RACECOURSE GUIDANCE DOCUMENTS

GENERAL TERMS AND CONDITIONS OF ENTRY TO KEMPTON PARK RACECOURSE (ENTRY CONTRACT)

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TERMS AND CONDITIONS OF ENTRY TO KEMPTON PARK RACECOURSE – ENTRY CONTRACT

IMPORTANT - PLEASE READ

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

- **It is your responsibility to familiarise yourself with these Conditions.**
- These Conditions may also be referred to as Entry Contract.
    - These Conditions apply to all persons entering the Racecourse. If you attend the Racecourse in any capacity other than as a private individual, you must also agree to a set of Special Conditions, which will apply in addition to the Conditions. The Special Conditions are available on the website and at the main reception at the Hall of Fame entrance.
- If you do not understand or have any questions relating to these Conditions or any Special Conditions you should contact the Operator without delay for clarification.
- Every Attendee entering the Racecourse shall be deemed to have accepted all The Rules of Racing and shall do so subject to The Rules of Racing published by the British Horseracing Authority from time to time
- Entry to the Racecourse shall be at our discretion. We reserve the right to refuse entry to or expel any person from the Racecourse in accordance with these Conditions.
- Children under the age of 18 years must be accompanied by an adult.
- The use of recording or communications equipment (e.g. cameras, video cameras, mobile phones, tablets and laptops) is strictly regulated by these Conditions. You must not use or make available any photograph, video footage or any other race data for commercial purposes (whether or not you receive payment in return). Please see Condition 10.
- Our liability under these Conditions is limited. Please see Condition 14.
- We reserve the right to search you and your belongings at any time whilst you are at the Racecourse. If you refuse a request to search you or your belongings, we might require you to leave the Racecourse.
- You must not bring alcohol into the Racecourse, unless this is specifically permitted by the Operator. You can return the items to your car, or we will confiscate and dispose of any alcohol purchased off the premises. Please see Condition 9.

THE FOLLOWING CONDITIONS APPLY TO ALL ATTENDEES.

1. **The Effect of these Conditions and Variations**

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

1.2 Whilst these Conditions are intended to be comprehensive, Attendees are admitted to the Racecourse on the basis that they will comply with both the letter and the spirit of these Conditions.

1.3 All Attendees are permitted access to the Racecourse at our discretion and must conduct themselves on the Racecourse in accordance with all reasonable rules, requests and guidelines which we may publish and impose from time to time. We reserve the right to amend and supplement these Conditions by publishing additional and supplementary conditions and guidelines from time to time (**Variations**). Variations will be effective to vary these Conditions on such basis as we may stipulate and may be of permanent or temporary effect. We will take all reasonable steps to bring any Variations to your attention.

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

2.1 Badges, Privileged Access Swipe System (**PASS**) Cards, tickets and other entitlements (each a 'Ticket' for the purposes of these conditions) to enter the Racecourse shall only be purchased or allocated by an authorised source approved by the Operator.

2.2 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

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 Any Ticket obtained in breach of Condition 2.1 shall be void. Any person seeking to use a void Ticket may be refused entry to, or ejected from, the Racecourse without refund and may be subject to legal action.

2.4 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.

2.5 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, and/or the police.

2.6 These Conditions apply to all Attendees irrespective of whether or not an Attendee has paid for admission and whether or not an Attendee has been issued with a Ticket or other document or entitlement to enter the Racecourse.

2.7 These Conditions apply in addition to any other terms and conditions imposed on badgeholders, PASS Card holders or other entitlement that may have been issued or granted. These Conditions shall apply in preference to any conflicting provisions in such other terms and conditions.

2.8 No refund shall be given in respect of any unused part of any Ticket. (Abandonment details – see Condition 16)

2.9 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.

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

3. Lost or Stolen Badges and Tickets

We accept no responsibility for lost or stolen Tickets. We are not obliged to replace lost or stolen Tickets. If we decide to replace a lost or stolen Ticket we may charge a replacement fee to you.

4. Access

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

4.2 Unless we give specific permission, you are prohibited from entering the Weighing Room, the Stewards' Room, the Sampling Unit, the Racecourse Stables, the Judges' Box, the Winners' Enclosure, the Parade Ring, the Press Room, the Racecourse Data Collection Area 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 Children under the age of 12 are not allowed to enter the Winners' Enclosure or the Parade Ring under any circumstances.

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. Transfers will be subject to application at the Transfer Kiosk.

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 to refuse admission to or expel and/or ban any Attendee who, in our opinion:

(a) has breached or is likely to breach these Conditions;

(b) has or is likely to commit a criminal offence or otherwise do anything which is unlawful; and/or

(c) behaves or is likely to behave in an unacceptable or unruly manner or in a manner likely to cause offence to other Attendees,

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

5.2 You must follow the reasonable written and/or verbal instructions of safety stewards, other staff or officials and the police or other emergency services present at the Racecourse at all times.

5.3 In the interests of safety, or to check for items you are prohibited from bringing onto the Racecourse, we may request to conduct personal body searches of Attendees and/or search their personal belongings. We shall be entitled to refuse entry to or expel from the Racecourse any Attendee who refuses to comply with such a request.

5.4 The following items must not be brought onto the Racecourse: knives, 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 the safety of any person or animal present at the Racecourse, and/or be deemed a safety risk to the event. We shall be entitled to refuse entry to or expel and/or ban from the Racecourse any Attendee with such items in their possession.

5.5 The following are prohibited on the Racecourse:

(a) flags, banners and other articles and any behaviour which may distract or frighten the horses;

(b) unauthorised small unmanned aircraft, aerial systems or vehicles that have not been expressly authorised by the Operator in writing;

(c) any behaviour which may disrupt or impair the experience of other Attendees;

(d) climbing fences, stands or any other structures or buildings;

(e) throwing any object without lawful authority or excuse;

(f) obstruction of gangways, access ways, exits, entrances, stairways and similar places;

(g) damaging or defacing Racecourse property;

(h) smoking in any designated "No Smoking" areas; and

(i) any item which may be used for any marketing or promotional activity whatsoever which has not been expressly authorised by the Operator in writing.

(j) fancy dress into certain enclosures

(k) offensive clothing and slogans on the clothing that would be deemed inappropriate to others of different sex, age, race, religious beliefs and political slogans.

(l) drugs – illegal substances.

(m) furniture in any form, camping stools and other forms of seating not provided by the racecourse

5.6 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

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

6. **Dress Code**

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

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

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

(a) any unauthorised badge, ticket or racecard sellers or hawkers; and

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

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

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

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

8. **Betting**

You shall not lay bets or otherwise conduct any betting or gaming business whilst on the Racecourse unless we give you written permission to do so. You may place bets with those on-course bookmakers or other properly authorised betting businesses.

9. **Food and Drink**

You shall not take any food, drink, glass bottles or glasses onto any part of the Racecourse unless this is specifically permitted by the Operator. Anyone with special dietary requirements is advised to contact the racecourse beforehand to arrange a special dispensation on the ruling.

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 data relating to any race, fixture or other race-related activity at the Racecourse, unless you are expressly permitted to do so by Condition 10.4.

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

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

(b) any pictures of jockeys preparing for a race – including Weighing Room and Parade Ring;

(c) any race (either at the Racecourse or any other racecourse) – this includes either "live" or pictures from the on-course CCTV;

(d) any data relating to any race (either at the Racecourse or any other racecourse) – e.g. odds, Going, colours and colour changes, jockey changes, results; or

(e) any activities in integrity areas (i.e. areas with limited access to BHA Officials and designated staff at the Racecourse) – including Weighing Room, Judges Box, Stables and any area signed 'officials only'.

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

10.4 You may use mobile devices and point-and-shoot or compact cameras to capture images for your own private and domestic use (but you shall not use professional level 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 all copyright and other intellectual property rights in any unauthorised still, audio, visual, audio-visual coverage or other data shall be assigned to us on creation. If these Conditions are not sufficient to give effect to this assignment you will do all such things and execute all such documents as we may require to transfer ownership of those rights to the Operator.

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

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

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

11. Journalists, Publishing and Reporting

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

12. Media Coverage and recording for promotional purposes

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

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

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

13. Dogs

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

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

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

14. Loss or Damage

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

14.2 Attendees must accept that, by its very nature, attending race meetings is not without risk. Attendees must therefore remain vigilant and exercise a reasonable degree of caution and care for themselves and those around them at all times.

14.3 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, 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 a child in your care causes) to the Racecourse, any fixtures and fittings or goods or equipment owned by or in the possession of the Operator at the Racecourse and for any damage caused to the property of any other person or business present at the Racecourse.

15. Parking

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

15.2 All vehicles must be driven with the utmost care whilst on the Racecourse and all vehicle drivers must comply with all instructions of staff and other officials at the Racecourse. Vehicles must only be driven along routes and parked in areas specifically designated by the Operator. We reserve the right to require that any vehicle be moved, or to move any vehicle, if it is not parked in an area designated by the Operator or if it is otherwise obstructing the smooth operation of the Racecourse or represents a safety hazard.

16. Abandoned or Delayed Racing and Other Events Affecting Racing

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

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

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

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

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

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

16.7 It is 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.

17. **Payment Terms**

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

18. **Evacuations**

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

19. **Enforcement**

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

20. **Law**

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

21. **Rewards4 Racing**

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.

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.

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.

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

ANNEX A

Standard Dress Code Description

Kempton Park Racecourse does not currently publish a formal dress code, but requires Attendees to be appropriately dressed.

1. The Racecourse may at its 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.
2. The Racecourse reserves the right to vary the dress code at its discretion for specific on race days and /or any other of the Racecourse where a particular dress code is required.
3. The Racecourse reserves 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.

ANNEX B

ABANDONMENT POLICY & REFUND PROCEDURE
RACECOURSE REGULATIONS AND NOTICES

1. The Operator may abandon racing:-

    1. where so directed by the BHA, the police or emergency services or their respective servants or agents; or
    2. in any emergency or other exceptional circumstances beyond the reasonable control of the Operator

In the event of racing being abandoned, refunds on badges or tickets purchased will only be paid in the following circumstances:

Abandonment Policy & Refund Procedure

In the event of racing being abandoned, refunds on badges or tickets purchased will only be made in the following circumstances.

Racing:

(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

No refunds can be issued on the day.

To obtain a refund racegoers should follow the procedure below:

(a) If tickets, badges or car park labels were purchased in advance via the ticket hotline, the internet or by post, by Debit/Credit Card an automatic 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 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:

Kempton Park Racecourse, Sunbury-Upon-Thames, TW16 5AQ.

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

(d) Hospitality clients should contact us on 01932753518 or via London.hospitality@thejockeyclub.co.uk

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