue etiquette.

- only use any hand sanitiser, disinfectant wipes or other personal hygiene products made available at the Racecourse for the purpose for which they have been provided and shall not remove these from the locations in which they are provided;
- follow all racecourse signage and the instructions of staff, officials, the police or other emergency services present at the Racecourse at all times;
- only attempt to access those areas for which they are entitled under their Ticket; and
- comply with the Rules of Racing.

3 Attendees Entering the Racecourse other than as a Private Individual

3.1 In addition to complying with Section 2, all Attendees who enter the Racecourse (including all surrounding land, car parks and other facilities which are under the ownership and/or control of the Operator) in any capacity other than as a private individual, shall:

- a) comply with any training requirements required by the BHA and/or Operator prior to being given access to the Racecourse;
- b) use, in the correct manner, any PPE identified as appropriate to their role;
- c) wear required accreditation at all times;
- d) only attempt to access those areas of the Racecourse for which they are accredited and, in any event, the Attendee shall not enter any area of the Racecourse unless reasonably necessary for fulfilment of their role;
- e) follow the instructions of all members of the Racecourse Executive and BHA Officials (including but not limited to the COVID-19 Officers);
- f) maintain responsibility for disinfection of their own equipment in line with agreed procedures;
- g) comply with all changes to operating procedures relevant to their role; and
- h) leave the Racecourse immediately after the last race, or when the Attendee has completed their duties.

4 Breaches of this Code of Conduct

4.1 Any breach of this Code of Conduct will be reported to the Operator and the BHA Stewards. There will be a zero-tolerance approach to breaches of this Code of Conduct. In the event of any breach by an Attendee, in addition to any applicable sanctions set out in the Entry Contract:

- a) the Operator (with the full support of the Racecourse Managing Executive and BHA Stewards) may immediately remove the Attendee from the Racecourse, regardless of the Attendee's role or status;
- b) the BHA Stewards may take regulatory action against the Attendee in line with the powers available to them; and
- c) the Attendee acknowledges that they may be liable to sanction from their employer or any organisation that is responsible for them.

4.2 Any individual who is ejected from the Racecourse for breaching this Code of Conduct may be unable to attend a fixture at the Racecourse or any other racecourse until further notice.

SPECIAL TERMS AND CONDITIONS OF ENTRY TO NOTTINGHAM RACECOURSE
(INDUSTRY)

**ADDITIONAL TERMS AND CONDITIONS OF ENTRY TO NOTTINGHAM
RACECOURSE**

The following Special Conditions apply in addition to the Conditions to certain categories of Attendee. Most Attendees will not fall within any of the categories covered by the following Special Conditions. Attendees will only be required to comply with, and will only be entitled to any of the rights and privileges set out in, the following Special Conditions where specifically and expressly admitted to the Racecourse on the basis of one or more of the categories of Special Condition. An Attendee may, however, be admitted on the basis of more than one of the relevant categories. The provisions of these Special Conditions shall apply in preference to the relevant provisions of the Conditions. If a provision in these Special Conditions conflicts with a provision in the Conditions, these Special Conditions shall modify the Conditions solely to the extent necessary to give effect to the relevant Special Condition(s).

SPECIAL CONDITIONS A - PARTICIPANTS IN RACING

25. Scope of Special Conditions A

25.1 These Special Conditions A apply to all Attendees who are actually involved in racing at a particular fixture whether as racecourse officials including but not limited to British Horseracing Authority officials, racehorse owners, trainers, jockeys, medical professionals, veterinary or other animal care or welfare professionals, assistants to any of the foregoing, stable staff, drivers or other Attendees fulfilling comparable roles directly related to the business of racing on the relevant day (**Racing Professionals**).

25.2 These Special Conditions A apply whether or not a Racing Professional Attendee holds a badge, PASS Card or other entitlement to enter the Racecourse.

26. Applicable Conditions

26.1 Where your entry to the Racecourse is by PASS Card you must show your PASS Card at the PASS entrance to collect your day badge allocation, which is non-transferable.

26.2 Where appropriate, your PASS Card and/or badge will entitle you to access to the owners' and trainers' facilities at the Racecourse, the Parade Ring and the Winners' Enclosure. Racing Professionals will be granted access to the different areas of the Racecourse depending upon the role of the relevant Racing Professional, as we determine.

26.3 All Attendees (which for the purposes of this condition also includes horses) are reminded that many races and fixtures are given coverage on television, radio and in print and various other forms of media. By entering the Racecourse Attendees are accepting they and/or their horse(s) may appear in such coverage which may also include printed or electronic material used for the promotion of the Racecourse.

26.4 Accordingly, Attendees shall have no right to object to, or demand any payment in respect of, their and/or their horse(s) inclusion in any such coverage whether produced by the Executive or by third parties

authorised by the Executive. Furthermore by entering the Racecourse each Attendee consents to the passing of still or moving images of them to third parties authorised by the Executive for the purposes of the production of printed or electronic material to be used solely for the promotion of the Racecourse.

26.5 Each Attendee will give any additional consents or waivers required for the unrestricted lawful use of any coverage (if any) without request for payment or imposing any other conditions.

26.6. All Racing Professionals granted access to the Racecourse under these Special Conditions A must hold and maintain, or their employers must hold and maintain, comprehensive and adequate public liability insurance with a reputable insurer on industry standard terms to cover a reasonable level of liability for any claim for which they may become liable as a result of any loss or damage which they cause whilst present on the Racecourse. We reserve the right to refuse entry to, or to expel, any Attendee admitted under these Special Conditions A who does not produce satisfactory evidence of such insurance on demand or within such period as we may determine.

SPECIAL CONDITIONS B - MEDIA CONTRACTORS AND LICENSEES

27. Scope of Special Conditions B

27.1 We (and or our duly authorised agents and sub-licensees) may from time to time enter into agreements with third parties under which those third parties, their sub-contractors and licensees are permitted to enter the Racecourse for the purpose of producing still images or audio/visual/data coverage of races and fixtures and/or transmitting, broadcasting or otherwise distributing such coverage from the Racecourse (a **Third Party Media Agreement**). These Special Conditions B apply to all Attendees who are present on the Racecourse under the terms of a Third Party Media Agreement or for purpose(s) equal or similar to those permitted by a Third Party Media Agreement (**Media Attendees**).

27.2 These Special Conditions B apply whether or not a Media Attendee holds a badge, PASS Card or other entitlement to enter the Racecourse.

27.3 Subject to any special conditions that may be agreed in any Third Party Media Agreement or Racecourse accreditation all Media Attendees granted access to the Racecourse under these Special Conditions B must hold and maintain, or their employers must hold and maintain, comprehensive and adequate public liability insurance with a reputable insurer on industry standard terms to cover a reasonable level of liability for any claim for which they may become liable as a result of any loss or damage which they cause whilst present on the Racecourse. We reserve the right to refuse entry to, or to expel, any Media Attendee admitted under these Special Conditions B who does not produce satisfactory evidence of such insurance on demand or within such period as we may determine.

28. Your Rights

28.1 Ordinarily the rights which Attendees have to produce audio/visual/data coverage of races and fixtures is limited under Condition 10. However, where Media Attendees are present on the Racecourse under the terms of a Third Party Media Agreement it is

likely that the scope of the rights which the relevant third party enjoys in respect of, or to produce and exploit, audio/visual/data coverage of races and fixtures will be wider than that permitted under Condition 10.

28.2 To the extent that the rights granted under a Third Party Media Agreement are wider than the rights granted under the General Conditions, including (but not limited to) Condition 10, Media Attendees will be entitled to exercise and exploit those rights granted to the third party under the relevant Third Party Media Agreement.

28.3 Please note, however, that save where we have expressly agreed otherwise in writing the rights granted a third party under a Third Party Media Agreement will be personal to that third party. Accordingly, Media Attendees' rights to attend the Racecourse will be strictly as an employee or sub-contractor to the relevant third party and Media Attendees will not be entitled to exercise any rights to, or to produce and exploit, audio/visual/data coverage of races and fixtures on their own behalf or for any purpose other than that permitted under the relevant Third Party Media Agreement.

28.4 Media Attendees must comply with the terms of any applicable British Horseracing Authority Instructions which may be relevant to their activities on the Racecourse. Particular attention is drawn to BHA General Instructions 5.1 and 5.2(2) which are set out in the Annex to these Conditions.

29. **Third Party Media Agreements to Prevail**

If and to the extent that there is any conflict between these Conditions and the terms of any Third Party Media Agreement, the terms of the Third Party Media Agreement shall prevail.

SPECIAL CONDITIONS C - PHOTOGRAPHERS

30. **Scope of Special Conditions C**

30.1 These Special Conditions C apply to all Attendees who have been granted an express licence by the Executive and who hold badges or other entitlements to enter British racecourses allocated by or on behalf of the RCA to take photographs of races, fixtures and other activities on the racecourses (**Photographers' Accreditation**). At the time of publication of these Conditions this function is performed by the RCA/HWPA Press Liaison Committee but these Special Conditions C apply to any press badges allocated by this or any successor body empowered by the RCA to do so.

30.2 Only those persons who attend the Racecourse holding a valid and subsisting Photographers' Accreditation (**Authorised Photographers**) will be entitled to enter the Racecourse on the basis of these Special Conditions C.

30.3 Without prejudice to Condition 29.2, these Special Conditions C apply whether or not an Authorised Photographer holds a badge, PASS Card or other entitlement to enter the Racecourse.

31. **Special Conditions for Holders of Photographers' Accreditation**

31.1 In these Special Conditions C the following words and expressions shall have the following meanings:

- (a) **Internet** means the global network of computer systems using TCP/IP protocols known as the world wide web.
- (b) **Newspaper** and **News Magazine** mean, respectively, a newspaper or magazine published and distributed in printed paper format but specifically excluding any "one off", special or commemorative edition or supplement and newspaper or magazine based on a specific racecourse.
- (c) **Photograph** means any still visual image, or information capable of being converted into a still visual image, (whether such still visual image is in physical, negative or digital form or any other form of electronic storage of whatever nature and whether existing now or invented in the future) but shall specifically exclude any moving images, digital sequencing or audio in any form.
- (d) **Publish** means to use, reproduce, distribute, store or communicate to any person in any form (whether in hard or electronic copy, whether permanent or transient and whether existing now or invented in the future).

31.2 Authorised Photographers shall produce satisfactory evidence of their Photographer's Accreditation upon demand. We reserve the right to refuse entry to, or to expel, any Attendee who does not produce such evidence when asked to do so.

31.3 All Authorised Photographers granted access to the Racecourse under these Special Conditions C must hold and maintain, or their employers must hold and maintain, comprehensive and adequate public liability insurance with a reputable insurer on industry standard terms to cover a reasonable level of liability for any claim for which they may become liable as a result of any loss or damage which they cause whilst present on the Racecourse. We reserve the right to refuse entry to, or to expel, any Attendee admitted under these Special Conditions C who does not produce satisfactory evidence of such insurance on demand or within such period as we may determine.

31.4 Authorised Photographers must wear any form of identification issued by us to identify them as Authorised Photographers and will return any such identification upon request.

31.5 Save as we may expressly agree otherwise in writing from time to time, Authorised Photographers must not wear any form of branded clothing or otherwise participate in any promotional or other commercial activity on the Racecourse.

31.6 Authorised Photographers will not do any of those things prohibited by Condition 10 save as expressly permitted by these Special Conditions C.

31.7 Authorised Photographers will only Publish Photographs:

- (a) in a Newspaper or News Magazine or other relevant websites approved by the Executive in writing; or

- (b) as a reproduction on the Internet of an equivalent electronic version (operating under the same or a substantially similar title or brand name) of any Newspaper or News Magazine in which the Photograph is actually Published. A Photograph must only be made available on the Internet subject to terms which incorporate clear and legally binding provisions prohibiting:
 - (i) the reduction of any Photograph to hard copy form; and/or
 - (ii) the Publication of any Photograph except in order to enable it to be viewed on the relevant Internet website or service.

We acknowledge that Newspaper and News Magazine versions of a Photograph may be published at different times to Internet website versions of the same Photograph and that the different versions may therefore not be identical.

31.8 Authorised Photographers must comply with the terms of any applicable British Horseracing Authority Instructions which may be relevant to their activities on the Racecourse. Particular attention is drawn to BHA General Instructions 5.1 and 5.2(2) which are set out in the Annex to these Conditions.

31.9 Authorised Photographers may not attach cameras to any marker posts (including winning post and furlong markers).

SPECIAL CONDITIONS D - PRESS

32. Scope of Special Conditions D

32.1 These Special Conditions D apply to all Attendees who hold press accreditation from the Executive or press badges or other entitlements to enter British racecourses allocated by or on behalf of the RCA other than on-course bookmakers' representatives (**Press Accreditation**). At the time of publication of these Conditions this function is performed by the RCA/HWPA Press Liaison Committee but these Special Conditions D apply to any press badges allocated by this or any successor body empowered by the RCA to do so.

32.2 Only those persons who attend the Racecourse holding a valid and subsisting Press Accreditation (**Authorised Journalists**) will be entitled to enter the Racecourse on the basis of these Special Conditions D.

32.3 Without prejudice to Condition 31.2, these Special Conditions D apply whether or not an Authorised Press Attendee holds a badge, PASS Card or other entitlement to enter the Racecourse.

33. Special Conditions for Holders of Press Accreditation

33.1 In these Special Conditions D the following words and expressions shall have the following meanings:

- (a) **Article** means any composition or fixture report created at the Racecourse about a race or fixture or about any person involved in any race or fixture, whether for immediate, simultaneous or delayed publication or other distribution.

- (b) **Internet** means the global network of computer systems using TCP/IP protocols known as the world wide web.
- (c) **Mobile Text Service** means a service, whether free or pay, via which text only (that is, no audio/visual content whatsoever) versions of Articles are distributed using mobile telecommunications technologies such as GPRS and 3G to devices which are capable of two-way communications of data and voice and intended for use while the user is in motion.
- (d) **Newspaper** and **News Magazine** mean, respectively, a newspaper or magazine published and distributed in printed paper format but specifically excluding any "one off", special or commemorative edition or supplement and newspaper or magazine based on a specific racecourse.
- (e) **Publish** means to use, reproduce, distribute, store or communicate to any person in any form (whether in hard or electronic copy, whether permanent or transient and whether existing now or invented in the future).

33.2 Authorised Journalists shall produce satisfactory evidence of their Press Accreditation upon demand. We reserve the right to refuse entry to, or to expel, any Attendee who does not produce such evidence when asked to do so.

33.3 All Authorised Journalists granted access to the Racecourse under these Special Conditions D must hold and maintain, or their employers must hold and maintain, comprehensive and adequate public liability insurance with a reputable insurer on industry standard terms to cover a reasonable level of liability for any claim for which they may become liable as a result of any loss or damage which they cause whilst present on the Racecourse. We reserve the right to refuse entry to, or to expel, any Attendee admitted under these Special Conditions D who does not produce satisfactory evidence of such insurance on demand or within such period as we may determine.

33.4 Authorised Journalists must wear any form of identification issued by us to identify them as Authorised Journalists and will return any such identification upon request.

33.5 Save as we may expressly agree otherwise in writing from time to time, Authorised Journalists must not wear any form of branded clothing or otherwise participate in any promotional or other commercial activity on the Racecourse.

33.6 Authorised Journalists will not do any of those things prohibited by Condition 10 save as expressly permitted by these Special Conditions D.

33.7 Authorised Journalists will only Publish Articles:

- (a) in a Newspaper or News Magazine or other relevant websites approved by the Executive in writing; or
- (b) as a reproduction on the Internet or a Mobile Text Service of an equivalent electronic version (operating under the same or a substantially similar title or brand name) of any Newspaper or News Magazine in which the Article is actually Published. The

terms upon which any Article is made available on an Internet website or a Mobile Text Service must incorporate clear and legally binding provisions prohibiting:

- (i) the reduction of any Article to hard copy form; and/or
- (ii) the Publication of any Article except in order to enable it to be viewed on the relevant Internet website or Mobile Text Service.

We acknowledge that Newspaper and News Magazine versions of an Article may be published at different times to Internet website or Mobile Text Service versions of the same Article and that the different versions may therefore not be identical.

33.8 Authorised Journalists will not Publish

any statistics or other information for commercial exploitation as a data service (including but not limited to any of those items of racing data referred to in Conditions 10.1 and 10.2).

33.9 Authorised Journalists are not permitted to take photographs in any area that would otherwise require photographers accreditation, nor, live stream or make other audio/visual records of any race, fixture or other activity on any area of the Racecourse unless they have also been permitted access to the Racecourse as Authorised Photographers under Special Conditions C or are otherwise permitted to do so under the terms of a Third Party Media Agreement and Special Conditions B.

33.10 Authorised Journalists must comply with the terms of any applicable BHA General Instructions which may be relevant to their activities on the Racecourse. Particular attention is drawn to BHA Instructions 5.1 and 5.2(2) which are set out in the Annex to these Conditions.

33.11 Authorised Journalists can only use the Press Room or other press facilities when working. Only Authorised Journalists may enter the press room. No associates or family members may be brought into the Press Room.

SPECIAL CONDITIONS E - ON-COURSE BOOKMAKERS AND STAFF

34 Scope and Duration of Special Conditions E

34.1 These Special Conditions E apply to all Attendees who are involved in any bookmaking activities on the Racecourse. This includes Bookmakers (as defined in paragraph 30.6 below) and any person employed or engaged by a Bookmaker to assist in any way whatsoever with the carrying out of bookmaking activities on the Racecourse.

34.2 All references to 'Special Conditions E' shall include all and any policies and/or procedures referred to in them.

34.3 These Special Conditions E shall take effect on 1 September 2017.

34.4 We shall provide at least 3 months' notice of our intention to make any material change to these Special Conditions E and before making any such material change shall consult with the Bookmakers. Full details of any material change shall be made available via our Nominated Contractor's website not less than 2 weeks before such material change comes into effect.

34.5 Nothing in these Special Conditions E shall limit or restrict our ability to make and we shall be entitled to issue minor changes, supplementary rules and/or guidelines to Special Conditions E from time to time and such minor changes, supplementary rules and/or guidelines shall have immediate effect.

Bookmakers and Staff

34.6 The only Attendees who shall be permitted to accept or lay off bets on the Racecourse shall be:

30.6.1 the holders of a general betting operating licence; and

30.6.2 any person employed by the holder of a general betting operating licence under a written contract of employment and named on the general betting operating licence of their employer.

For the purposes of these Special Conditions E, this category of Attendees shall be known as **Bookmakers**.

Staff means any employee or other person engaged by a Bookmaker to provide or assist with the carrying out of bookmaking activities on behalf of the Bookmaker, but who does not accept or lay off bets.

34.7 These Special Conditions E apply to all Bookmakers and Staff whether or not they hold any other badge, PASS Card or other entitlement to enter the Racecourse.

IMPORTANT NOTE TO BOOKMAKERS

34.8 Nothing in these Special Conditions E:

30.8.1 shall require us to admit to the Racecourse any Bookmaker or Staff who has or in our reasonable opinion is likely to commit an offence, a breach of these Special Conditions E or behave in an unacceptable manner;

30.8.2 shall confer any tenancy or right to exclusive possession upon a Bookmaker of any part of the Racecourse (including the Existing Betting Ring) and possession of the Racecourse (including the Existing Betting Ring) is retained by us and a Bookmaker shall not be entitled to use any part of the Racecourse (including the Existing Betting Ring) to the exclusion of us or any others who are from time to time entitled.

Bookmakers Definitions

- 35.1 In these Special Conditions E the following words and expressions shall have the following meanings:
- 35.1.1 **Betting Area** means any area of the Racecourse that we have designated as a betting area or we otherwise make available to Bookmakers to carry out bookmaking activities from time to time;
- 35.1.2 **Betting Badge** means the admission ticket purchased by a Bookmaker on each raceday providing entry to the Racecourse;
- 35.1.3 **Betting Administration Fee** means the fee charged by us in respect of the administration and management of the Betting Areas;
- 35.1.4 **Betting Ring Manager** means our authorised representative or contractor responsible for ensuring the proper and orderly admission and conduct of Bookmakers and Staff in the Betting Areas;
- 35.1.5 **Bookmaker Number** means the maximum number of Bookmakers (one per position) who may enter a Betting Area on a raceday;
- 35.1.6 **Existing Betting Ring** means any Betting Area established and in use on or prior to 31 August 2007 and in relation to any temporary areas only for those fixtures authorised under a Certificate of Approval as at 31 August 2007.
- 35.1.7 **Identification Card** means a valid photographic identification card issued by our Nominated Contractor in accordance with such procedures as our Nominated Contractor may issue from time to time.
- 35.1.8 **Identification Papers** means:
- (a) either:
 - (i) a copy of the Bookmaker's general betting operating licence; or
 - (ii) in the case of an employee of a Bookmaker who wishes to accept bets, a copy of the employer's general betting operating licence or, in the case of a large scale operator, a staff identification card; or
 - (b) photographic identification being either a passport, new style driving licence incorporating a photograph; and
 - (c) if applicable to that Bookmaker, a Certificate of Discharge of liabilities (or equivalent exemption recognised by the Gambling Commission) from the Horserace Betting Levy Board or the appropriate issuing institution from time to time; and

(d) documentary evidence of public liability insurance with a reputable insurer on industry standard terms in such amount as we deem appropriate;

35.1.9 **New Betting Area** means any Betting Area established on or after 1 September 2007 which includes temporary areas for fixtures not authorised under a Certificate of Approval as at 31 August 2007.

35.1.10 **Nominated Contractor** means the contractor nominated by us from time to time to issue Identification Cards.

Admission to the Betting Areas

35.2 Bookmakers may only receive and take bets in those areas of the Racecourse that we have designated as Betting Areas. Any Bookmaker who takes or receives bets or whom we reasonably believe is likely to take or receive bets in any other part of the Racecourse without our prior approval shall be refused entry or ejected from the Racecourse (as appropriate).

35.3 Entry to any Betting Area at a Racecourse shall be limited to:

35.3.1 Bookmakers who have entered into a licence with the Executive or the Racecourse owner (as applicable);

35.3.2 Staff who have paid the admission fee. Metal admittance badges may not be used.

35.3.3 Bookmakers who have paid all applicable fees, including the admission fee and hold a valid Betting Badge (which must be displayed if required) for that race day. Metal admittance badges may not be used to obtain a reduction in the Betting Badge fee.

35.3.4 Bookmakers who make their Identification Card or Identification Papers available at the Badge Box for inspection on entry to the Racecourse;

35.3.5 Bookmakers who pay the Betting Administration Fee at the Badge Box; and

35.3.6 the Bookmaker Number for the relevant betting area on that particular race day.

35.4 Any Bookmaker shall be permitted to apply to the Nominated Contractor for an Identification Card in accordance with the Executive's procedures, as amended from time to time.

35.5 In addition to our rights to refuse entry to or remove any Attendee under the General Conditions, we reserve the right to refuse entry to or to remove:

35.5.1 any Bookmaker who fails to present or make available for inspection their Identification Card or Identification Papers when requested to do so by us, our officials or the Betting Ring Manager; or

35.5.2 any Bookmaker or Staff who has breached, or whom we, our officials or the Betting Ring Manager reasonably believe is likely to breach, any of these Special Conditions E in any other

way. This may include circumstances where a Bookmaker or Staff has been refused entry to, removed from or been subject to any other action by another racecourse because of a breach or likelihood of breach of Special Conditions E.

Conduct in the Betting Areas

- 35.6 All Bookmakers and Staff (where appropriate) granted access to the Racecourse under these Special Conditions E must:
- 35.6.1 hold and maintain comprehensive and adequate public liability insurance with a reputable insurer on industry standard terms to cover a reasonable level of liability for any claim for which they become liable as a result of any loss or damage which they cause whilst present on the Racecourse;
- 35.6.2 comply with:
- (a) The Rules of Racing;
 - (b) our instructions and the reasonable instructions given by our staff, our officials and the Betting Ring Manager;
 - (c) all applicable laws and regulations which may apply to on-course bookmaking from time to time and all guidelines and codes of conduct which may be issued pursuant to such laws and regulations;
 - (d) provide to the Executive all and any information as the Executive may request relating to the bookmaking activities carried out by or on behalf of the Bookmaker on the Racecourse within 14 days of such request.
- 35.6.3 not indulge in or be associated in any way with any practice that has, or might have, the effect of distorting artificially the betting market or starting price for any race whether by offering false prices on any horse or any other means.
- 35.7 In particular, all Bookmakers and Staff (where appropriate) must:
- 35.7.1 price up the odds on offer at least ten minutes before the scheduled time of a race on which he or she proposes to bet;
- 35.7.2 prominently display (i.e. this should not be obscured in any way and should be within the direct eye line of the customer) the place terms if betting each-way;
- 35.7.3 prominently display (i.e. this should not be obscured in any way and should be within the direct eye line of the customer) a fair exchange rate if accepting and/or paying out bets in differing currencies;
- 35.7.4 conduct bookmaking activities from a stand and equipment (including display boards) known as a joint that is compliant with the specification agreed by the RCA and NAB, ARB and RBA from time to time;

- 35.7.5 ensure that areas surrounding joints are kept free from clutter and, where appropriate, personal items are kept in or on the joint;
- 35.7.6 keep equipment used in the course of his or her business (including the joint and surrounding areas) in a clean, tidy and safe condition, free from clutter. All boxes not stored in the joint must be removed from the betting area at least thirty minutes before the scheduled time of the first race;
- 35.7.7 ensure that umbrellas used by the Bookmaker and his or her Staff are lowered at or before the start of any race and that umbrellas are kept lowered until the last horse racing has passed the winning post unless agreed otherwise by our official or nominated representative;
- 35.7.8 conduct his or herself and ensure that his or her Staff conduct themselves in a proper and seemly manner at all times and conduct business with customers and other authorised personnel in a polite and helpful manner; and
- 35.7.9 comply with and ensure that his or her Staff comply with any dress code in force on any particular raceday.
- 35.7.10 where accepting each-way bets, ensure the terms shall be or shall be better, i.e. more favourable to the customer, than:

- (a) for races with fewer than 3 runners – all to win;
- (b) for races with 3 or 4 runners – all to win. Where a bookmaker wishes to depart from this default position he may offer place terms for 3 or 4 runners this must be at 1/5 odds a place 1-2;
- (c) for races with 5-7 runners (inclusive) – 1/4 odds on place 1-2;
- (d) for races with 8 or more runners – 1/5 odds on place 1-2-3;
- (e) for handicap races with 12-15 runners (inclusive) – 1/4 odds on place 1-2-3;
- (f) for handicap races with 16-21 runners (inclusive) 1/5 odds on place 1-2-3-4; and
- (g) for handicap races with 22 or more runners – 1/4 odds on place 1-2-3-4,

and shall comply with Condition 2.7.2 above regarding the prominent display of terms.

- 35.8 No Bookmaker shall dismantle his or her joint or leave the Betting Area until ten minutes after the weighed-in signal has been given in respect of any race on which he or she has an unsettled cash claim in respect of any bet at any Meeting. If, following that period, the Bookmaker has an unsettled cash claim outstanding he or she shall leave with the Betting Ring Manager:

31.8.1 the amount due to the winning customer;

31.8.2 full details of the terms of the bet;

35.8.3 details of the receipt number.

35.9 Any betting dispute that a Bookmaker is unable to resolve must be notified to the Betting Ring Manager without delay.

35.10 Unless otherwise displayed prominently, all Bookmakers shall use Tattersalls Committee as their independent third party dispute resolution service.

Identification Cards

35.11 Neither the Executive nor any Nominated Contractor shall be under any obligation to issue an Identification Card to a Bookmaker who in the Executive's opinion fails to satisfy such criteria as either the Executive or our Nominated Contractor set out in its application procedures from time to time. The Executive and our Nominated Contractor may impose such conditions as we consider fair and reasonable. The Executive and our Nominated Contractor may require any application for an Identification Card to be accompanied by and/or require the holder of an Identification Card to provide within a reasonable period upon request:

35.11.1 evidence of the applicant's identity and compliance with section 92 Gambling Act 2005 which may include a general betting operating licence, passport, driving licence or such other documentation as the Executive deems appropriate;

35.11.2 a Certificate of Discharge of liabilities from the Horserace Betting Levy Board;

35.11.3 evidence of public liability insurance with a reputable insurer on industry standard terms in such amount as the Executive deems appropriate;

35.11.4 a fee to cover the administrative costs of processing the application and issuing the Identification Card;

35.11.5 any other information or documentation as the Executive considers necessary.

35.12 Identification Cards are non-transferrable and may not be sold, offered for sale or otherwise transferred to any person. Identification Cards remain the property of the Executive at all times and the Executive reserves the right to require the immediate return of Identification Cards.

35.13 If an Identification Card is lost or stolen the Bookmaker must notify our Nominated Contractor immediately of such loss or theft. Neither our Nominated Contractor nor the Executive have any obligation to automatically replace any lost or stolen Identification Card and may require the Bookmaker to submit a new application. If our Nominated Contractor or the Executive decides to replace a lost or stolen Identification Card it may charge a fee to do so.

35.14 The Bookmaker acknowledges and agrees that the Bookmaker is responsible for ensuring that it holds a valid general betting operating licence from the Gambling Commission authorising the Bookmaker's activities on the Racecourse.

35.15 Notwithstanding Special Condition 31.14, the Bookmaker shall promptly notify the Executive in writing upon becoming aware of any fact or event that affects the status of the Bookmaker's general betting operating licence. This would include a change to the corporate status of the Bookmaker (for example, converting from a partnership to a company, from a sole trader to a partnership or company, or vice versa). In addition, the bookmaker shall promptly notify the Executive in writing of a change to the Bookmaker's trading name or a change of the Bookmaker's trading address.

Breach of Special Conditions E

35.16 In addition to our rights to remove Attendees under the General Conditions of Entry, we reserve the right to remove from the Racecourse any Bookmaker or Staff who:

31.16.1 has or is likely to commit an offence;

31.16.2 has or is likely to commit a breach of these Special Conditions E;

31.16.3 behaves or is likely to behave in an unacceptable manner or unruly manner or in a manner likely to cause offence to other Attendees.

35.17 If the Executive removes a Bookmaker or member of Staff or becomes aware of any act by a Bookmaker or member of staff which gave the Executive a right to remove or refuse entry to a Bookmaker, we shall, at our sole discretion, decide whether any action shall be taken against the Bookmaker or member of Staff. Such action may include a restriction prohibiting the Bookmaker or member of Staff from entering the Racecourse and/or Betting Area either indefinitely or for such period of time as we deem appropriate.

35.18 Bookmakers shall be fully liable and responsible for the conduct and actions of their Staff. Any breach of the General Conditions or these Special Conditions E by any Staff engaged by a Bookmaker shall be treated and be liable to incur the same penalties as if it were a breach by the Bookmaker him or herself.

35.19 We shall not have any liability or responsibility for any loss, damage or any other harm suffered or incurred by any Bookmaker or Staff arising from the admission, non-admission or expulsion of any Bookmaker or Staff from the Racecourse or the Betting Area.

35.20 Any failure or delay by us, our officials or our Betting Ring Manager to insist upon strict observance of these Special Conditions E or to exercise our rights under these Special Conditions E or at law shall not be construed as a waiver of our rights and shall not prevent us from exercising any of our rights under these Special Conditions E.

SPECIAL CONDITIONS F - CONTRACTORS, TRADES AND EXHIBITORS

36 Scope of Special Conditions F

36.1.1 These Special Conditions F apply to all Attendees who are not permitted to enter the Racecourse under any of the other Special

Conditions but who have been permitted by the Executive to carry on a trade, advertise, distribute leaflets or conduct any other commercial or promotional activities on the Racecourse which would otherwise be prohibited by Condition 7.

36.1.2 Only those Attendees who have been granted express written permission by us to enter the Racecourse on the basis of these Special Conditions F (a **Commercial Authorisation**) shall be entitled to do so (**Authorised Commercial Attendees**). All Attendees wishing to obtain Commercial Authorisation must apply to us well in advance of the date of the fixture on which they wish to carry on a commercial or promotional activity. We shall be entitled to take a reasonable period to assess and respond to any such request and to negotiate and agree the terms of any Commercial Authorisation.

36.3 These Special Conditions F apply whether or not an Authorised Commercial Attendee holds a badge, PASS Card or other entitlement to enter the Racecourse.

37 Entitlement to Carry on a Trade, Advertise, Distribute Leaflets and Conduct other Commercial or Promotional Activities

37.1 We will grant all Commercial Authorisations in writing. Only written Commercial Authorisations will be valid and binding upon us.

37.2 All Authorised Commercial Attendees must produce satisfactory evidence of the Commercial Authorisation upon demand. We reserve the right to refuse entry to, or to expel, any Authorised Commercial Attendee who does not produce such evidence when asked to do so.

37.3 All Authorised Commercial Attendees granted access to the Racecourse under these Special Conditions F must hold and maintain, or their employers must hold and maintain, comprehensive and adequate public liability insurance with a reputable insurer on industry standard terms to cover a reasonable level of liability for any claim for which they may become liable as a result of any loss or damage which they cause whilst present on the Racecourse. We reserve the right to refuse entry to, or to expel, any Attendee admitted under these Special Conditions F who does not produce satisfactory evidence of such insurance on demand or within such period as we may determine.

37.4 Authorised Commercial Attendees must wear any form of identification issued by us to identify them as Authorised Commercial Attendees and will return any such identification upon request.

37.5 Authorised Commercial Attendees may only carry on the commercial activity expressly referred to in the relevant Commercial Authorisation and no other commercial activity. We reserve the right to limit the physical areas on the Racecourse where an Authorised Commercial Attendee may carry on commercial activity and to specify the times at which he or she may do so. We further reserve the right to make changes to the scope and other terms of any Commercial Authorisation where reasonably required for the smooth and safe operation of the Racecourse and to minimise disruption or annoyance to other Attendees.

- 37.6 Where we require Authorised Commercial Attendees to do so, you will demonstrate the trade and/or provide samples of the products, leaflets, advertising or other commercial or promotional materials you wish to distribute at the Racecourse. Where we grant a Commercial Authorisation to carry on a particular trade or distribute a particular product or material the relevant Authorised Commercial Attendee will ensure that the actual trade, product or material will conform with any demonstration or sample you have provided to us in advance. We shall be entitled to refuse entry to, or to expel, any Attendee where this requirement is not met.
- 37.7 All trades and other commercial or promotional activities carried on at the Racecourse on the terms of any Commercial Authorisation shall be carried on at the risk and liability of the relevant Authorised Commercial Attendee. We shall have no liability for any such trade, commercial or promotional activity. However, we shall be entitled to require an Authorised Commercial Attendee to reimburse us on an indemnity basis for any losses, liabilities, costs, claims or expenses we suffer or incur as a result of or in connection with any trade, commercial or promotional activity carried on by that Authorised Commercial Attendee.

ANNEX

BHA Instructions Relevant to Media

1. The attention of all Members of the Media is drawn to the BHA Instruction No. 5.2(2), namely:
 - 1.1 Photographers may not position themselves on the racing surface or on or above the take-off or landing side of a fence or hurdle and are to remain on the outside of any running rail

Note: For Jump Racing the surface is deemed as the course in use for the particular race (for example, the hurdles or chase course). This also includes any bypass of a hurdle or fence, whether it is in use or not. For Flat racing, all photographers must be behind a running rail.
 - 1.2 Photographers must not stand behind any wing of a fence or hurdle or protrude a camera through any part of a wing or stand between a double rail.
 - 1.3 No remote cameras are to be attached to any wing or a fence or hurdle
 - 1.4 No remote cameras are to be placed on the take-off side of a fence or hurdle, except in a ditch or behind or in the wing on the non-bypass side. Remote cameras may be positioned on the landing side of a fence (not hurdle) within and no further than six inches from the base of fence frame;
 - 1.5 Tripods and ladders must not be used before or for 30 yards after a fence or hurdle on the side of the rail marking the layby of that fence or hurdle. The top step/platform of the ladder must not be higher than the running rail;
 - 1.6 For Flat racing, ladders can only be used after the winning post (except in areas open to the public) and behind a double running rail or five yards back from a single running rail;

- 1.7 Photographers using a ladder must remain static on the ladder until all runners have gone past the site of the ladder;
- 1.8 Camera support spikes and mini-tripods may be used but must be behind the line of the running rail upright.
- 1.9 Photography inside the winners' enclosure is to be restricted to those who are authorised by the Racecourse Association or Managing Executive (unless other accreditation arrangements are in place);
- 1.10 Photography is not to take place in the saddling boxes or the parade ring except with permission from the Managing Executive.
- 1.11 Photography is not to take place in the Weighing Room, except with permission from the BHA. Photography is not to take place in the Official Racecourse Stables, except with prior permission from the BHA. Such permission will only be granted in exceptional circumstances. Permission will not be granted for requests made on the day of racing;
- 1.12 Flash photography of horses is not permitted. Flash photography may be allowed in specific areas or in adverse light conditions, with permission of the Racecourse Executive;
- 1.13 Photography of on-going medical or veterinary treatment is not permitted. Specific examples where photography is not considered acceptable, although the list is not exhaustive, include horses or riders undergoing treatment when screens have been erected, the interior of an ambulance when a patient is on board and inside designated treatment areas for both humans and equines.
2. Filming on the Racecourse is subject to contractual arrangements being in place prior to the raceday. Advance contact should be made with the racecourse managing executive to arrange the necessary accreditation.
3. The attention of all television and radio broadcasters is drawn to the BHA Instruction No. 5.1, namely:
 - 3.1 Filming or radio interviews are not to take place on racedays in the following designated integrity areas without the prior permission of The BHA:

Weighing Room complex (to include Weighing Room, Stewards' Room and Jockeys' Changing Rooms) However, if the Managing Executive agrees, a mini-camera with an effects microphone may be installed in the Weighing Room itself without permission of the BHA, providing that the Stipendiary Steward and the Clerk of the Scales are informed beforehand:

Sampling Unit

Racecourse Stables (once BHA's security provision is in force)

Judges' Box,

Stewards' Viewing Boxes

The Start.

- 3.2 If broadcasters wish to use any of these areas for filming etc., racecourses should refer broadcasters to the Communications and Promotions Department at BHA's Head Office (telephone no: 020 7152 0162), who will inform both the racecourse and the appropriate BHA Officials of the decision. Officials will not allow filming to take place in designated integrity areas unless authorised beforehand by the PR Department. If an urgent situation requires it, this authority may be obtained on the day by telephone;
- 3.3 The sitting of television cameras and the activities of broadcasters in all other areas of the Racecourse are matters to be decided by the managing executive, who must always take into account safety, the smooth running of the meeting and ensure compliance with the requirements of paragraphs 3.5 - 3.12 (shown below).
- 3.4 If BHA Officials consider that the activities of television crews in these areas are a threat to safety, the smooth running of the meeting or contravene paragraphs 3.5-3.12 below they will immediately inform the managing executive who will deal with the situation without delay in line with the requirements in paragraph 3.3

Such activities would include:

Distracting horses or riders whilst racing or on the way to the start

Prejudicing safety in the Parade Ring, Winners Enclosure or between these areas and the racecourse

Holding up jockeys before the start of a race, or delaying them unduly from returning to weigh in

Note: These examples are not exhaustive, and other circumstance may pose a threat to safety or the smooth running of the meeting.

- 3.5 The proposal to introduce any new type of tracking camera must first be cleared for safety by television companies with the BHA Racing Department.
- 3.6 Also in the interests of safety, tracking cameras must travel no less than ten yards from the side of the course or, if this is impossible no less than 50 yards in front of the leading horse. Vehicles carrying these cameras must be careful to avoid rapid acceleration or deceleration.
- 3.7 Any mobile camera designed to be carried by horse or rider must be authorised by the BHA. A protocol for its use will then be developed by the BHA with racing's associations and the television companies.
- 3.8 Cameras at the start are not to be placed in such position that they will upset the horses or impede the starting procedures.
- 3.9 If cameras are positioned at the winning line, they must be sited so as not to interfere in any way with the photofinish mirror or the integrity cameras. They must also not be attached to either the winning post or any marker post. Where facilities for cameras are limited, the integrity cameras must be given priority.
- 3.10 Broadcast cameras must not restrict the view of the Racecourse Stewards, BHA Officials or integrity cameras.

- 3.11 The siting of any cameras which encroach onto the track (for example overhead or in a fence etc) is to be agreed beforehand with the Inspector of Courses and the Racecourse Department.
- 3.12 Filming of ongoing medical or veterinary treatment is not permitted. Specific examples where filming is not considered acceptable, although the list is not exhaustive, include horses or riders undergoing treatment when screens have been erected, the interior of an ambulance when a patient is on board, and inside designated treatment areas for both humans and equines without prior permission from the Communications Department.

