

GENERAL TERMS AND CONDITIONS OF ENTRY TO CHELTENHAM RACECOURSE

(ENTRY CONTRACT)

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**TERMS AND CONDITIONS OF ENTRY TO CHELTENHAM RACECOURSE –
ENTRY CONTRACT THE FOLLOWING TERMS AND CONDITIONS APPLY TO ALL ATTENDEES.**

1. Admission to the Racecourse

- 1.1 All persons who purchase a Ticket (as defined below in Condition 2) and all persons who enter the Racecourse (**Attendees**) whether as invitees or otherwise shall be deemed to have accepted these Terms and Conditions (**these Conditions**) and are admitted to the Racecourse strictly subject to these Conditions. These Conditions supersede all previous versions.
- 1.2 The **Racecourse** within the meaning of these Terms and Conditions is all the land at Cheltenham Racecourse owned and or controlled by Jockey Club Racecourses (also referred to here in as **we** or **our** or the **Operator**) at relevant times and shown on the **Maps at Annex D and E**. It includes the racecourse, stands, buildings, enclosures, rings, concourse, viewing areas, tented village, any bridge over a highway, footpaths, carparks, and all facilities and are as at the Racecourse so owned or controlled by the Operator.
- 1.3 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.
- 1.4 All Attendees are permitted access to the Racecourse at our discretion and must comply with and conduct themselves on the Racecourse in accordance with all requests and directions which may be given to any Attendee by a duly authorised person at any time.
- 1.5 Any person who breaches any of these terms and conditions shall be liable to be evicted from the Racecourse as a trespasser. Attention is drawn in particular to conditions 5.1 and 7.1 below.
- 1.6 We reserve the right to vary, amend and supplement these Terms and Conditions by publishing additional, amended and or supplementary terms and conditions and guidelines which shall be effective to vary these Conditions. They may be of permanent or temporary effect. We will take reasonable steps to bring such matters to your attention such as by publicising them on the Cheltenham Racecourse website. It is your responsibility to check the latest version on our website.
- 1.7 The Operator reserves the right to impose such new conditions of entry into the Racecourse as it, in its absolute discretion, considers necessary to comply with any legal requirements including all applicable laws, regulatory requirements, government order or any actions, recommendations, guidance, announcements or restrictions, whether made by a government body, authority, public health organization or other similar official body including the British Horseracing Authority and Public Health England.
- 1.8 The Operator may at its discretion undertake health screening prior to your attendance. The Operator shall use all reasonable endeavours to inform you of these conditions in advance and reserves the right, without penalty or liability, to refuse entry or to eject you from the Racecourse if these conditions are not complied with.
- 1.9 Behind closed doors racing. The Operator reserves the right to refuse entry to you at any event designated as “behind closed doors”, unless you have been officially accredited by the Operator to attend that event.
- 1.10 Restricted attendance numbers. The Operator reserves the right to refuse entry to you at any event where a capacity limit has been set in accordance with any of the circumstances described in condition 1.7, above, and may at its absolute discretion define who can attend that event. If you are denied entry to any event under this condition 1.10 then a refund will be calculated in accordance with Annex B.

- 1.11 Restricted use of the Racecourse facilities. The Operator has the right to refuse entry to designated areas or facilities which are closed or where a capacity limit has been set in accordance with any of the circumstances described in condition 1.7, above.

2. Badges, Tickets and other Entitlements to Enter the Racecourse

- 2.1 All Badges, Privileged Access Swipe System (PASS) Cards, tickets, electronic passes and other entitlements to enter the Racecourse in any form (each being a **Ticket** for the purposes of these Conditions) shall be subject to these Conditions whether or not purchased.
- 2.2 Tickets may only be purchased or allocated by an authorised source approved by the Operator. No other tickets are valid and do not permit entry onto any part of the Racecourse.
- 2.3 Badges and PASS Cards are non-transferable. 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 transaction whatsoever (including sales to or by any ticket tout);
 - (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).
- 2.4 Any Ticket obtained in breach of these Conditions 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 Tickets issued by the Operator or on its behalf shall remain the Operator's property at all times. We reserve the right to require the immediate return of a Ticket at any time.
- 2.6 The Operator may retain records of any suspected misuse of Tickets or other documents or entitlements to enter the Racecourse and subject to the General Data Protection Regulations may share those records with other persons or bodies including other racecourses, the British Horseracing Authority, the police or a local or other authority.
- 2.7 These Conditions apply to all Attendees irrespective of whether or not an Attendee has paid for admission and whether or not an Attendee has been issued with a Ticket or other document or permission to enter the Racecourse.
- 2.8 These Conditions apply in addition to any other terms and conditions imposed on Ticket holders that may have been issued or granted. These Conditions shall apply in preference to any conflicting provisions in any other terms and conditions.
- 2.9 Save as set out in **Annexes B and C**, no refund shall be given in respect of any Ticket.
- 2.10 You must show your Ticket to the Operator on demand. If you fail to bring your Ticket to a fixture, you will have to pay the full daily admission price for the relevant enclosure (if any) applicable on the day.
- 2.11 Attendees must ensure that badges, when issued, are securely attached to their clothing/bags on racedays and visible at all times whilst present at the Racecourse.
- 2.12 You are advised to retain your entry ticket at all times when on the Racecourse as you may be asked to show it to a duly authorised person.
- 2.13 The price of Tickets may vary as it is set according to demand at the time of purchase. You pay the price displayed on our website at the time you make your purchase but the price of similar Tickets may increase or decrease after you have made your purchase. You will

not be entitled to a refund if the price of Tickets subsequently falls.

3. Lost or Stolen Badges and Tickets

We accept no responsibility for lost or stolen Tickets. We are not obliged to replace lost or stolen Tickets. If we decide at our discretion to replace a lost or stolen Ticket we may charge a replacement fee. See too **Annex C** below.

4. Access by Ticket or Otherwise

- 4.1 Permission to enter the Racecourse does not constitute guaranteed entry to the Racecourse, any particular area of the Racecourse or any Racecourse buildings or facilities. We reserve the right to refuse or condition access to areas of the Racecourse from time to time and on a temporary or permanent basis.
- 4.2 Unless given express permission by a duly authorised person, you are prohibited at all times 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 All those under 18 years must be accompanied by a responsible adult (21+ years or their parent) to gain entry to the venue, limited to three under 18s per responsible adult. Once in the venue, those aged 15 years and under must be accompanied by their responsible adult for the duration of their time at the Racecourse. 16 to 17-year-olds do not need to be accompanied around the venue but must still have their responsible adult on site and must adhere to site policies and not attempt to buy alcohol.
- 4.4 Children under the age of 12 are not allowed to enter the Winners' Enclosure or the Parade Ring under any circumstances. Children over the age of 12 and under 18 must be accompanied by an adult in such areas. Each accompanying adult (21+) should be responsible for no more than three children under 18 years of age.
- 4.5 Your Ticket may restrict access to certain areas of the Racecourse including the various enclosures. Where a Ticket restricts access to some or all enclosures, transfers between enclosures may be possible on a raceday with prior permission by the Operator. Transfers will be subject to application at the Transfer Kiosk for which a fee may be payable.
- 4.6 No Ticket gives any Attendee any right to receive, use or exploit any racing data, audio, visual or audio-visual coverage of any race or fixture. All such rights are reserved. Any coverage or data made available at the Racecourse is made available for the personal use and consumption of Attendees only and redistribution to any person outside the Racecourse is strictly prohibited.

5. Conduct of Attendees

- 5.1 We reserve the right in our absolute discretion at any time and without prior notice, and without penalty or liability, to refuse admission to or expel and/or ban any Attendee who:
 - (a) has breached, is or we reasonably suspect is likely to breach these Conditions or any applicable legal requirements as described in condition 1.7, above;
 - (b) has, is or we reasonably suspect is likely to commit a criminal offence or otherwise do anything which is unlawful; or
 - (c) behaves or we reasonably suspect is likely to behave in an unacceptable or unruly manner or in a manner likely to cause offence to other Attendees,

Any ban we may impose may, at our option and discretion, relate to the Racecourse and/or any other racecourse in Great Britain and may be temporary or permanent.

- 5.2 You must at all times when on the Racecourse follow the instructions and directions of the police and emergency services, local authority personnel, safety stewards, security personnel, other staff or duly authorised personnel or officials.

- 5.3 Everyone attending the Racecourse has a duty to other Attendees, the Operator's staff and contractors. It is your responsibility to, and to procure that any Attendees you have invited to any event at the Racecourse, act responsibly and in accordance with any applicable legal requirements, including those described in condition 1.7, above. This includes, but is not limited to, not attending any event if at the time of the relevant event applicable legal requirements mean that you should not attend.
- 5.4 In the interests of safety, or to check for items you are prohibited from bringing onto the Racecourse, we may request to conduct personal body searches of Attendees and/or search their personal belongings. We shall be entitled to refuse entry to or expel from the Racecourse any Attendee who refuses to comply with such a request and report them to the police.
- 5.5 Various items are strictly prohibited and must not be brought onto the Racecourse at anytime. We shall be entitled to refuse entry to or expel and/or ban from the Racecourse any Attendee found with such items in their possession or control. We shall also be entitled without further notice to confiscate and or destroy any prohibited item without compensation being payable.
- 5.6 **Prohibited items** include any and all of the following:
- (a) knives, fireworks and pyrotechnics, lasers, smoke and gas canisters, inflammable liquids and substances, liquids and substances which might be harmful to persons horses or other animals, whistles, air-horns, cans, drinking glasses, and bottles or other containers whether glass or otherwise, whether empty or containing any substance and whether or not for human consumption;
 - (b) sticks (other than a bona fide walking stick for a disabled person) poles, catapults, darts and any other article that might be used as a weapon and/or may in our reasonable opinion

compromise the safety of or startle any person or animal present at or on the Racecourse and/or be deemed by us to be a safety risk.

- (c) flags, banners, balloons and other articles and any items which may distract, startle or frighten any animals including horses;
- (d) unauthorised small unmanned aircraft or flying machines, drones, aerial systems or vehicles that have not been expressly authorised by the Operator in writing.

- 5.6 The following are prohibited on the Racecourse:

- (a) any behaviour which may disrupt or impair the experience of other Attendees or distract, startle or frighten any horse or other animal;
- (b) climbing fences, stands, poles or any other structures or buildings;
- (c) throwing any object without lawful authority or excuse;
- (d) obstruction of gangways, access ways, exits, entrances, stairways and similar places;
- (e) damaging or defacing Racecourse property;
- (f) smoking in any building or designated "No Smoking" areas;
- (g) any item which may be used for any marketing or promotional activity whatsoever which has not been expressly authorised by the Operator in writing.
- (h) wearing offensive clothing and slogans on the clothing that would be deemed inappropriate to others of different sex, age, race, religious beliefs and political slogans.
- (i) Prohibited drugs and all and any other illegal substances.
- (j) furniture or camping equipment in any form, including camping stools, shooting sticks and other forms of seating not provided by the racecourse

- 5.7 We reserve the right to designate any and all areas of the Racecourse as "No-Smoking" areas. This also includes E-cigarettes and other forms of vapour emitting devices
- 5.8 From time to time we may close race track crossings for safety reasons. Attendees are prohibited from attempting to cross any closed crossing or attempting to cross the race track other than at an open crossing.

6. Dress Code

You must comply with the dress code set out below in **Annex A**.

7. Unauthorised Trading, Advertising, Leafleting and other Commercial or Promotional Activity including Charity Collections

- 7.1 Except Attendees who have been given express prior permission and authority in writing by the Operator, no persons may trade, advertise, distribute leaflets, charity collect or conduct any other commercial or promotional activities on the Racecourse. Trading, advertising, leafleting and commercial or promotional activities in any form by unauthorised Attendees is strictly prohibited. This prohibition extends to and includes:
- (a) any unauthorised ticket or racecard selling or hawking, ticket touting or assisting with any such activity;
 - (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 in writing by the Operator.
- 7.2 The Operator reserves the right to confiscate any equipment, Tickets, stock or other materials whether lawfully purchased or not in the possession of any Attendee or other person whilst on the Racecourse who is, or whom we reasonably suspect to be, involved or engaged whether directly or indirectly in unauthorised trade, advertising, leaflet distribution or other commercial or promotional activities.
- 7.3 The Operator reserves the right to take such legal action (including where appropriate seeking injunctive and other relief and costs) against or in respect of any person to prevent an existing or future breach of any part of this Condition including taking action against any persons who have in the past breached this Condition (or any equivalent prior provision) or whom we reasonably believe will engage directly or indirectly in activities which would be in breach of this Condition in the future.
- 7.4 If any unauthorised advertising or other sponsorship, promotional or marketing material is distributed to Attendees outside the Racecourse (for example, flags, banners or 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, and to take legal action (including seeking injunctive relief) against any person engaged in its manufacture, sale or distribution.

8. Betting

When on the Racecourse, unless with prior written permission of the Operator, and except in accordance with Condition 10 below, no bets may be laid, nor any betting or gaming business considered except in accordance with Condition 10 below.

9. Food and Drink

You may not take any food, drink, glass bottles or glasses onto any part of the Racecourse unless this is expressly permitted in advance by the Operator in writing. Anyone with special dietary requirements is advised to contact the racecourse beforehand to arrange a special dispensation on the ruling, which is able to be evidenced by an exchange of emails.

Cheltenham Racecourse is a challenge 25 venue, if you look under 25 you will be asked for ID when buying an alcoholic drink. All racegoers are politely reminded that buying or passing drinks to under 18's is not permitted under the racecourse premises licence.

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

The use of cameras, video equipment, laptop and other computer equipment, mobile telephones and other telecommunications or electronic devices at the Racecourse is strictly controlled, limited to authorised persons and to be used only for non-commercial purposes unless expressly authorised. You are not permitted to make any commercial use of any audio/visual coverage, still images or data of any kind relating to racing at the Racecourse. A breach of this condition shall give us the right to cancel and withdraw any Ticket issued to you. We reserve the right to eject you forthwith from the Racecourse as well as to institute legal proceedings and claim damages with costs.

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

10.2 In particular, you must not capture, record, store, transmit or use whether yourself or by another any pictures or film or recording of any kind whether live or obtained from the on-course CCTV or otherwise howsoever anything to do with any of the events taking place at the Racecourse whether or not on a Raceday and whether recorded broadcast or not, including any of the following. including:

1. Activities on racedays:

- (a) of horses preparing for a race – including in the pre-parade riding, saddling boxes and parading;
- (b) of jockeys preparing for a race – including in the weighing room and parade ring;
- (c) of any race (either at the Racecourse or any other racecourse) or part of a race;
- (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'

2. Activities on non-racedays:

- (f) any activities taking place at any other event on the Racecourse including concerts or live or other performances or event to which the public or others are invited or admitted, whether broadcast or not.
- (g) any activities taking place on the Racecourse on non-racedays when activities to which the public or others are invited or admitted are not taking place.

10.3 You may use mobile devices and point-and-shoot or compact cameras to capture images for your own private and domestic use (but you may not use professional level photography or filming equipment). If you do so, the following Conditions shall apply:

- (a) photography on the racing surface is strictly forbidden;
- (b) flash photography is strictly forbidden;
- (c) you must not yourself use or procure or permit any other person to use such images or film or recording for any commercial purpose and you must notify the Operator immediately if you become aware of any unauthorised use of such images or film or recording of any kind.

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

such rights by taking legal action and claiming damages and its costs in so doing.

10.5 Except as set out below in 10.6, 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 or any unauthorised commercial purpose.

10.6 Exceptions to 10.5 are as follows:

(a) The use of mobile telephones or any other communications device whilst on the Racecourse to connect to the Racecourse Wi-Fi that is generally made available to Attendees by the Operator, for the purpose of accessing, and making full use of, certain betting websites designated by the Operator.

(b) The full list of designated betting websites that the Operator agrees to make available to Attendees through the Racecourse Wi-Fi from time to time will be listed on the webpage that Attendees will be automatically directed to when connecting to the Wi-Fi.

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

11. Journalists, Publishing and Reporting

Except with prior provision in writing, you are not permitted with commercial gain, intent or otherwise to report on, broadcast or otherwise write any article about a race or fixture at the Racecourse. You will first need to enter into a supplementary agreement with the Operator if you wish to undertake any press or associated activities at the Racecourse.

12. Media Coverage and Recording for Promotional and Security Purposes

- 12.1 All Attendees (which for the purpose of this Condition includes horses and Attendees with children) are reminded that many races and fixtures are given coverage on television, radio, in print and various other forms of media. By entering the Racecourse you accept (for yourself and on behalf of any horse or children in your care) that you/they may appear in such coverage which may also include printed or electronic material use for promotion of the Racecourse, as part of our Legitimate Interests.
- 12.2 Accordingly, you shall have no right to object to, or demand any payment in respect of you, your horse's or your children's inclusion in any such coverage whether produced by the Operator or by third parties authorised by the Operator.
- 12.3 Your images may be used in the production of printed or electronic material, to be used solely for the promotion of the racecourse, because of our Legitimate Interest in doing so. If you do not wish to have your photograph taken, please advise the photographer and they will endeavour to respect your wishes. Please note that this may not always be possible where you are part of a larger group shot which does not focus on any given individual. Should you see a prominent image of yourself used in racecourse materials and wish for it not to be used, please contact us (dpo@thejockeyclub.co.uk) at your earliest convenience. We will remove the image at the earliest opportunity or explain if we cannot do so.
- 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 Marketing Materials 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 Legitimate Interests for the purpose of making, exploiting and promoting it business and the Racecourse. You can learn more about how your personal data will be processed by visiting the Operator's Privacy Policy.
- 12.5 You acknowledge that CCTV recording, both that controlled and managed by the Operator and that controlled and managed by agreed third parties, 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 or to the Racecourse Betting Compliance for the purposes of dispute resolution.

13. Dogs

- 13.1 Dogs are not permitted in any enclosure except for those required for disabled assistance.
- 13.2 Where dogs are permitted they must be kept on leads at all times and must not be allowed to foul anywhere on the Racecourse.
- 13.3 To the extent we are legally able to do so, we reserve the right, if necessary, to force entry into a car to release animals which may be suffering and shall not be liable for any damage which may be caused as a result.

14. Loss or Damage

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

loss is caused by our negligence or the negligence of our employees or as set out in these conditions.

- 14.2 Attendees must accept that, by its very nature, attending race meetings is not without risk. Attendees must therefore at all times remain vigilant and exercise a reasonable degree of caution and care for themselves, persons in their care (in particular children and vulnerable adults) and those around them.
- 14.3 Subject to Conditions 14.4 and 14.5, we shall have no liability for any indirect or consequential loss, damage, costs or expenses, any loss of profits or other economic loss, loss of opportunity or loss of revenue whether foreseeable or not.
- 14.4 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.
- 14.5 Nothing in these Conditions shall affect the statutory rights of any Attendee attending the Racecourse as a consumer.
- 14.6 You are responsible for any damage you cause (or that a child or other person for whom you are responsible 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 body present at the Racecourse.

14.7 Subject to statutory rights, the maximum sum for which the Operator shall be liable whether to you or any other person for whom you are responsible, for any loss or damage howsoever caused, shall be limited to the sum of £50.

15. Parking

15.1 All vehicles driven, parked or stored within the Racecourse and any land surrounding the Racecourse owned or controlled by the Operator, are driven, parked or stored at the owners risk and the Operator accepts no responsibility for such vehicles.

15.2 All vehicles must be driven with the utmost care whilst on the Racecourse and all vehicle drivers must comply with all instructions of duly authorised staff and other persons at the Racecourse. Vehicles must only be driven along routes and parked in areas specifically designated by the Operator.

15.3 We reserve the right to require that any vehicle be moved, or to move or cause to be moved any vehicle, if it is not parked in an area designated by the Operator or duly authorised person, or if it is considered by the Operator or duly authorised person to be obstructing or interfering with the passage of persons or vehicles or smooth operation of the Racecourse or if represents a safety hazard.

16. Abandoned or Delayed Racing and Other Events Affecting Racing

16.1 The Operator may, at any time, end its contract with you, or abandon or delay race fixtures and races due to unforeseen circumstances, weather or other reasons or in accordance with any applicable legal requirements (including those described in condition 1.7, above), directions from the British Horseracing Authority and any successor body, the police or other emergency services. Fixtures and races may also be delayed or abandoned in other circumstances beyond our reasonable control.

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

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

16.4 Save as set out in these Conditions, the Operator shall have no further liability or obligation in relation to any abandoned or delayed racing.

16.5 The Operator gives no warranties or representations that any race or race meeting will take place; nor does the Operator give any representation or warranty concerning the nature or quality of any race or meeting or event which may be held at the Racecourse.

16.6 Save to the extent set out in condition 14 above, the Operator shall not be liable to any Attendee for any failure or omission resulting from any event beyond its reasonable control such as, but not limited to force majeure, war, acts of terrorism, civil disturbance, any order or act of a governmental or regulatory body, fire, flood, severe adverse weather conditions, labour dispute, lock-out, disease, epidemic, pandemic, or other circumstances concerning the healthcare or well-being of humans and/or animals.

16.7 It is the 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. Notice may be given by email or via the Operator's websites.

17. 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 C**.

18. Payment Terms

Ticket prices are inclusive of VAT. The Operator reserves the right to charge VAT (or any other applicable tax or levy) on any other services supplied including sponsorship and corporate hospitality and to claim any VAT for which it may be liable. We reserve the right to deny entry to any person

who has not paid us in full for a ticket, badge or any other form of entry (including hospitality and package).

19. Evacuations

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

20. Enforcement

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

21. Law

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

22. Rewards4 Racing

22.1 All customers of the Operator will, on purchasing a ticket online or through our call centre, automatically (and free of charge) be enrolled in, and have the credit/debit card which they used to purchase the ticket(s) registered with, our loyalty programme - Rewards4Racing.

22.2 This will allow the Operators' customers to accumulate Reward Points by using their registered card when purchasing tickets online or through the call centre with the Operator, as well as at a number of other high street and online retailers (full details are available at www.rewards4racing.com). We will only be able to add points to your Rewards4Racing account if your orders are paid for by credit/debit card.

22.3 Should a customer of the Operator wish to opt out of Rewards4Racing, they may do so at anytime by emailing Rewards4Racing at admin@rewards4racing.com. Full details of the Rewards4Racingloyalty programme and the benefits offered are available on the rewards4racing.com website.

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

ANNEX A**DRESS CODE****(Condition 6)**

1. We may at our discretion implement a dress code for specific enclosures on race days and/or any other areas of the Racecourse. Where a particular dress code is required details will be set out on the plan your day page of the racecourse website.
2. If a dress code is in place, 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.
3. We reserve the right to refuse an Attendee access to any area of the Racecourse where a dress code is in force with which the Attendee is not complying.
4. If wearing fancy dress, please avoid offensive and inappropriate outfits, as anything deemed vulgar or derogatory may be refused entry.
5. Steer clear of wearing sports kits that show allegiance to a club. We reserve the right to refuse an Attendee access to any area of the Racecourse where clothing could be antagonistic.
6. If one of more of your group are refused entry, please note that no refund will be processed.

ANNEX B

ABANDONMENT OF RACING & REFUND CLAIMS

(Condition 16)

1. The Operator may at any time decide to end its contract with you, or abandon or delay racing (including race fixtures or individual races) due to circumstances beyond its reasonable control including but not limited to: -

- A. where so directed by the BHA (or any successor body), the police or emergency services or their respective servants or agents;
- B. where it is required to do so in accordance with applicable legal requirements, including those described in condition 1.7;
- C. in any emergency or other unforeseeable circumstances;
- D. as a result of weather or other circumstances beyond the reasonable control of the Operator.

2. In the event of racing being abandoned, refunds on badges or tickets purchased from the Operator shall be paid as set out below. No refunds shall be paid or payable except as set out below.

3. Racing:

3.1 Single day events:

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

3.2 Multiple race days:

Where your contract entitles you, as a minimum, entry into more than one race day or other multi day conference or event at the Racecourse, the Operator shall, in its absolute discretion, determine the refund due taking into account the relative value of the race days or part of the conference or event which has been cancelled or abandoned against the entire conference or event or, as applicable, all the race days available within the contract as a whole.

4. **No refunds shall be issued on the day of racing.** To obtain a refund, racegoers must follow the procedure below:

- (a) If tickets, badges or car park labels were purchased in advance (whether via the Operator's ticket hotline, website, by post, by Debit/Credit Card or otherwise) a refund will be made to the original payment method.
- (b) If Tickets, badges or car park labels were purchased in advance by any other means, or your card has expired for any reason, we will contact you regarding your refund.

(c) If tickets, badges were purchased on the raceday from the Operator, in order to obtain a refund Attendees should send their Ticket with full customer contact details within 28 days of the date of the race meeting to: Cheltenham Racecourse, Prestbury Park, Cheltenham, and Gloucestershire, GL50 4SH.

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

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

(e) Hospitality clients should contact us on 01242 537 653 or email us

at: cheltenhamhospitality@thejockeyclub.co.uk

ANNEX C

CUSTOMER CANCELLATION – REFUND POLICY

(Conditions 2 and 3)

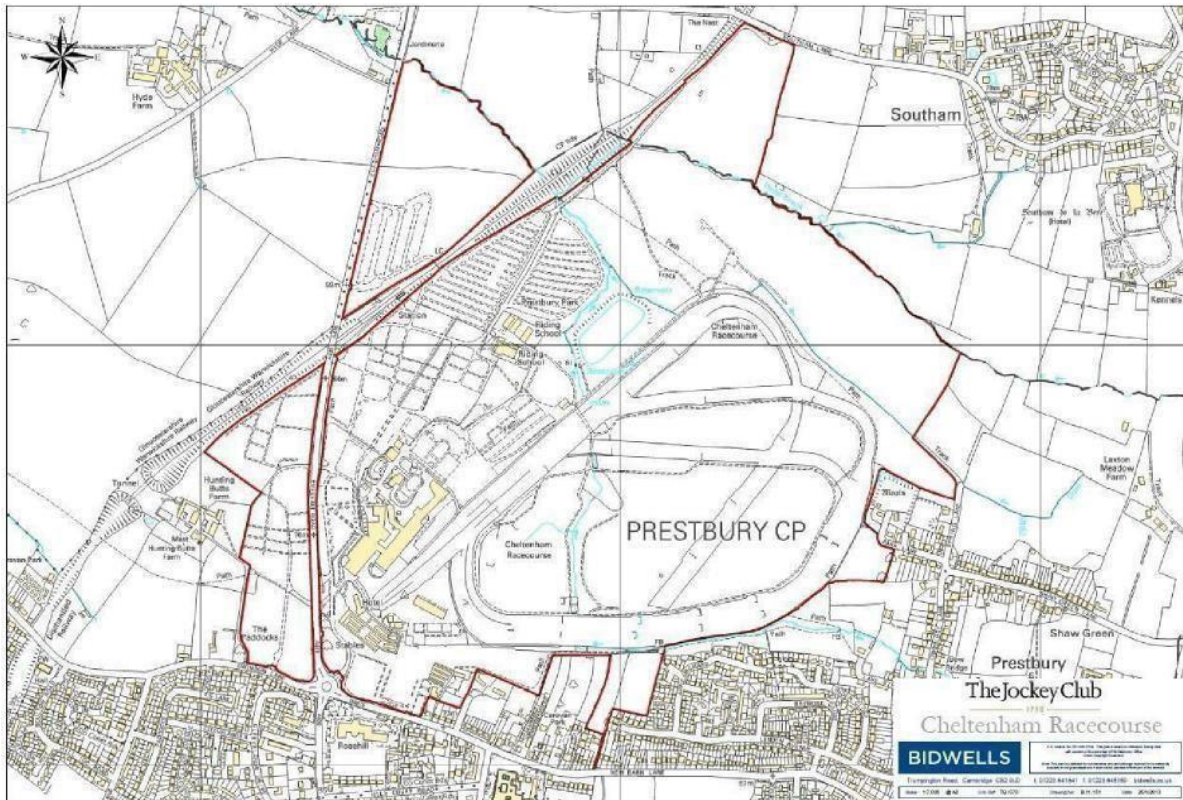
1. A customer who has purchased a “Ticket only” to a race day may request a refund of their Ticket in accordance with the following conditions.
2. (a) If we receive a request from the customer using the refund ticket portal on the Racecourse Website (see details below) 28 clear calendar days or more before the date on which the race meeting to which a ticket relates commences – if valid a refund will be given of 75% of the ticket price as stated on your ticket (excluding any booking fees and posting costs incurred by the customer which will not be refundable).

 (b) If we receive a request from the customer using the refund ticket portal (see details below) between 27 and 7 clear calendar days before the date on which the race meeting to which a ticket relates commences – if valid a refund will be given of 50% of the ticket price as stated on your ticket (excluding any booking fees and posting costs incurred by the customer which will not be refundable).

 (c) If we receive a request from the customer within 7 calendar days of the date on which the race meeting to which a ticket relates commences – no refund will be given.
3. The cancellation and refund rights under this policy apply solely to standard entry tickets for racing events at Cheltenham Racecourse only. They do not for example apply to the following tickets/contracts:
 - Packaged tickets
 - Annual memberships of any form
 - Group ticket bookings
 - Any package of any form which incorporates an entry ticket with any form of hospitality or catering such as Private Box Packages or Restaurant Packages
 - Tickets for non-racing events at our racecourses such as concerts and conventions.
4. PROCESS FOR OBTAINING YOUR REFUND FOR CHELTENHAM RACECOURSE TICKETS ONLY. To obtain a refund, racegoers should use the ticket portal:
www.ticketrefunds.thejockeyclub.co.uk

 Which handles refunds for Cheltenham Racecourse tickets only. If you do not have access to the internet or have a disability then you may request a refund form by calling 01242 513014.
5. Your request for a refund will be treated as received only when we have received a properly completed refund form and not on any earlier date.
6. Our decision on when a request for a refund is received shall be final.
7. A refund will then be processed in accordance with these Terms and Conditions and if valid the refund shall be returned to the customer accordingly as soon as reasonably possible.
8. Once validated: If your tickets were purchased via the ticket hotline, the internet or by post by Debit/Credit Card, a refund will be made to the original payment method.

9. Once validated: If your tickets were purchased by any other means, or your card has expired for any reason, we will contact you to arrange the refund.
10. Once a request for a refund has been submitted it cannot be withdrawn. Your Entry Contract will terminate and we will refuse entry to the Racecourse to any person presenting the applicable ticket.
11. No refund shall be given in respect of any unused part of any Ticket.
12. We accept no responsibility for lost or stolen Tickets. We are not obliged to replace lost or stolen Tickets. If we decide to replace a lost or stolen Ticket we may charge a replacement fee.

ANNEX D**RACECOURSE MAP****ALL DAYS EXCEPT DURING “THE FESTIVAL”**

ANNEX E**RACECOURSE MAP****ALL DAYS DURING “THE FESTIVAL”**