



## Racemaker Volunteer Terms & Conditions and Privacy Notification

### Terms and Conditions

By clicking “submit application”, and by acting as a volunteer, the Volunteer is deemed to have read and agreed to these terms and conditions and the privacy notification, as set out below.

The following definitions apply in this document.

JCR	Means The Jockey Club Racecourses Limited whose registered office is at 75 High Holborn, London, WC1V 6LS.
The Cazoo Derby 2022	Means The Derby which is taking place at Epsom Racecourse on 3 <sup>rd</sup> and 4 <sup>th</sup> June 2022, including all related official events which shall include those in the hospitality areas (fixed and temporary facilities) and other enclosures, welcome events, press conferences and media events organised by JCR in connection with it, and any other events deemed by JCR as official Derby events.
Volunteer	Means the person who has applied to participate in The Cazoo Derby 2022 Racemaker volunteer programme.

1. The Volunteer confirms that they wish to voluntarily offer their time and services to JCR for The Cazoo Derby 2022.
2. The Volunteer agrees to perform their assigned role during the hours communicated by JCR. Furthermore, the Volunteer agrees that JCR may change the assigned role and hours at any time.
3. The Volunteer confirms that they have all necessary authorisations, consents, permissions and licences to act as a Volunteer and to perform their role at JCR.
4. The Volunteer can express their preference to be assigned to a particular area. Nevertheless, the Volunteer agrees that JCR has the right to allocate the Volunteer in any sector or domain, and to ask the Volunteer to undertake any required task in relation to The Cazoo Derby 2022, as JCR may require. While on duty, the Volunteer shall serve in the area or role assigned to them in accordance with all directions, instructions and rules provided by JCR or their agents, including regarding the wearing of any uniform provided by JCR.
5. The Volunteer hours shall be set out in individual duty plans that shall be communicated to the Volunteer. For the success of The Cazoo Derby 2022, it is important that all Volunteers are dedicated to their role and the hours they have committed to. In the event that the Volunteer is unable to perform their duties, they will advise their respective team leader thereof as soon as possible.



6. The Volunteer confirms that these Volunteer Terms & Conditions, and the Volunteer's contribution to the organisation of The Cazoo Derby 2022, are not intended to create any employment relationship now or at any time in the future and that at no stage will the Volunteer be, or deemed to be an employee or worker of JCR.
7. The Volunteer agrees that they are not entitled to any compensation or salary from JCR for providing their time and/or services and performing their role. The performance of their duties does not automatically entitle them to view the races of The Cazoo Derby 2022. Unless agreed in advance and in writing with JCR, the Volunteer shall be responsible for their own expenses and costs and JCR shall have no obligation to reimburse the Volunteer for any such expenses and/or costs and accepts no liability in connection therewith.
8. JCR will provide a group accident insurance and/or a liability insurance for cases of personal injury caused by accident during the performance of their functions. The Volunteer confirms that they are not entitled to any other claim for insurance or other cover from JCR in relation to their participation as a Volunteer.
9. The Volunteer confirms to strictly observe the strictest level of confidentiality towards JCR regarding any information or facts that they come into contact with or receives which may concern JCR and/or the organisation of the The Cazoo Derby 2022 and agrees not to disclose to any third party any such information or facts nor use them in any way other than for the purposes of fulfilling their role. In particular, the Volunteer acknowledges and accepts to treat all information, personal data or facts with the utmost discretion and shall not publish them on any social media, sharing, remote cloud storage and/or similar web services of any kind (e.g. Dropbox, Facebook, etc.). This duty of confidentiality shall continue to apply notwithstanding the expiry or termination of the Volunteer's participation in The Cazoo Derby 2022.
10. When fulfilling their role, the Volunteer confirms that they will adhere to all of JCR's policies and procedures, circulars and announcements as may be currently applicable to its staff and as relevant to the Volunteer's role (including but not limited to accreditation, safety and security procedures, use of communications equipment and commercial restrictions, as well as any JCR communication policy including social media guidelines, etc.).
11. The Volunteer agrees that whilst undertaking their role at The Cazoo Derby 2022 they may be photographed, filmed and recorded by any available method for recording images and sound and that such recordings and other reproductions may be used and/or exploited in whole or in part by JCR (and its licensees and/or assignees) for whatever purpose by any and all means via any and all current and/or future media throughout the world in perpetuity and without restriction. Furthermore, the Volunteer consents and grants to JCR (and its licensees and/or assignees) all permissions, consents and waivers necessary to enable JCR (and its licensees and/or assignees) to use, exploit, license and/or sub-license their appearance and/or voice as embodied in any such recordings and/or other reproductions in any manner and in any and all current and/or future media throughout the world in perpetuity and without restriction (including the waiver of any and all image, personality, appearance or similar rights under any applicable laws). The Volunteer agrees that they shall not assert any claim to use, sell or exploit any of the rights granted to JCR (and its licensees and/or assignees) pursuant to this clause for any reason whatsoever. The Volunteer acknowledges and confirms that JCR (and its licensees and/or assignees) shall be entitled, itself or using third parties, to edit, copy, add to, take from or adapt the recordings and/or



other reproductions of their appearance and/or voice as embodied any such recordings and/or other reproductions in connection with the presentation of The Cazoo Derby 2022 as JCR (and its licensees and/or assignees) sees fit.

12. The Volunteer confirms that they shall not engage (either by themselves or through any third party) in any marketing, advertising, trading, promotional or any other activities that may create an association (corporate, commercial, sponsorship, endorsement or otherwise) between the Volunteer or a third party with The Cazoo Derby 2022 without the prior written approval of JCR. The Volunteer agrees to undertake any step, act or task, upon reasonable instruction by JCR, to bring to an end any form of marketing, advertising, trading or promotional activity that may breach this term.
13. The Volunteer confirms that they will not use any marks, including but not limited to trade or service marks, word marks, logos, or other, where such marks (a) belong to JCR (b) are confusingly similar to such JCR marks, or (c) take advantage or damage the distinctiveness or reputation of such JCR marks, and will not make any references, direct and/or indirect, to JCR or any of JCR's events and/or activities, unless the prior written approval of JCR has been obtained.
14. The Volunteer confirms that they will not record, use and/or transmit any sound, image and/or description of the event, including any musical performances, without the prior approval of JCR. Furthermore, the Volunteer agrees that they will not approach any jockeys, owners, trainers or VIPs to take pictures with, unless expressly authorised by JCR, and will strictly adhere to any social media guidelines communicated by JCR.
15. The Volunteer agrees that they will not sell nor attempt to sell any items that they receive from JCR, including those items the Volunteer receives as part of any uniform. The Volunteer also agrees that they will not wear or otherwise display the logo, symbol, trade mark, brand name or copyright work of a third party whilst wearing the uniform supplied to the Volunteer by JCR where such display would amount to advertising or promotion of the third party without the explicit consent of JCR.
16. JCR and the Volunteer acknowledge and agree that either JCR or the Volunteer may terminate the Volunteer's participation in The Cazoo Derby 2022 at any time with immediate effect, however each party shall endeavour to provide the other party with reasonable notice of any such termination.
17. Upon termination of the Volunteer's participation in The Cazoo Derby 2022, the Volunteer confirms that they will return to JCR any and all documents and/or materials received for the purposes of performing their role. The only exception to this may be any uniform which may be provided to the Volunteer, which shall be advised to the Volunteer on a case by case basis.
18. The Volunteer acknowledges and agrees that JCR may change these terms at any time. The Volunteer shall be notified of any and all changes via email as per the address provided during their application.

### **Privacy Notification**

1. You are agreeing to provide personal data to JCR via the volunteer portal.



2. Your personal data will be processed by JCR for the purposes of performing the initial review of applications, coordinating the volunteer selection process, sending communications to you, and managing the The Cazoo Derby 2022 Racemaker Volunteer programme.
3. Your data will be retained until 30 November 2022.
4. You further acknowledge that certain personal data will be processed and/or transferred to any third party appointed by JCR, to assist in the organisation of The Cazoo Derby 2022, including, without limitation, for the purpose of processing any volunteer applications, any application for accreditation, issuing the accreditation and carrying out any access check procedure or other necessary screening.
5. If your application to be a Volunteer is successful, your personal data may be shared with local or national authorities, and any third party appointed by JCR, for the purpose of background and criminal record checks for safety and security purposes.
6. You understand and acknowledge that your personal data is being collected and processed by JCR in accordance with the Volunteer Terms and Conditions, this privacy notification and The Jockey Club's Privacy Policy <https://www.thejockeyclub.co.uk/privacy>.
7. If you need to access, update or delete your personal data or have any questions in relation thereto, please contact us at: [DPO@thejockeyclub.co.uk](mailto:DPO@thejockeyclub.co.uk).