

# **TERMS AND CONDITIONS OF ENTRY TO YORK RACECOURSE**

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## TERMS AND CONDITIONS OF ENTRY TO YORK RACECOURSE

### IMPORTANT - PLEASE READ

- These Conditions apply to all persons (**Attendees/you**) entering the racecourse and grounds known as York Racecourse (the **Racecourse**). These Conditions are issued by York Racecourse Knavesmire LLP (the **Executive/Operator/we/us**). Acceptance of these Conditions will result in a legally binding contract between you the Operator which include the terms of the licence which we have granted to you to enter the Racecourse.
- **It is your responsibility to familiarise yourself with these Conditions.**
- These Terms and Conditions of Entry may be referred to as an Entry Contract.
- These Terms and Conditions of Entry (these **Conditions**) consist of the general conditions set out in Part I (**General Conditions**) and the special conditions set out in Part II (**Special Conditions**).
- The General Conditions apply to all Attendees. Unless an Attendee informs the Executive that permission to enter the Racecourse under one of the categories of Special Condition is required, all Attendees will be admitted on the terms of the General Conditions only. To obtain permission to enter the Racecourse under one or more of the categories of Special Condition an entrant must make a specific request to the Executive. A person will only be regarded as entitled to enter the Racecourse under one or more of the categories of Special Condition where expressly and specifically granted the right to do so by the Executive. Special Conditions for the following classes of attendee can be found in Part II of these Conditions:
  - Participants in Racing / Racing Professionals
  - Media Contractors and Licensees
  - Photographers
  - Press
  - On-Course Bookmakers
  - Contractors, Trades and Exhibitors
- An Attendee may be permitted access to the Racecourse on the basis of more than one of the categories of Special Condition. Each category of Special Condition shall take effect without prejudice to the others.
- If you do not understand or have any questions relating to these Conditions you should contact the Executive without delay for clarification.
- Every Attendee entering the Racecourse shall be deemed to have accepted all The Orders and Rules of Racing and shall do so subject to The Orders and Rules of Racing.

- Entry to the Racecourse shall be at our discretion. We reserve the right to refuse entry to or expel any person from the Racecourse who is, whom we reasonably believe to be, or whom to the best of our knowledge has in the past been, in breach of these Conditions.
- Children under the age of 18 years must be accompanied by an adult. Proof of age may be requested and, if so, must be provided.
- The re-sale of Tickets without our prior consent may lead to the Ticket being void (with no refund) and entry to the Ticketholder being refused. Please see Condition 2.
- The use of any device or communications equipment to capture and disseminate audio, visual, audio-visual coverage of and data relating to any race or fixture is strictly regulated by these Conditions. Please see Condition 10.
- Many races and fixtures are given coverage and made publicly available on television, radio, on the internet and in print and various other forms of media throughout the world. 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/material. If you do not wish to be included in such coverage/material, please do not attend the Racecourse. Please see Condition 12.
- 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. We will confiscate and dispose of any alcohol purchased off the premises that is not permitted by the Operator.

## **PART I - GENERAL CONDITIONS**

**The following General 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 Racecourse) 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 in order to comply with applicable laws or regulations, or to reflect changes to business practices or the way in which the Racecourse is run (**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 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 we may withhold in our absolute discretion).
  - 2.3 In the event that you are no longer able to attend a raceday for which you have a Ticket (other than a Badge or PASS Card), you may transfer such

Ticket to a friend or family member, provided that you are contactable on the raceday in the event that we need to confirm any information with you

- 2.4 Any Ticket obtained in breach of Condition 2.2 or 2.3 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
- 2.5 All badges, PASS Cards, tickets and other entitlements issued by us or on our behalf shall remain our property at all times. We reserve the right to require the immediate return of all badges, PASS Cards or tickets at any time.
- 2.6 Any data provided to the Operator when obtaining Tickets will be managed in line with the Operator's Privacy Notice, which is available from [www.yorkracecourse.co.uk](http://www.yorkracecourse.co.uk) .
- 2.7 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.
- 2.8 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 badge (of any type), PASS Card or other ticket, document or entitlement to enter the Racecourse.
- 2.9 We are entitled to impose these Conditions of entry on badgeholders, PASS Card holders and all other Attendees in addition to any terms and conditions to which a badge, PASS Card or other entitlement may have been issued or granted. Holders of badges, PASS Cards or other entitlement may only enter the Racecourse subject to these Conditions. In the event of any inconsistency between these Conditions and any terms and conditions upon which any badge, PASS Card or other entitlement has been issued these Conditions will prevail.
- 2.10 No refund shall be given in respect of any unused part of any badge or other entitlement.
- 2.11 Any Attendee (including any member) holding any badge, PASS Card, ticket or other entitlement will be admitted only on presentation of the relevant badge, PASS Card, ticket or other entitlement. Any Attendee who fails to bring his or her badge, PASS Card, ticket or other evidence of entitlement to a fixture will only be admitted on payment of the full daily admission price for the relevant enclosure (if any) applicable on the day.
- 2.12 Attendees must ensure that badges are securely attached to their clothing on racedays and visible at all times and otherwise show badges, PASS Cards, tickets and other entitlements to officials at any time upon request.
- 2.13 If you decide to leave the Racecourse at any time without having your ticket or badge scanned out, you may be refused re-entry.

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

We accept no responsibility for lost or stolen badges, PASS Cards, tickets or other entitlements. The Racecourse has no obligation to replace a lost or stolen badge, PASS Card, ticket or other entitlement. In the event that we decide to replace a lost or stolen badge, PASS Card, ticket or other entitlement we may charge a fee to do so.

4. **Access**

- 4.1 Permission to enter the Racecourse does not constitute guaranteed entry to 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 and any other areas marked private, 'officials only', or to which we may otherwise restrict access from time to time.
- 4.3 Children under the age of 18 must be accompanied by an adult. You are responsible for each child that you bring onto the Racecourse and shall ensure each child complies with these Conditions.
- 4.4 Unless otherwise specified by the Executive the following shall apply:
  - (a) Annual badgeholders shall be entitled to make use of the County Stand and all other areas comprising the Grandstand and Paddock, save for the private boxes and hospitality areas. Annual badgeholders may also use the Nunthorpe Suite in the Ebor Stand;
  - (b) Day badgeholders do not have access to the Nunthorpe Suite except by way of specific permission from the Chief Executive of the Racecourse;
  - (c) All of the aforesaid badgeholders may also use the Champagne and Seafood Area and the Moët and Chandon Pavilion;
  - (d) Grandstand and Paddock ticket holders shall be entitled to make use of the Knavesmire Stand ground, first and second floors and the two mezzanine levels. They may also make use of the facilities in the Bustardthorpe Stand; and
  - (e) Private box and hospitality area badgeholders may use the facility to which their badge refers and all other annual or day badge facilities with the exception of the Nunthorpe Suite.
- 4.5 Unless we give specific permission (either in the Special Conditions or otherwise from time to time) Attendees 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 Racecourse Data Collection Area and any other areas marked private or to which we may restrict access from time to time.

- 4.6 Children under 12 are not allowed to enter the Winners' Enclosure or the Parade Ring in any circumstances.
- 4.7 No badge, PASS Card, ticket or other entitlement guarantees access to the Racecourse or any area of the Racecourse.
- 4.8 The badge, PASS Card, ticket or other entitlement to entry issued to an Attendee may restrict access to certain areas of the Racecourse including the various enclosures. Where a badge, PASS Card or other entitlement restricts access to some or all enclosures, transfers between enclosures may be possible on a raceday. Transfers will be subject to application at the relevant transfer point.
- 4.9 No badge, PASS Card or other entitlement gives any Attendee any right to receive, use or exploit any racing data, audio, visual or audio-visual coverage of any race or fixture. 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 reasonable discretion at any time and without prior notice to refuse admission to or expel and/or ban any Attendee who, in our reasonable opinion:
  - (a) has breached or is likely to breach these Conditions and any Variation (as described in Condition 1.3);
  - (b) has previously been banned from attending the Racecourse;
  - (c) has or is likely to commit an offence or otherwise do anything which is unlawful; and/or
  - (d) behaves or is likely to behave in an unacceptable or unruly manner or in a manner likely to cause offence to other Attendees.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 All Attendees must follow the reasonable written and/or verbal instructions of Racecourse safety stewards, other staff and officials and the police or other emergency services at all times.
- 5.3 We reserve the right to require any Attendee to leave the Racecourse, or to remove an Attendee from the Racecourse, without giving a reason.
- 5.4 In the interests of safety 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.

- 5.5 The following items must not be brought onto the Racecourse: knives, fireworks, smoke canisters, air-horns, drinking glasses, bottles or other glass or similarly breakable containers, cans, poles and any other article that might be used as a weapon and/or may in our reasonable opinion compromise public safety. Any Attendee in possession of such items will be refused entry to the Racecourse or expelled.
- 5.6 The following are prohibited on the Racecourse:
- (a) flags, banners, airhorns, noisemakers, fireworks, smoke canisters and other articles and any behaviour which may distract or frighten the horses;
  - (b) unauthorised small unmanned aircraft, aerial systems, drones, robotic equipment 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, including any threatening behaviour, foul language, racial, homophobic, xenophobic, sexist and other discriminatory abuse or harassment;
  - (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 (including e-cigarettes) 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.
- 5.7 We reserve the right to designate any and all areas of the Racecourse as "No-Smoking" Areas from time to time.
- 5.8 From time to time we will 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.
- 5.9 If you are expelled or banned from the Racecourse for any reason set out in these Conditions, you will not be eligible for any compensation, refund, readmission or other redress;
- 5.10 Save for those seating areas reserved for disabled people, no other seats in the public areas of the Racecourse can be reserved.

6. **Dress Code**

- 6.1 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. 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 or expel an Attendee from the Racecourse or any area of the Racecourse where a dress code is in force with which the Attendee is not complying.
- 6.2 Without prejudice to Condition 6.1, Attendees are expected to dress smartly at all times and gentlemen who are annual badgeholders or County Stand badgeholders are required to wear a jacket and tie at all times other than in circumstances where we specifically designate a race day to be subject to an informal dress code. Jackets must not be removed in hot weather other than in circumstances where the Executive or the Chief Executive of the Racecourse has specifically directed that jackets may be removed. It is not acceptable, under any circumstances, for Attendees to remove their shirts.
- 6.3 Attendees must not wear any clothing which may appear partisan or which may cause offence to others.
7. **Unauthorised Trading, Advertising, Leafleting and other Commercial or Promotional Activity**
  - 7.1 Only those Attendees who have been given express prior permission by us 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 us.
  - 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 who is in breach of this Condition 6, who has in the past breached this Condition 6 (or any equivalent prior provision) or whom we reasonably believe will breach this Condition 6.
  - 7.4 Where any unauthorised advertising or other sponsorship, promotional or marketing material is distributed to Attendees outside the Racecourse including but not limited to 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**

No Attendee may lay bets or otherwise conduct any betting or gaming business whilst on the Racecourse unless specifically entitled to do so by us. This does not prohibit Attendees placing bets with those on-course bookmakers or other properly authorised betting businesses.

9. **Food and Drink**

9.1 Attendees are prohibited from bringing their own food and drink in to any areas of the racecourse except the Centre Clocktower Enclosure. To the extent that such items are permissible, they shall be strictly for personal consumption only and not for resale. Items deemed excessive or in contravention of this may be confiscated by the Executive. Glass bottles and glasses are strictly prohibited in all outside areas.

9.2 Additional items relating to picnics such as portable chairs may also be taken into the Centre Clocktower Enclosure so long as they do not compromise public safety in our reasonable opinion. Portable barbecues are specifically prohibited.

9.3 Other than in the Centre Clocktower Enclosure, the Bustardthorpe Lawn, the Grandstand & Paddock betting ring and any other area explicitly authorised by the Executive, no drinks (included those purchased at the racecourse) are allowed in public viewing areas or adjacent to the racing surface or other horse areas (e.g. the Parade Ring).

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 at the Racecourse.**

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

10.2 In particular, you must not capture, record or 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'.

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 (meaning that there may be other activities which would fall within the prohibition in Condition 10.1).

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 photography 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 copyright and other intellectual property rights in any unauthorised still, audio, visual, audio-visual coverage or other data is hereby assigned to us by way of present assignment of future rights. 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. You waive any so-called “moral rights” (including rights to be identified as the author, and the right to object to derogatory treatment) that you may have in relation to any such materials.

You acknowledge and agree that racing data as set out in Condition **Error! Reference source not found.** above constitutes the Operator's (or its licensor's) intellectual property and confidential information and that you must not collect, collate, aggregate, copy, communicate, publish, market, sell, or otherwise use any such data without the Operator's express consent. Attendees should be aware that we, or our authorised representatives, will vigorously prosecute any Attendee who breaches or is likely to breach this Condition.

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 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.
- 10.8 You may use mobile telephones or any other communications device whilst on the Racecourse to connect to the Racecourse wifi 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 wifi from time to time will be listed on the webpage that Attendees will be automatically directed to when connecting to the wifi.
- 10.9 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 where it has been in the possession or under the control of any Attendee who has breached or is likely to breach this Condition 9 or any person associated with such an Attendee.
- 10.10 In the normal course of business the Racecourse's employees or other representatives may record Still, audio, visual, audio-visual coverage of the racecourse which may include Attendees. Such material may then be used in marketing or other materials by the Racecourse and Attendees, including families with accompanied children, consent to this such that its use complies with all legal requirements at the time.

11. **Journalists, Publishing and Reporting**

Without prejudice to Condition 9, other than persons specifically admitted to the Racecourse on the basis of Special Conditions B and/or D (where appropriate) all other Attendees are prohibited from doing those things permitted by Special Conditions D including and extending to the publication, broadcast or distribution by any other means of any composition, report or other material. The prohibition in this Condition 11 applies irrespective of the means of publication, broadcast, distribution and whether or not such means is specifically referred to in Special Conditions D.

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

- 12.1 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 and made publicly available on television, radio, on the internet and in print and various other forms of media throughout the world. 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, as well as in printed or electronic material consisting of moving and/or still imagery used for the promotion and marketing of the Racecourse and horseracing in general, and for entertainment, editorial and training purposes, by the Operator, its business partners (including Racecourse

Media Group (RMG)) and other media organisations. If you do not wish to be included in such coverage or other material, please do not attend the Racecourse.

- 12.2 Accordingly, you shall have no right 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 RMG or other third parties authorised by the Operator. Furthermore by entering the Racecourse you accept (for yourself and on behalf of any children in your care) the passing of still or moving images of you/them to third parties authorised by the Operator (including RMG) for the purposes of the production of printed or electronic material to be used as set out above.
- 12.3 You acknowledge that, on request, you may be asked to give additional consents or waivers required for the unrestricted lawful use of any coverage (if any) without request for payment or imposing any other conditions.
- 12.4 You acknowledge that the Racecourse is, by its nature, a public place, and you should have no expectation of privacy as regards your actions and conduct at the Racecourse. If you are identifiable in any coverage or printed or electronic material as a result of your attendance at the Racecourse, the Operator (and/or its business partners, including RMG) will process your personal data in accordance with its, and RMG's, legitimate interests for the purpose of making, exploiting and promoting its, and RMG's, business and the Racecourse. You can learn more about how your personal data will be processed by visiting the Operator's Privacy Policy . RMG's Privacy Policy is accessible here.
- 12.5 You acknowledge that CCTV recording is in operation throughout the Racecourse and that video and audio footage may be passed on to the police or other enforcement bodies in connection with civil and criminal enforcement.
- 12.6 Notwithstanding anything to the contrary in this Condition 12, the Operator (and/or its business partners) will use all reasonable endeavours to avoid taking and/or using images and/or footage of children who are, or appear to be, below the age of 18 in connection with any Marketing Materials without obtaining the prior consent of the adult responsible for the relevant child. This does not apply to any Marketing Materials where a child is visible in the images and/or footage but is either (a) not identifiable, or (b) not the primary focus of the relevant materials (for example where a child is visible in footage or a photograph of a crowd of spectators).
13. **Dogs**
- 13.1 Dogs (other than assistance dogs) are not permitted in any enclosure.
- 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 You are advised to make alternative arrangements for dogs prior to arriving at the Racecourse. 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 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.

14.2 Nothing in these Conditions shall affect the statutory rights of any Attendee attending the Racecourse as a consumer.

14.3 Subject to clauses 14.1 and 14.2, any property brought onto the Racecourse by an Attendee remains at all times at the entire risk of the Attendee. We will not be responsible 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 other breach of duty, or the negligence or other breach of duty of our employees or authorised agents.

14.4 If you leave any property at the Racecourse we will endeavour to retain such property for a period of [three] months during which time you may contact us to arrange a time to collect it. Any property left unclaimed at the Racecourse for longer than this period will be disposed of.

14.5 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 (including, in particular, any horses and children in their care) at all times.

14.6 You are responsible for any damage you cause (or a child or horse 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 owner's risk and the Operator accepts no responsibility for such vehicles or their contents.

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.

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

16.1 Race fixtures and races may be abandoned or held behind closed doors 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, abandoned or held behind closed doors in other circumstances beyond our reasonable control.

16.2 Subject to the holder of any badge, ticket or other entitlement not breaching any of the Conditions, in the event of any fixture being abandoned the refund policy is as follows:

<b>Time of Abandonment</b>	<b>Standard Racedays</b>	<b>Music Days*</b>
Before completion of the first race	100%	100%
Before completion of the third race or nominated feature race, whichever is later	50%	50%
Abandonment after third race or nominated race, whichever is later.	0%	50%
Abandonment before 30 minutes of music performance	n/a	50%
Abandonment after 30 minutes of music performance.	n/a	0%

\*in 2025 these are 28 June 2025, 25 July 2026 and 26 July 2025. Those customers who have elected to purchase additional insurance at the time of booking will be entitled to a 100% refund of the eligible ticket price paid in lieu of 50%

16.3 Following the abandonment of any fixture, the Executive will not refund any amount to any Attendees who did not book directly with York Racecourse (including hospitality badges booked via CGC Events Limited and Seat Unique). Such Attendees should rely solely on any refund policy contained in any agreement between the Attendee and the company they booked with. Attendees are advised to consult the terms and conditions of such agreements in advance of purchasing any hospitality badge, ticket or other entitlement.

16.4 The Executive reserves the right to alter the racing programme and provided that no less than six races are scheduled to be run at the race meeting Attendees shall not be entitled to a refund.

16.5 In the event that a refund is due to an Attendee pursuant to the Racecourse policy, refunds cannot be made on race days. To obtain a refund:

- (a) Attendees who purchased badges or tickets from York Racecourse on the day should send their badge/ ticket with full address, bank

sort code and account number and contact telephone details, within 28 days of the date of the race meeting to: The Bookings Office Manager, York Racecourse Knavesmire LLP, The Racecourse, York, YO23 1EX. Each badge, ticket or other entitlement submitted must be accompanied by the full name, address and contact telephone number of the holder and separate submissions must be made for each different address.

- (b) Attendees who purchased badges or tickets in advance from York Racecourse will, subject to the provisions of 16.7, be automatically refunded to the card or account used to make the advance booking. In the event the automatic refund fails, for example due to the expiry of the card used to make the original booking, the attendee must provide alternative payment details in writing or email within 28 days of the race meeting.
- (c) Attendees who purchased badges or tickets from any source other than York Racecourse will not be eligible for a refund.

16.6 Save as set out in these Conditions, we will have no further liability in relation to any abandoned or delayed racing, or racing held behind closed doors, including in respect of any travel or accommodation costs, or any compensation in respect of loss of enjoyment or potential winnings.

16.7 We give no guarantee that any race or race meeting will take place; nor do we give any representation or warranty or make any promises concerning the nature or quality of any race or meeting or musical performance at a race meeting which may be held at the Racecourse including which horses or jockeys will be participating.

16.7.1 In the event of a musical act not being able to perform the Racecourse may, depending on the time and other acts available, elect to contract a substitute act. In this case the Racecourse will make reasonable efforts to communicate the change to all advance booked and on the day racegoers. Should advance booked racegoers not wish to attend, they should not enter the racecourse, retain their tickets and return in accordance with advice issued by the Racecourse for a full refund.

16.7.2 In the event that there are multiple advertised headline music acts performing on one raceday and one or more of these is unable to perform but the remaining acts are able to perform, then the refund conditions detailed in 16.2 shall apply on the basis of one overall act. For the avoidance of doubt if there are two advertised acts and one is unable to play, but the remaining act plays for 30 minutes or more then there shall be no refund due.

16.7.3 Any racegoer who enters the racecourse shall be deemed to have accepted the change of artist and shall not be eligible for a refund for this reason. This does not affect any rights to refunds for reasons other than a change of artist outlined in 16.2.

- 16.8 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, pandemic, epidemic or other circumstances concerning the healthcare or well-being of humans and/or animals.
- 16.9 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. We will endeavour to provide advance notice and information regarding any cancellations or rescheduling on the Racecourse's website.

17. **Ancillary Events**

- 17.1 In addition to races, other events (such as live music) may be scheduled to take place at the Racecourse on a raceday (an "Ancillary Event").
- 17.2 Attendees acknowledge that an Ancillary Event may be scheduled to take place outdoors and an Ancillary Event may be delayed, cancelled or re-scheduled at any time by the Operator due to circumstances beyond our reasonable control (including, without limitation due to adverse weather conditions). Where reasonably necessary, the Operator reserves the right to make alterations to the published programme relating to the Ancillary Event.
- 17.3 In the event that any Ancillary Event is delayed, cancelled or re-scheduled, the refund policy as set out in 16 shall apply.
- 17.4 In the event that a refund is due to an Attendee pursuant to the Operator's refund policy, refunds cannot be made on racedays. To obtain a refund Attendees should send their Ticket with full address details, within 28 days of the date of the race meeting to The Bookings Office Manager, York Racecourse Knavesmire LLP, The Racecourse, York, YO23 1EX.
- 17.5 We give no guarantee that any Ancillary Event will take place. Where an Ancillary Event is cancelled or re-scheduled, where practicable, we will take reasonable steps to notify you using the details you provided us with at the time of purchasing your Ticket. However:
- (a) we do not guarantee that you will be informed of such cancellation or re-scheduling before the date of the Ancillary Event; and
  - (b) it is responsibility of the Attendee to check whether an Ancillary Event has been cancelled or rescheduled and the date and time or any rescheduled Ancillary Event.
- 17.6 Save as set out in these Conditions, we will have no further liability in relation to any cancelled, delayed or re-scheduled Ancillary Event.

18. **Customer Cancellation**

You may cancel a ticket and apply for a refund of the price of the Ticket strictly in accordance with and subject to the terms of the Customer Cancellation and Refund Policy contained in Annex 2.

19. **Payment Terms**

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

19.2 No refunds will be given for cancellations by you in any circumstances. You are therefore advised to choose your badges, tickets and other entitlements carefully.

19.3 An Attendee may book tickets and other entitlements in advance of race day. The terms and conditions set out at Annex 2 will apply, in addition to the General Conditions, to any such advance booking.

19.4 Annual badgeholders will be subject to further standard terms and conditions in addition to these Conditions (such standard terms and conditions are not contained herein). Annual boxholders, day box and marquee occupants will be required to take out a licence for the use of such facilities and such licence will be subject to standard terms and conditions in addition to these Conditions (such licences and standard terms and conditions are not contained herein). All enquiries regarding annual badgeholder subscriptions, annual boxholder licences and day box and marquee occupants licences should be made to the Executive. Copies of the annual badgeholder standard terms and conditions, the annual boxholder licence and standard terms and conditions and the day box and marquee occupants licence and standard terms and conditions are available from the Racecourse Office on request.

20. **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 the Racecourse staff and/or the Racecourse Office.

21. **Enforcement**

If we fail or delay to enforce our rights under these Conditions, this does not mean we cannot or will not choose to do so at a later date.

22. **Law**

These Conditions shall be governed by the laws of England and Wales. In the event of a dispute relating to these Conditions the courts of both England and Scotland shall have jurisdiction.

## PART II - SPECIAL CONDITIONS

**The following Special Conditions apply only to certain classes 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.**

## **SPECIAL CONDITIONS A - PARTICIPANTS IN RACING**

### **23. Scope of Special Conditions A**

- 23.1 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**).
- 23.2 These Special Conditions A apply whether or not a Racing Professional Attendee holds a badge, PASS Card or other entitlement to enter the Racecourse.
- 23.3 RCA badges will have the same access rights as County Stand badges. For the avoidance of doubt, this does not allow access to the owners' and trainers' facilities, Nunthorpe Suite or any other private areas other than by specific permission or invitation.
- 23.4 Owners and Trainers badges are allocated to connections of a horse declared and running on a raceday and may not be transferred, passed or sold to any other persons who are not connections of that horse.
- 23.5 Owners and Trainers badges are issued at the discretion of the racecourse and racecourse management reserve the right to withhold badges if they reasonably suspect that they will be transferred or sold to individuals not connected with the horse. Furthermore racecourse management may at their discretion refuse badges to connections that have allocated, transferred or sold badges to individuals not connected with the horse.

### **24. Applicable Conditions**

- 24.1 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.
- 24.2 Where appropriate, your PASS Card and/or badge will entitle you to access to 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.
- 24.3 In accordance with Clause 2.2 of the general Terms and Conditions of Entry, Badges and PASS Cards are non-transferable. In addition, Racecourse Professionals are not permitted to commercially exploit the access, facilities and/or hospitality (the "**Access Rights**") that they are entitled to through being a holder of a Badge or PASS Card in any manner without the explicit written consent of Racecourse. This includes (without limitation) by: (a) transferring, selling, leasing or loaning any badge or PASS Card itself; or (b) by entering into any commercial arrangement which is intended to temporarily transfer their entitlement to be the holder of a Badge or PASS Card for the purpose of enabling a third party to benefit from the Access

Rights. For the avoidance of doubt, this restriction does not apply: (i) to legitimate race club or syndicate ownership structures (or such other structures which are recognised by the BHA from time to time); (ii) to any legitimate long-term leases in respect of race horse ownership; or (iii) to the rights of badge or PASS Card holders to invite additional attendees to make use of the Access Rights with them, provided that all such attendees are bona-fide, non-paying guests. Any Racecourse Professional that the Racecourse believes, in its absolute discretion, is commercially profiteering from their PASS Card and/or badge, may have their access revoked indefinitely.

- 24.4 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.
- 24.5 Accordingly, Attendees shall have no right to 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 accepts 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 in line with our Privacy Notice, which is available from [www.yorkracecourse.co.uk](http://www.yorkracecourse.co.uk).
- 24.6 Each Attendee may be asked to give additional consents or waivers required for the unrestricted lawful use of any coverage (if any) without request for payment or imposing any other conditions.
- 24.7 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.
- 24.8 All vehicles including all vehicles used to transport horses must be driven with the utmost care whilst on the Racecourse and all vehicle drivers must comply with all instructions of Racecourse staff and other officials. Vehicles must only be driven along routes and parked in areas specifically designated by us. We reserve the right to require that any vehicle be moved if it is not parked in an area designated by us or if it is otherwise obstructing the smooth operation of the Racecourse or represents a safety hazard.

## **SPECIAL CONDITIONS B - MEDIA CONTRACTORS AND LICENSEES**

### **25. Scope of Special Conditions B**

- 25.1 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 (**Media Attendees**).
- 25.2 These Special Conditions B apply whether or not a Media Attendee holds a badge, PASS Card or other entitlement to enter the Racecourse.
- 25.3 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.

### **26. Your Rights**

- 26.1 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.
- 26.2 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.
- 26.3 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.

26.4 Media Attendees must comply with the terms of any applicable BHA 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.

27. **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

### 28. Scope of Special Conditions C

- 28.1 These Special Conditions C apply to all Attendees who have been granted an express licence by the Racecourse 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.
- 28.2 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.
- 28.3 Without prejudice to Condition 28.2, these Special Conditions C apply whether or not an Authorised Photographer holds a badge, PASS Card or other entitlement to enter the Racecourse.

### 29. Special Conditions for Holders of Photographers' Accreditation

- 29.1 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).
- 29.2 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.

- 29.3 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.
- 29.4 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.
- 29.5 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.
- 29.6 Authorised Photographers will not do any of those things prohibited by Condition 9 save as expressly permitted by these Special Conditions C.
- 29.7 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.

- 29.8 Photographs shall not be altered or manipulated by means other than
- (i) 'Flipping';
  - (ii) 'Cropping' performed in good faith and not so as to distort the meaning of the circumstances depicted in the photographs;
  - (iii) manipulation which if fun, harmless and an editorial means of telling a story;

- (iv) standard computerised 'enhancement' in the form of minor alterations.

For the avoidance of doubt, and by way of example and not limitation, photographs shall not be photo-shopped so as to obscure or remove a sponsor's name or logo.

29.9 Authorised Photographers must comply with the terms of any applicable BHA 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.

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

## SPECIAL CONDITIONS D - PRESS

### 30. Scope of Special Conditions D

- 30.1 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.
- 30.2 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.
- 30.3 Without prejudice to Condition 30.1, these Special Conditions D apply whether or not an Authorised Press Attendee holds a badge, PASS Card or other entitlement to enter the Racecourse.
- 30.4 Whilst present at the Racecourse the Authorised Press Attendee shall:
- (a) comply with the applicable Racecourse Terms and Conditions of Entry; and
  - (b) comply with the reasonable instructions of the racecourse.

### 31. Special Conditions for Holders of Press Accreditation

- 31.1 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) **Digital Radio Service** means a digital radio service where Photographers and/or Editorial Text Reports are used.
  - (c) **Editorial Text Reports** means articles that are generated through the attendance of RCA Press Badge holders at racecourses and that contain opinion and are descriptive, informative or illustrative of races or fixtures.
  - (d) **Employer** means the press entity that the RCA Press Badge holder is employed by or is providing freelance services to
  - (e) **Interactive Television Service** means a television Service with interactive content and enhancements that contains photographs and/or Editorial Text Reports used in a news context.

- (f) **Internet** means the global network of computer systems using TCP/IP protocols known as the world wide web.
- (g) **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.
- (h) **Main Title** means the newspaper, magazine or service published by or for the employer
- (i) **New Media Services** means (each branded under the Main Title) and Website Service, Wireless Telephone service, Wireless Radio Communication Service, Digital Radio Service, Television Service and Interactive Television Service and any technology substantially similar to (or derived from) the foregoing and which may come into common usage during the term.
- (j) **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.
- (k) **Photograph** means a single still visual image (or information or material capable of being converted into such) captured in physical form (including 'negative'), digital form or other form of electronic storage of whatever nature, whether transient or otherwise, or in any other form whether now existing or hereafter invented, (but excluding any moving image or images and/or digital sequencing in the form of moving images of whatever nature) captured by the RCA Press badge holder.
- (l) **Printed Paper Titles** means printed paper formats (each branded under the Main Title) of the following:
  - (i) an ordinary edition of the Main Title and/or any special supplement (which may be in magazine format) to such Main Title provided the same is not sold or distributed at point of sale separately from the Main Title;
  - (ii) the Employer's magazine or periodical publication produced at regular intervals;
  - (iii) wraparounds and inserts for competitions contained in or attached to the Main Title that are used as promotional tools for the Main Title and/or the Employer's New Media Services which are bona fide editorial news services;

- (m) **Publish** means to use, reproduce, distribute, store or otherwise communicate to any person, exhibit, broadcast, transmit, include in any cable programme service, post to the internet or any online system or send by any telegraphic or telecommunications system, distribute or publish in any format whatsoever. “Publication” shall be interpreted accordingly.
- (n) **Race** means a horse race taking place at a British racecourse
- (o) **Racecourse** means a BHA licensed horse racecourse in Great Britain.
- (p) **Racecourse Terms and Conditions of Entry** means those terms and conditions of entry applicable to all Racecourse attendees during Race meetings.
- (q) **Social Network Services** means general third party user communities such as Facebook and Twitter which are not primarily used to facilitate gambling, betting, gaming, data analysis, odds checking, prediction or match commentary services
- (r) **Television Service** means a television service, where Photographs and/or Editorial Text Reports are used in a news context
- (s) **Unauthorised Race Streaming** means any communication to the public, transmission or other use of audio and/or audio-visual coverage of any Race (whether by live or near live streaming, streaming or downloading of recorded content) other than pursuant to and in accordance with a licence granted directly or indirectly by the applicable Racecourse
- (t) **Website Services** means a service offered via the physical network of interconnecting computers known as the Internet when such network delivers multimedia content, including, without limitation, text, graphics, software, audio and video identifiable by reference to a unique URI/URL (Universal Resource Indicator/Universal Resource Locator), which content is accessed by users of web browsers (for example, the browsers known as “Microsoft Internet Explorer” and “Google Chrome”) through the use of the common set of, inter alia, TCP/IP protocols that contains Photographs and/or Editorial Text Reports used in a news context.
- (u) **Wireless Radio Communication Services** means a wireless radio communications system and includes 802.11, Wi-Fi, Bluetooth, Wireless LAN technologies, Hiperlan, Local Multipoint Distribution System (LMDS), Multichannel Multipoint Distribution System (MMDS), IrDA iBurst/HC-SDMA and any related, similar or derivative wireless radio communications systems (or any combination of them) that contains Photographs and/or Editorial Text Reports used in a news context but excluding any Wireless Telephone Service.
- (v) **Wireless Telephone Service** means any mobile wireless technology, which is or may be used with radio frequency spectrum in any band,

to enable or facilitate transmission of textual material, data, voice, video or multimedia services to mobile devices and which includes (without limitation) wireless technology employed in General Packet Radio Services (GPRS), the Global System for Mobile Communications (GSM), Level 2 Data GSM Environment (EDGE), Code Division Multiple Access (CDMA), High Speed Circuit Switched Data (HSCSD), Personal Communications Networks (PCN), Wireless Application Protocol (WAP) and the Universal Mobile Telecommunications System (UMTS), Wideband Code Division Multiple Access (W-CDMA), Long Term Evolution (LTE) (also including E-UTRA), mobile WiMAX (802.16e, and other mobile WiMAX standards hereafter developed) and their related or derivative systems and services (or any combination of them) that contains Photographs and/or Editorial Text Reports used in a news context but excluding any Wireless Radio Communication Service.

- 31.2 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.
- 31.3 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.
- 31.4 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.
- 31.5 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.
- 31.6 Authorised Journalists will not do any of those things prohibited by Condition 9 save as expressly permitted by these Special Conditions D.
- 31.7 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.

#### 31.8 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).

31.9 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.

31.10 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.

31.11 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**

### **32 Scope and Duration of Special Conditions E**

- 32.1 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 32.6 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.
- 32.2 All references to 'Special Conditions E' shall include all and any policies and/or procedures referred to in them.
- 32.3 These Special Conditions E shall take effect on 8 March 2024.
- 32.4 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.
- 32.5 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**

- 32.6 The only Attendees who shall be permitted to accept or lay off bets on the Racecourse shall be:
- 32.6.1 the holders of a general betting operating licence; and
- 32.6.2 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.

- 32.7 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**

- 32.8 Nothing in these Special Conditions E:

32.8.1 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;

32.8.2 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.

### **Special Conditions for Bookmakers**

#### **Definitions**

32.9 In these Special Conditions E the following words and expressions shall have the following meanings:

**32.9.1 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;

**32.9.2 Betting Badge** means the admission ticket purchased by a Bookmaker on each raceday providing entry to the Racecourse;

**32.9.3 Betting Administration Fee** means the fee charged by us in respect of the administration and management of the Betting Areas;

**32.9.4 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;

**32.9.5 Bookmaker Number** means the maximum number of Bookmakers (one per position) who may enter a Betting Area on a raceday;

**32.9.6 Existing Betting Ring** means any Betting Area established and in use on or prior to 32 August 2007 and in relation to any temporary areas only for those fixtures authorised under a Certificate of Approval as at 32 August 2007.

**32.9.7 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.

**32.9.8 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) a Certificate of Discharge of liabilities from the Horserace Betting Levy Board (or appropriate exemption); and
  - (d) documentary evidence of public liability insurance with a reputable insurer on industry standard terms in such amount as we deem appropriate;

**32.9.9 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 32 August 2007.

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

#### **Admission to the Betting Areas**

**32.10** 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).

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

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

**32.11.2** Staff who have paid the admission fee. Metal admittance badges may now be used unless by prior arrangement with the racecourse;

**32.11.3** 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 raceday. Metal admittance badges may not be used to obtain a reduction in the Betting Badge fee unless by prior arrangement with the racecourse;

**32.11.4** Bookmakers who make their Identification Card or Identification Papers available for inspection on entry to the Racecourse;

**32.11.5** Bookmakers who pay the Betting Administration Fee; and

**32.11.6** the Bookmaker Number for the relevant betting area on that particular raceday.

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

**32.13** 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:

**32.13.1** 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

**32.13.2** 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**

**32.14** All Bookmakers and Staff (where appropriate) granted access to the Racecourse under these Special Conditions E must:

**32.14.1** 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;

**32.14.2** 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 Racecourse all and any information as the Racecourse 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.

**32.14.3** 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.

**32.15** In particular, all Bookmakers and Staff (where appropriate) must:

**32.15.1** 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;

**32.15.2** prominently display (i.e. this should not be obscured in any way and should be within the direct eye line of the customer) a notice stating that bets will not be accepted from any person under the age of 18 years;

**32.15.3** have in place and implement a 'Think 25' age verification policy

**32.15.4** 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;

**32.15.5** 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;

**32.15.6** have in place and implement procedures to ensure that any card payment machines used will not accept credit card payments.

**32.15.7** have in place and implement a policy for age verification;

**32.15.8** 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;

**32.15.9** ensure that areas surrounding joints are kept free from clutter and, where appropriate, personal items are kept in or on the joint;

**32.15.10** 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;

**32.15.11** 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;

**32.15.12** 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

**32.15.13** comply with and ensure that his or her Staff comply with any dress code in force on any particular raceday.

**32.15.14** Not consume alcohol at any time whilst conducting bookmaking activities;

**32.15.15** 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 clause 32.15.2 above regarding the prominent display of terms.

**32.16** ensure all betting slips provided to customers include correct details for the nominated contractor, who should be contacted in relation to unsettled bets.

**32.17** 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:

**32.17.1** the amount due to the winning customer;

**32.17.2** full details of the terms of the bet;

**32.17.3** details of the receipt number.

- 32.18** Any betting dispute that a Bookmaker is unable to resolve must be notified to the Betting Ring Manager without delay.
- 32.19** Unless otherwise displayed prominently, all Bookmakers shall use Tattersalls Committee as their independent third party dispute resolution service.

### **Identification Cards**

- 32.20** Neither the Racecourse or any Nominated Contractor shall be under any obligation to issue an Identification Card to a Bookmaker who in the Racecourse's opinion fails to satisfy such criteria as either the Racecourse or our Nominated Contractor set out in its application procedures from time to time. The Racecourse and our Nominated Contractor may impose such conditions as we consider fair and reasonable. The Racecourse 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:

**32.20.1**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 Racecourse deems appropriate;

**32.20.2a** Certificate of Discharge of liabilities from the Horserace Betting Levy Board;

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

**32.20.4a** a fee to cover the administrative costs of processing the application and issuing the Identification Card;

**32.20.5**any other information or documentation as the Racecourse considers necessary.

- 32.21** 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 Racecourse at all times and the Racecourse reserves the right to require the immediate return of Identification Cards.

- 32.22** 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 or the Racecourse 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 Racecourse decides to replace a lost or stolen Identification Card it may charge a fee to do so.

- 32.23** 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.

- 32.24** Notwithstanding Special Condition 32.22, 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**

- 32.25** 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:

**32.25.1** has or is likely to commit an offence;

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

**32.25.3** behaves or is likely to behave in an unacceptable manner or unruly manner or in a manner likely to cause offence to other Attendees;

**32.25.4** behaves or is likely to behave in any manner which the Racecourse considers to be harmful to the integrity, proper operation, good reputation or interests of the Racecourse and/or horseracing in Great Britain

- 32.26** If the Racecourse removes a Bookmaker or member of Staff or becomes aware of any act by a Bookmaker or member of staff which gave the Racecourse 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.

- 32.27** 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.

- 32.28** 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.

**32.29** 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**

### **33 Scope of Special Conditions F**

33.1 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 Racecourse 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 6.

33.2 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.

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

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

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

34.2 All Authorised Commercial Attendees must produce satisfactory evidence of your 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.

34.3 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.

34.4 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.

- 34.5 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.
- 34.6 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.
- 34.7 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 1

### 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 and are not to lean over any part of it. In addition, photographers must not stand behind any wing of a fence or hurdle or protrude a camera through any part of a wing.
  - 1.2 Tripods and ladders must not be used before or for 45ft after a fence or hurdle. Camera support spikes may be used but must be behind the line of the running rail upright.
  - 1.3 Photography is not to take place in the saddling boxes, parade ring, weighing room except with permission. This is only to be granted to photographers engaged in specific projects and under no circumstances is photography to take place in the official racecourse stables.
  - 1.4 Photography inside the winners' enclosure is to be restricted to those who are authorised by the Managing Executive.
  - 1.5 With the exception of floodlit meetings, where special permission in specified areas may be granted, the use of flash equipment is not allowed on racecourses. Flash photography of horses when they are on the racing surface must not be permitted.
  - 1.6 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, Sampling Unit, Racecourse Stables, Judges' Box, Stewards' Viewing Boxes, The Start.
  - 3.2 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 3.4 - 3.10 (shown below).

- 3.3 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 9-16 below they will immediately inform the managing executive who will deal with the situation without delay in line with the requirements in paragraph 3.2.
- 3.4 The proposal to introduce any new type of tracking camera must first be cleared for safety by television companies with the BHA Racing Department.
- 3.5 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.
- 3.6 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.
- 3.7 Cameras at the start are not to be placed in such position that they will upset the horses or impede the starting procedures.
- 3.8 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, or be attached to the winning post. Where facilities for cameras are limited, the integrity cameras must be given priority.
- 3.9 Broadcast cameras must not restrict the view of the Racecourse Stewards, BHA Officials or integrity cameras.
- 3.10 The sitting of any cameras which encroach onto the track is to be agreed beforehand with the Inspector of Courses and the Racecourse Department.

## **ANNEX 2**

### **Advance Bookings**

The terms and conditions outlined below apply in respect of advanced bookings in addition to the General Conditions. Where there is any contradiction or inconsistency between the General Conditions and these terms and conditions, the General Conditions shall prevail.

1. You must be at least 18 years old to make an advanced booking and any persons under 18 must be accompanied by an adult when visiting the racecourse.
2. Full payment for advance booking is required when ordering tickets and badges. Please do not send cash.
3. Certain discounts are available on advance bookings – details of which are available on our website or alternatively by contacting the Racecourse office.
4. Group bookings must be made in advance of the race day.
5. Orders booked by debit or credit card will be sent to the statement address only unless an alternative delivery address is notified in writing by the original cardholder.
6. Where lost or misplaced badges are reported to the racecourse before gates opening time on the day of racing and have not been used to enter the racecourse already, York Racecourse Knavesmire LLP may replace these subject to an administration charge of £5 per ticket/badge.
7. York Racecourse Knavesmire LLP cannot accept any liability for any claims for any indirect or consequential loss, damage, costs or expenses, any loss of profits, loss of opportunity, loss of revenue, or loss of use of money whether foreseeable or not.
8. Nothing shall operate to limit or exclude York Racecourse Knavesmire LLP's liability in respect of death or personal injury caused by any negligent or fraudulent act or omission of the Executive or affect the statutory rights of any Attendee as a consumer.
9. In the event that a third party (such as the Racecourse Association) processes your advance booking, it does so for and on behalf of York Racecourse Knavesmire LLP. Your contract is with York Racecourse Knavesmire LLP who will send you the tickets.
10. Print at Home Tickets will be delivered as an eticket to the email address provided. Unauthorised duplication of an eticket may prevent admittance to the Racecourse. York Racecourse Knavesmire LLP is not responsible for any inconvenience caused by unauthorised duplication. If unauthorised duplicates appear York Racecourse Knavesmire LLP reserves the right to refuse entry to all Ticket holders and may credit the original purchaser the face value, which will constitute full remuneration.
11. Advance booked general admission (County Stand and Grandstand & Paddock) badges and tickets may be returned for a full refund (less an administration

charge of £5 per ticket/badge) up 7 days before gates opening time on the day of racing provided that they have not been used to gain entry to the racecourse.

12. Advance booked hospitality, restaurants, private facilities and boxes are subject to different refund policies as follows:

- a. Premier Racing Lounge & Melrose Club Lounge. A full refund is due in respect of cancellations up to and including 21 days before the raceday. Cancellations where there is less than 21 days before the raceday are eligible for a refund of the County Stand badge price (less an administration charge of £5 per ticket/badge) on the day up to 7 days before gates opening time on the day of racing provided that they have not been used to gain entry to the racecourse. Premier Racing Lounge & Melrose Club Lounge refunds can only be processed over the phone and, in the event that a partial cancellation leaves spare seats that would not have been possible at the time of the original booking, York Racecourse may at its sole discretion choose to cancel and refund the entire table or order.
- b. Hospitality Boxes and Restaurants. The refund policy will be provided separately to you by York Racecourse or York Racecourse Hospitality.



Rewards4Racing is our fantastic rewards and loyalty programme which is free for all our customers to join and use. As a Rewards4Racing member, you will be entitled to earn Rewards4Racing points when you purchase tickets, raceday packages and hospitality packages at York Racecourse. For further details about the Rewards4Racing programme, please visit [www.rewards4racing.com](http://www.rewards4racing.com).

When you purchase an advanced ticket (online or by phone) with us, you will earn Rewards4Racing points and we will instruct Rewards4Racing (acting as our data processor) to create you an account with the programme for free. Please note that, in order to claim these points, you will need to activate your Rewards4Racing account and become a member of the Rewards4Racing programme, so look out for our email with a link to activate your account and start saving towards your next purchase with us.

As well as earning valuable points when you make purchases with us, you can also earn points when betting online with Rewards4Racing's betting partners, subscribing to racing partners such as the Racing Post and Racing UK and when shopping online with thousands of high street retailers.

These valuable points will then be converted into cash to be spent online or by phone, saving you ££'s off your next purchase with us.

To view Rewards4Racing's full terms and conditions, please visit [www.rewards4racing.com/terms](http://www.rewards4racing.com/terms). Rewards4Racing's privacy notice, which explains how Rewards4Racing will use your personal information as a Rewards4Racing member, can also be viewed at [www.rewards4racing.com/privacy](http://www.rewards4racing.com/privacy). Should you wish to opt-out of receiving email marketing communications as a member of the Rewards4Racing programme, you may do so at any time by contacting Rewards4Racing at [hello@rewards4racing.com](mailto:hello@rewards4racing.com).

## **ANNEX 3**

### **ACCESSIBILITY COMPANION AND ASSISTANCE DOGS ADMISSION POLICY**

In accordance with our obligations to make reasonable adjustments people with disabilities, the racecourse is pleased to provide free admission to one accompanying accessibility companion in circumstances where a person with a disability would otherwise be at a substantial disadvantage without the companion. A ticket for free companion admission on racedays is available on the terms below.

#### **1. ACCESSIBILITY COMPANION ADMISSION**

Provided that you purchase a valid advance raceday ticket for yourself, you are entitled to apply for **ONE** free ticket for the same raceday for the person who is accompanying you to assist you as your companion. The companion must be able to provide you with appropriate assistance which might include:

- a) assisting you in moving around the racecourse;
- b) helping you evacuate the racecourse in the event of an emergency;
- c) accompanying and/or assisting you in using the racecourse's toilets;
- d) assisting you in purchasing refreshments and food or using other services.

Please note that the accessibility companion admission policy does apply to person with a disability under the age of 18 even though they are not required to purchase a ticket, however in this case the companion must be over 18.

#### **2. ACCESSIBILITY COMPANION TICKET CONDITIONS**

The free ticket provided to your companion will carry the same terms and conditions as the raceday ticket that you hold although additional charges may apply in certain areas such as restaurants and lounges.

#### **3. ELIGIBILITY**

The eligibility criteria for free companion admission are regularly reviewed and the racecourse reserves the right to update them from time to time. Currently those who receive one of the following benefits are eligible to apply for a free accessibility companion ticket:

- a) Disability Living Allowance (DLA);
- b) Attendance Allowance (AA);
- c) Personal Independence Payment (PIP); and
- d) Armed Forces Independence Payment (AFIP).

Additionally, people who are Registered Blind are also eligible.

Please note that, in all cases, the racecourse reserves the right to nevertheless decline to accept an application or to request additional evidence if, in the racecourse's view and discretion, there is reasonable doubt that the applicant would be at a substantial disadvantage in attending without a companion given the accessibility facilities and services available at the racecourse.

#### 4. **WHAT PROOF OF ELIGIBILITY NEEDS TO BE PROVIDED?**

To prove eligibility you will need to provide the following in respect of one the benefits referred to in (3) above:

- a) Completed accessibility companion application form submitted through the York Racecourse Website.
- b) Current Evidence of being eligible for the scheme.
- c) On arrival on the raceday Photo ID which matches the details of the recipient of the above.

Alternatively, if you are a Registered Blind Person then a photocopy of certification and matching photo ID is required.

Please note that a Blue Badge is not accepted as evidence of eligibility but can be used as photo ID.

#### 5. **HOW DO I APPLY?**

Applications (including proof of eligibility) need to be made using the application form on the York Racecourse Website, **at least five days before the race meeting commences.**

The link to the website is: <https://www.yorkracecourse.co.uk/disability-access.html>

For successful applications the free ticket will be ready for collection at the racecourse where photo ID of the registered racegoer will be requested. If you have any questions or queries regarding the accessibility companion admission policy then please contact us on 01904 620911.

#### 6. **ASSISTANCE DOGS**

Assistance dogs are welcome to attend with their owners without additional charge subject to production upon entry of a valid identification document from Assistance Dogs (UK) or an equivalent international organisation. A separate ticket is not required however owners should notify the racecourse in advance upon booking their raceday tickets so that any necessary arrangements can be made.

If you have any questions or queries regarding the free care admission scheme then please contact Phil Atkinson.

## **SPECIAL CONDITIONS G – COVID-19 SUPPLEMENTARY CONDITIONS**

### **35 Scope of Supplementary Conditions – COVID-19**

The following Supplementary Conditions – COVID-19 (the “**COVID-19 Supplementary Conditions**”) have been agreed by the British Horseracing Industry and supplement the Terms and Conditions of Entry to the Racecourse, including any applicable Special Conditions (the “**Entry Contract**”).

The COVID-19 Supplementary Conditions should be read in conjunction with the Entry Contract. However, if any provision in the COVID-19 Supplementary Conditions conflicts with a provision in the Entry Contract, the COVID-19 Supplementary Conditions shall take precedence and shall modify the Entry Contract to the extent necessary to give effect to the relevant provision of the COVID-19 Supplementary Conditions.

Unless stated otherwise, any terms used in the COVID-19 Supplementary Conditions shall have the meanings given to them in the Entry Contract.

The COVID-19 Supplementary Conditions will be continuously updated in accordance with current Government guidance. Until further notice, all Attendees should review the COVID-19 Supplementary Conditions each time they attend the Racecourse.

#### **35.1 COVID-19 Supplementary Conditions**

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, the COVID-19 Supplementary Conditions. Attendees are admitted to the Racecourse strictly subject to the COVID-19 Supplementary Conditions. There are no exceptions.

#### **35.2 All Attendees**

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:

- 35.2.1 comply with all current Government requirements and guidance regarding COVID-19;
- 35.2.2 prior to attending and being given access to the Racecourse, comply (at the Attendee’s own cost) with any health checks required at the time of attendance by the Government, any Local Authority, the BHA, the Operator and/or any other relevant authority and the Operator reserves the right to require Attendees to provide proof of their compliance with, or exemption from, such requirements;
- 35.2.3 observe all social distancing protocols and wear any PPE (such as masks or other face coverings) in accordance with the Government guidance in place at the time;
- 35.2.4 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.

- 35.2.5 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;
- 35.2.6 follow all racecourse signage and the instructions of staff, officials, the police or other emergency services present at the Racecourse at all times;
- 35.2.7 only attempt to access those areas for which they are entitled under their Ticket; and
- 35.2.8 comply with the Rules of Racing.

35.3 **Attendees Entering the Racecourse other than as a Private Individual**

In addition to complying with Section 35.2, 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:

- 35.3.1 comply with any training requirements required by the BHA and/or Operator prior to being given access to the Racecourse;
- 35.3.2 use, in the correct manner, any PPE identified as appropriate to their role;
- 35.3.3 wear required accreditation at all times;
- 35.3.4 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;
- 35.3.5 follow the instructions of all members of the Racecourse Executive and BHA Officials (including but not limited to the COVID-19 Officers);
- 35.3.6 maintain responsibility for disinfection of their own equipment in line with agreed procedures;
- 35.3.7 comply with all changes to operating procedures relevant to their role; and
- 35.3.8 leave the Racecourse immediately after the last race, or when the Attendee has completed their duties.

35.4 **Breaches of the COVID-19 Supplementary Conditions**

Any breach of the COVID-19 Supplementary Conditions will be reported to the Operator and the BHA Stewards. There will be a zero-tolerance approach to breaches of the COVID-19 Supplementary Conditions. In the event of any breach by an Attendee, in addition to any applicable sanctions set out in the Entry Contract:

- 35.4.1 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;
- 35.4.2 the BHA Stewards may take regulatory action against the Attendee in line with the powers available to them; and
- 35.4.3 the Attendee acknowledges that they may be liable to sanction from their employer or any organisation that is responsible for them.

Any individual who is ejected from the Racecourse for breaching the COVID-19 Supplementary Conditions may be unable to attend a fixture at the Racecourse or any other racecourse until further notice.

### 35.5 **Fixtures Cancelled or Curtailed in relation to COVID-19**

- 35.5.1 In the event that a fixture for which you have a Ticket is cancelled due to legislation, government guidance or any other public health measures introduced to restrict the spread of COVID-19, you shall be entitled to a full refund for the price of your Ticket (including any relevant handling or booking fee).
- 35.5.2 To obtain a refund, the Ticket holder should refer to 16.5 above. Refunds will be issued to the original payment method.
- 35.5.3 In the event that a fixture for which you have a Ticket is significantly curtailed or limited due to legislation, government guidance or any other public health measures introduced to restrict the spread of COVID-19, we may cancel your booking and you shall be entitled to a full refund for the price of your Ticket (including any relevant handling or booking fee).
- 35.5.4 For the avoidance of doubt, in the event that it is necessary to cancel or refund your booking, the Racecourse shall not be liable for any additional or consequential costs that you may have incurred in relation to the booking.

*[Note: in the unlikely event that a fixture starts, but is then abandoned due to Covid-19, any refunds will be dealt with pursuant to the racecourse's existing refunds policy for abandoned fixtures]*

### 35.6 **Customer Cancellation in relation to COVID-19**

In the event that you are unable to attend a fixture for which you have a Ticket or Badge because **at the time of the fixture you are required by law or government guidance to be in self-isolation due to COVID-19**, you shall be entitled to either:

- 35.6.1 a full refund for the price of your Ticket (including any relevant handling or booking fee); or
- 35.6.2 re-arrange your booking for a future fixture at no extra cost (save where the price of an equivalent Ticket for the future fixture is higher than the price of your existing Ticket, in which case, you may be asked to pay the difference).

To obtain a refund the Ticket Holder should reply to their advance booking confirmation email no later than gates opening time of the relevant raceday indicating they are unable to attend due to Covid-19 and attaching reasonable evidence to prove the positive status.

To re-arrange a booking, the Ticket holder should contact us on 01904 620911 or at: The Bookings Office Manager, York Racecourse Knavesmire LLP, The Racecourse, York, YO23 1EX. Please note, the Ticket holder must contact us prior to the start of the relevant fixture and we may request that the Ticket holder provides evidence to show, to our reasonable satisfaction, that you were unable to attend the fixture pursuant to 35.6 (above) before we agree to process your refund or re-arrange your booking. Refunds will be issued to the original payment method.