TERMS AND CONDITIONS OF ENTRY TO LUDLOW RACECOURSE

PART I - GENERAL CONDITIONS 3
1. The Effect of these Conditions and Variations 3
2. Badges, PASS Cards and Other Entitlements to Enter the Racecourse 3
3. Lost or Stolen Badges and Tickets 3
4. Access 4
5. Conduct of Attendees 4
6. Dress Code 5
7. Unauthorised Trading, Advertising, Leafleting and other Commercial or Promotional Activity 5
8. Betting 5
9. Food and Drink 5
10. Use of Camera, Video, Computer and Telecommunications Equipment 6
11. Journalists, Publishing and Reporting 6
12. Media Coverage 7
13. Dogs 7
14. Loss or Damage 7
15. Parking 7
16. Abandoned or Delayed Racing and Other Events Affecting Racing 7
17. Payment Terms 8
18. Evacuations 8
19. Enforcement 8
20. Law 8
PART II - SPECIAL CONDITIONS 9
SPECIAL CONDITIONS A - PARTICIPANTS IN RACING 10
21. Scope of Special Conditions A 10
22. Applicable Conditions 10
SPECIAL CONDITIONS B - MEDIA CONTRACTORS AND LICENSEES 11
23. Scope of Special Conditions B 11
24. Your Rights 11
25. Third Party Media Agreements to Prevail 11
SPECIAL CONDITIONS C - PHOTOGRAPHERS 12
26. Scope of Special Conditions C 12
27. Special Conditions for Holders of Photographers' Accreditation 12
SPECIAL CONDITIONS D - PRESS 14
28. Scope of Special Conditions D 14
29. Special Conditions for Holders of Press Accreditation 14
SPECIAL CONDITIONS E - ON-COURSE BOOKMAKERS 16
30. Scope of Special Conditions E 16
31. Special Conditions for On-Course Bookmakers 16
SPECIAL CONDITIONS F - CONTRACTORS, TRADES AND EXHIBITORS 18
32. Scope of Special Conditions F 18
33. Entitlement to Carry on a Trade, Advertise, Distribute Leaflets and Conduct other Commercial or Promotional Activities 18
ANNEX 19
HRA Instructions Relevant to Media 19

TERMS AND CONDITIONS OF ENTRY TO LUDLOW IMPORTANT - PLEASE READ

- These Conditions apply to **ALL** persons (**Attendees / You**) entering the racecourse and grounds known as **Ludlow Racecourse (the Racecourse)**. These Conditions are issued by **Ludlow Race Club Ltd** (LRC **/ us**). Acceptance of these Conditions will result in a legally binding contract between you and us 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 (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.

- 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.

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

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 (**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 to enter the Racecourse are non-transferable. They may not be transferred, sold, offered for sale, coupled or bundled with any other product or services or used for any commercial or promotional purpose whatsoever without our consent (which we may withhold in our absolute discretion).

2.2 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.

2.3 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.

2.4 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.

2.5 No refund shall be given in respect of any unused part of any badge or other entitlement.

2.6 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.

2.7 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.

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 (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.

4.3 Children under twelve are not allowed to enter the Winners' Enclosure or the Parade Ring in any circumstances.

4.4 No badge, PASS Card, ticket or other entitlement guarantees access to the Racecourse or any area of the Racecourse.

4.5 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 Transfer points or Secretary's Office.

4.6 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 at any time and without prior notice to refuse admission to or expel any Attendee who, in our reasonable opinion:

5.1.1 has breached or is likely to breach these Conditions and any Variation (as described in Condition 1.3);

5.1.2 has or is likely to commit an offence or otherwise do anything which is unlawful; and/or

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

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:

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

5.6.2 any behaviour which may disrupt or impair the experience of other Attendees;

5.6.3 climbing fences, stands or any other structures or buildings;

5.6.4 throwing any object without lawful authority or excuse;

5.6.5 obstruction of gangways, access ways, exits, entrances, stairways and similar places;

5.6.6 damaging or defacing Racecourse property; and

5.6.7 Smoking in any designated "No Smoking" areas.

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.

6. Dress Code

Club Enclosure: A Smart Casual is to be adhered to in the Club Enclosure at All Meetings and Shorts & Sports Clothing are not permitted.

Grandstand & Paddock: Shorts and Sports Clothing are permitted at all meetings BUT Shirts must be worn at all times and brief Crop Tops are not allowed.

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 or it is considered that their dress is inappropriate.

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:

7.1.1 any unauthorised badge, ticket or racecard sellers or hawkers; and

7.1.2 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 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 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

Attendees are PROHIBITED from taking food, drink, glass bottles and glasses onto any part of the Racecourse except for any areas where this is specifically permitted by us. It is allowed to have picnics in the Public Car parks in the centre of the course. Barbeques are strictly FORBIDDEN.

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

Please note: Non-compliance with the following provisions may constitute a serious breach of these Conditions, as a result of which we may have the right to cancel and withdraw any badge, PASS Card, tickets or other entitlements issued to you. 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 Save as expressly permitted by these General Conditions and any Special Conditions, no Attendee may use any device, technology or communications system to capture, record, store, broadcast, transmit, make available or otherwise disseminate by digital or any other means any still (including photographic), audio, visual, audio-visual coverage or record of, or any data available at the Racecourse relating to, any race or any fixture at the Racecourse or any other British racecourse. The prohibition shall extend to any coverage or record in any form (including audio/visual and data) of any activity occurring on the Racecourse in addition to the running of any race itself including, without limitation, all activities involving the preparation of any horse or jockey for any race, the parading of any horse in the Parade Ring, any activity in the Weighing Room, the Stewards' Room, the Sampling Unit, the Racecourse Stable, the Judges' Box, the Winners' Enclosure and the Racecourse Data Collection Area.

10.2 Subject to the following Conditions, Attendees may use devices to capture still images (but not moving images or any audio) in the form of photographs or similar (**Stills**) for private and domestic use only. The following Conditions apply:

10.2.1 Photography on the racing surface is strictly forbidden.

10.2.2 Flash photography is strictly forbidden.

10.2.3 Attendees shall use Stills for private and domestic purposes only and no other purposes. In particular, no Attendee shall sell, licence, assign, syndicate, distribute or otherwise exploit or make available any Still for gain, profit or any commercial purpose whatsoever, nor shall any Attendee permit any person to do so on his or her behalf.

10.3 Save as expressly permitted by any Special Condition no Attendee may use any mobile telephone, computer or other device or telecommunications equipment or system to capture, store and/or distribute (whether by way of speech or the electronic transmission of any data in any form) any data or information concerning or relating to any race, fixture or other race-related activity at the Racecourse including but without limitation, and by way of example only, any information relating to runners and riders, conditions (including going and weather conditions), silk colours, weights, changes to racecards, betting odds (including on-course betting odds and other betting related information), starting information, in-race information, race results and the results of any enquiry.

10.4 By accepting these Conditions you agree that all copyright and other intellectual property rights in any unauthorised Still, audio, visual, audio-visual coverage or collation of data shall be assigned to us. To the extent that 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 from time to time to give effect to such assignment.

10.5 Save as expressly permitted by any Special Condition Attendees may 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.

10.6 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 10 or any person associated with such an Attendee.

11. Journalists, Publishing and Reporting

Without prejudice to Condition 10, 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

All Attendees 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 may appear in such coverage. Accordingly, Attendees shall have no right to object to their inclusion in any such coverage. Each Attendee will give any additional consents or waivers required for the unrestricted lawful use of any coverage (if any) without request for payment or imposing any other conditions.

13. Dogs

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

13.2 Dogs are permitted in the Course Car Parks but they must be kept on leads at all times and must not be allowed to foul anywhere on the Racecourse. Whilst any race is in progress Dogs MUST be in vehicles.

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. The Racecourse accepts no responsibility for the theft or other loss or damage to Attendees' property.

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 Condition 14.4, we shall not be liable for any direct loss arising out of any breach by us of these Conditions where such loss was not reasonably foreseeable by us; nor shall we have any 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.

14.5 Nothing in these Conditions shall affect the statutory rights of any Attendee attending a race meeting as a consumer.

15. Parking

All vehicles parked or stored within the Racecourse are parked at the owners risk and the Racecourse accepts no responsibility for such vehicles.

16. Abandoned or Delayed Racing and Other Events Affecting Racing

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

16.2 In the event of any fixture being abandoned the refund policy is as follows:

Abandonment before the completion of the first race: A Full Refund

Abandonment before completion of the third race: A 50% Refund

Abandonment after third race: NO REFUND.

Refunds cannot be made on the day and must be claimed within 28 days of the meeting

16.3 In the event that a refund is due to an Attendee pursuant to the Racecourse policy, they should send their badge/ ticket with full address details, within 28 days of the date of the race meeting to:

Ludlow Race Club Ltd, Bromfield, LUDLOW, Shropshire, SY8 2B

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.

17. Payment Terms

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.

18. Evacuations

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

19. Enforcement

We will use our discretion in deciding when to enforce these Conditions. The nature and complexity of racecourse operations means that we are unlikely to enforce these Conditions in every instance in which there is a breach. However, notwithstanding this we nonetheless reserve the right to enforce (without limitation whether by taking practical steps and/or bringing legal proceedings) in every instance where we deem it appropriate. No failure or delay to enforce, or decision by us not to enforce, should be construed as a waiver of our right to do so.

20. Law

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

21. Scope of Special Conditions A

21.1 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 BHB and HRA officials, racehorse owners, trainers, jockeys, 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**).

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

22. Applicable Conditions

22.1 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.

22.2 Where appropriate, your PASS Card and/or badge will entitle you to access to the Racecourse's owners' and trainers' facilities, 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.

22.3 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

23. Scope of Special Conditions B

23.1 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**).

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

23.3 Subject to any special conditions that may be agreed in any Third Party Media Agreement 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.

24. Your Rights

24.1 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.

24.2 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.

24.3 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.

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

25. 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

26. **Scope of Special Conditions C**

26.1 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.

26.2 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.

26.3 Without prejudice to Condition 26.2, these Special Conditions C apply whether or not an Authorised Photographer holds a badge, PASS Card or other entitlement to enter the Racecourse.

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

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

27.1.1 **Internet** means the global network of computer systems using TCP/IP protocols known as the world wide web.

27.1.2 **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.

27.1.3 **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.

27.1.4 **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).

27.2 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.

27.3 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.

27.4 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.

27.5 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.

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

27.7 Authorised Photographers will only Publish Photographs:

27.7.1 in a Newspaper or News Magazine; or

27.7.2 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:

(a) the reduction of any Photograph to hard copy form; and/or

(b) 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.

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

SPECIAL CONDITIONS D - PRESS

28. Scope of Special Conditions D

28.1 These Special Conditions D apply to all Attendees except on-course bookmakers' representatives who hold press badges or other entitlements to enter British racecourses allocated by or on behalf of the RCA (**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.

28.2 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.

28.3 Without prejudice to Condition 28.2, these Special Conditions D apply whether or not an Authorised Press Attendee holds a badge, PASS Card or other entitlement to enter the Racecourse.

29. Special Conditions for Holders of Press Accreditation

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

29.1.1 **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.

29.1.2 **Internet** means the global network of computer systems using TCP/IP protocols known as the world wide web.

29.1.3 **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.

29.1.4 **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.

29.1.5 **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 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.

29.3 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.

29.4 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.

29.5 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.

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

29.7 Authorised Journalists will only Publish Articles:

29.7.1 in a Newspaper or News Magazine; or

29.7.2 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:

(a) the reduction of any Article to hard copy form; and/or

(b) 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.

29.8 Authorised Journalists will not Publish:

29.8.1 "live text coverage" (or similar) of any race or fixture or any other activity at the Racecourse; or

29.8.2 any statistics or other information for commercial exploitation (including but not limited to any of those items of racing data referred to in Condition 10.3).

29.9 Authorised Journalists are not permitted to take photographs or make other visual records of any race, fixture or other activity at 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.

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

29.11 Authorised Journalists should not use the Press Room or other press facilities when not working. Only Authorised Journalists may enter the press room. No associates or family members may be brought into the Press Room.

29.12 Smoking is prohibited in the Press Room.

SPECIAL CONDITIONS E - ON-COURSE BOOKMAKERS

[PLEASE NOTE: These Special Conditions E will be brought into force by us giving at least thirty (30) days' notice (following further consultation where appropriate). The date on which these Special Conditions E will come into force may be different to the date on which the other Conditions will take effect. Any delay in bringing these Special Conditions E into force shall not affect the other Conditions taking effect. Please check with the Racecourse Office if you have any questions or wish to confirm whether or not these Special Conditions E are in force.]

30. **Scope of Special Conditions E**

30.1 These Special Conditions E are based on the current law and regulations in relation to the activities of on-course bookmakers. These Special Conditions E will be revised following the introduction of the Gambling Act 2005 and the disbandment of the NJPC.

30.2 These Special Conditions E apply to all Attendees who are involved in any bookmaking activities on the Racecourse (**Bookmakers**). Only those Attendees who are authorised bookmakers appearing on the NJPC Badge Box List will be granted access as Bookmakers. However, these Special Conditions E apply not only to named licensed bookmakers but to Bookmakers' assistants and other personnel authorised by the NJPC to be involved in on-course bookmaking. **Bookmakers** shall be construed accordingly.

30.3 These Special Conditions E apply whether or not a Bookmaker holds a badge, PASS Card or other entitlement to enter the Racecourse.

31. **Special Conditions for On-Course Bookmakers**

31.1 Bookmakers must comply with the following:

31.1.1 the National Joint Pitch Rules as issued by the NJPC from time to time;

31.1.2 The Orders and Rules of Racing; and

31.1.3 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,

(together, **Applicable Rules**) and we shall be entitled to refuse admission to, or to expel, any person who has breached, or whom we reasonably believe is likely to breach, any of the foregoing.

31.2 We shall be entitled to issue supplementary rules and guidelines from time to time relating to the activities and conduct of Bookmakers on the Racecourse provided that these do not conflict with any Applicable Rules. Any such rules or guidelines shall come into effect upon reasonable notice from us and shall take effect as if part of these Special Conditions E.

31.3 All Bookmakers granted access to the Racecourse under these Special Conditions E 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 E who does not produce satisfactory evidence of such insurance on demand or within such period as we may determine.

Conditions 31.4 and 31.5: Please note that the following Conditions 31.4 and 31.5 are subject to Condition 31.6

31.4 Use by Bookmakers of any telecommunications systems, computers or other electronic devices whether in connection with the business of bookmaking or for any other purpose, is prohibited without our prior approval. This requirement for approval extends to the use of any third party or public wired, wireless or other electronic communications network. Any approval which we give in connection with the use of any such equipment, systems or networks may be subject to such conditions as we may determine from time to time including limitations on the duration of such approval and the areas of the Racecourse in which the use of such equipment, systems or networks may be permitted. No approval shall be valid for the purposes of this Condition 31.4 unless in writing.

31.5 In addition to the restriction contained in Condition 31.4, Bookmakers may not participate in any arrangement or scheme for the collation, processing and distribution of any data for the purposes of generating the Starting Price or any fixed odds betting shows or otherwise without our prior written approval.

31.6 It is our intention that from time to time we will grant, amend and withdraw general approvals permitting any Bookmaker to use specified equipment, systems and networks in order to facilitate the orderly commercial operation of Bookmakers' on-course activities (**General Approvals**). We will publish all General Approvals and any change or withdrawal of any General Approval and all new General Approvals, amendments or withdrawals shall take effect on reasonable notice from us.

31.7 Any consent or approval which you may have to obtain from us under these Special Conditions E shall be in addition to any consent or approval you may be required to obtain from the NJPC or any other person. No consent or approval given by the NJPC or any third party shall constitute consent from us for these purposes.

31.8 As between us and any Attendee admitted under these Special Conditions E, in the event of any conflict between these Conditions, the NJPC National Pitch Rules and the Levy Board Certificate of Approval these Conditions shall prevail.

SPECIAL CONDITIONS F - CONTRACTORS, TRADES AND EXHIBITORS

32. **Scope of Special Conditions F**

32.1 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 7.

32.2 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.

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

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

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

33.2 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.

33.3 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.

33.4 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.

33.5 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.

33.6 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.

33.7 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.

Published by Ludlow Race Club Ltd April 2007

ANNEX

HRA Instructions Relevant to Media

1. The attention of all Members of the Media is drawn to the HRA 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 HRA 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 Jockey Club: 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 Jockey Club 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 Jockey Club 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 Jockey Club. A protocol for its use will then be developed by the Jockey Club 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, Jockey Club 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.