

TERMS AND CONDITIONS

1. Username and password: You may be required to register as a user of the Site to be able to access certain areas of the Site. In such a case, you will need to provide a username and password when doing so. You must ensure that you keep your username and password secret and that you do not disclose them to anyone as you will be responsible for all activities which occur under your username and password. It is your responsibility to notify us immediately of any unauthorised use of your username or password or any other breach of security as soon as you become aware of it.

2. Privacy: Your personal information will be used in accordance with our privacy policy.

3. Code of conduct: You agree that you are responsible for everything that you transmit to the Site and you agree not to and warrant, represent and undertake that you will not:

- (i) use any bulletin boards or discussion forums for any commercial purpose;
- (ii) use the Site in any way that will violate or infringe any laws or regulations of any jurisdiction or the rights of any person, nor post, submit or upload or otherwise transmit or publish content or information, or participate in any form of discussion, which is unlawful, harassing, libellous, defamatory, abusive, threatening, harmful, vulgar, obscene, profane, sexually oriented or pornographic, racially offensive or which otherwise includes objectionable material;
- (iii) post, submit or upload or otherwise transmit or publish content or information which you do not have the right to use or which contains advertising of any kind, or transmit to the Site any material containing software viruses or files designed to damage or disrupt or corrupt data or the good working order of any computer or telecommunications equipment; or
- (iv) impersonate any other person or entity whilst using the Site.

We will be entitled at our discretion to remove anything which is transmitted to, from or via the Site or posted on the Site which, in our opinion, is objectionable or does not comply with these terms and conditions in any way. We will not be liable for doing this. However, for the avoidance of doubt, we will not be required to monitor use of or access to the Site generally.

4. Availability and Access: We have taken reasonable care in the preparation of the Site. However, we cannot guarantee that you will have uninterrupted access to the Site at all times and we reserve the right to suspend the Site at any time, without notice or liability. We reserve the right in our absolute discretion to monitor, suspend, revoke or otherwise limit access to this Site at any time.

Access to this Site and the information on the Site is not directed at any person in any jurisdiction where (by reason of that person's nationality, residence or otherwise) it is prohibited to access the Site or direct such information for any reason. If you are a person in a jurisdiction in which such prohibitions apply, you must not access this Site.

5. Amendments: We may delete or update any information on the Site, add material or amend, alter, redesign or change anything contained on the Site at any time, without notice and without any liability to any person. We shall have no responsibility for ensuring that the

Site is kept up to date.

We reserve the right to amend these terms and conditions without notice to you from time to time. Any such amendment shall be effective once the revised terms and conditions have been posted on the Site, and it shall be your responsibility to check these terms and conditions for any such amendments.

6. Information on the Site: The information on the Site has been included in good faith for general informational purposes only, and is subject to change without notice. Nothing contained in any part of this Site constitutes legal, investment, tax or other advice, nor should it be relied upon in making an investment or other decision or for any other specific purpose and no undertaking, representation or warranty (express or implied) is given as to its accuracy, reliability or completeness.

We have made reasonable efforts to ensure that all information on the Site is accurate at the time of inclusion, however, there may be errors in such information for which we apologise but shall have no liability. We cannot guarantee that any information displayed on the Site has not been changed or modified through malicious attacks or “hacking”.

We have included certain material on the Site which has been produced, provided or written by third parties. Such material is provided for information purposes only and should not be taken to represent the opinions, beliefs or views of The Jockey Club or any of its holding, subsidiary or sister companies, employees, directors or officers.

7. Ownership of Materials on the Site: The Jockey Club or its affiliates or licensors are, unless otherwise stated, the owners of all copyright, database and other intellectual property rights in the Site and its contents, with all rights reserved. This includes, without limitation, copyright and other intellectual property rights in the videos, presentations, documents, graphic images, buttons, layout and text contained on or in this Site.

You may not publish, distribute, extract, re-utilise, or reproduce any part of the Site in any form (including photocopying or storing it in any medium by electronic means) other than (i) as specifically permitted by applicable law, and (ii) by making copies as part of any necessary incidental acts during your viewing of the Site or for solely educational purposes. In particular, you shall not incorporate any material from this Site or any part of the Site in any other commercial work or publication, whether in hard copy or electronic or any other form and no part of a page from this Site may be distributed or copied for any commercial purpose.

All brand, product and service names, logos and images used in this Site are the property of The Jockey Club or its affiliates or licensors, unless otherwise stated, with all rights reserved. You may not distribute products or offer services under or by reference to or otherwise use or reproduce any of the trade marks, trade names or service marks on this Site without the prior written permission of The Jockey Club or, where applicable, the owner of such trade marks, trade names or service marks.

8. Contributions to the Site: Where you are invited to submit any contribution to the Site (including any text, photographs, graphics, video or audio) you agree, by submitting your contribution, to grant The Jockey Club a perpetual, royalty-free, non-exclusive, sub-licensable right and licence to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, play, make available to the public, and exercise all copyright and publicity rights with respect to your contribution worldwide and/or to incorporate your contribution in other works in any media now known or later developed for the full term of any rights that may exist in your contribution, and in accordance with privacy restrictions set out in our privacy policy. If you do not want to grant to The Jockey Club the rights set out above, you should not submit your contribution.

Further to the above, by submitting your contribution to the Site, you:

- warrant, represent and undertake that your contribution;
 - (i) is your own original work and that you have the right to make it available to The Jockey Club for all the purposes specified above and on the terms above;
 - (ii) is not defamatory; and
 - (iii) does not infringe any law.
- agree to indemnify and hold harmless The Jockey Club and its affiliates against all legal fees, claims, liabilities, damages, costs, losses and other expenses that may be incurred or suffered by The Jockey Club or its affiliates as a result of your breach of the above warranty, representation and undertaking; and
- waive any moral rights in your contribution for the purposes of its submission to, and publication on, the Site and the purposes specified above.

9. External Links: The Jockey Club is not responsible for the content of external websites. This Site may include links to other websites from time to time. When you access certain links in this Site you may leave the Site. These links are provided for your convenience. External websites are not part of this Site and we do not endorse or accept any responsibility for the content of those websites (nor the products or services on them), are not responsible for the availability of the websites and will not be liable in any way for any loss or damage which you may suffer by using those websites. If you decide to access linked websites you do so at your own risk.

10. Disclaimer of Warranties and Liability: This Site is provided “as is” and your access and use of it is at your own risk. To the fullest extent permitted by law, The Jockey Club makes no representations, undertakings or warranties about the content of and information provided through this Site, including any hypertext links or any other items used either directly or indirectly from the Site. The Jockey Club accepts no liability for any inaccuracies or omissions in the Site and any decisions based on information contained in the Site are your sole responsibility.

To the fullest extent permitted by law all representations, warranties and undertakings (express or implied) in respect of the Site and the content of and your use of the same are excluded. In particular, but without limitation, we do not warrant that the Site or any videos, software, information or material available on or downloaded from the Site will be free from

errors, faults, viruses, other computer or data corrupting or data-damaging material or defects, compatible with your equipment or fit for any purpose.

11. Liability: Except in the case of fraud, death or personal injury caused by our negligence or other cases where by law liability cannot be excluded or limited, we exclude all liability to you in respect of your use of this Site or any information or other content obtained either directly or indirectly from this Site, whether in contract, tort, negligence, misrepresentation or otherwise.

We shall have no liability for any loss of profit, business opportunity, goodwill, anticipated savings or data, special, indirect, incidental or consequential loss or damages of whatsoever kind resulting from the use of this Site or any information or other content obtained either directly or indirectly from this Site, whether in contract, tort, negligence, misrepresentation or otherwise.

You shall be liable to us for any loss, liability or cost we (or any of our affiliates) suffer as a result of your use of this Site or any breach of these terms and conditions. By using this Site you agree to indemnify and hold harmless The Jockey Club and its affiliates against all legal fees, claims, liabilities, damages, costs, losses and other expenses that may be incurred or suffered by The Jockey Club or its affiliates as a result of your use of the Site or breach of these terms and conditions.

12. Other Terms and Conditions: Please note that additional terms and conditions may apply to specific sections of the Site. These will be drawn to your attention where applicable. In particular, specific provisions will apply to products and services purchased and ordered via the Site. These will be drawn to your attention where applicable.

13. Applicable law: These terms and conditions are governed by and will be construed in accordance with the laws of England and Wales. Any disputes arising under or in connection with these terms and conditions shall be subject to the non-exclusive jurisdiction of the English courts.

14. General: Any failure by us to exercise any right or remedy under these terms and conditions or at law does not constitute a waiver of that right or remedy or a waiver of any other rights or remedies. No single or partial exercise of a right or remedy under these terms and conditions or at law prevents further exercise of the right or remedy or the exercise of any other right or remedy. If a competent court of law or authority finds that any part of these terms and conditions are invalid, unlawful or unenforceable to any extent, we shall delete the relevant part from the terms and conditions and the remainder of the terms and conditions shall continue to be valid and enforceable to the fullest extent permitted by English law.

Twitter competition terms and conditions

1. The promoter of this competition is The Jockey Club ("The Jockey Club") 75 High Holborn, London, WC1V 6LS.

- 2.** Entry to the competition implies acceptance of these terms and conditions.
- 3.** No entries will be accepted from commercial organisations or entities, or if entries are sent via agencies or third parties.
- 4.** The Jockey Club will not accept responsibility for entries that are not received.
- 5.** Any material or content submitted as part of your entry may only appear on any website owned or controlled by The Jockey Club at the discretion of The Jockey Club.
- 6.** Your entry must be received by 6pm on the closing date stated in the competition details. Incomplete entries or those not received by the above deadline will be disqualified. No responsibility will be accepted for late or corrupted entries due to failures of the Internet or otherwise. Proof of sending is not proof of receipt.
- 7.** By entering the competition, you hereby warrant that all the information submitted by you in your application is true.
- 8.** Prize winners will be notified using the e-mail address that they provide to The Jockey Club. The notification e-mail will provide details of how and when the winners can claim their prize. In the event that The Jockey Club does not receive a reply from any of the winners within the time specified in their notification, such winner or winners will forfeit their right to the prize.
- 9.** No correspondence will be entered into in respect of this promotion except with the prize winners.
- 10.** The names of the prize winners will be published on Twitter. Prize winners may be asked to participate in publicity.
- 11.** Any personal information that is provided by applicants to The Jockey Club will be dealt with in accordance with our privacy policy.
- 12.** Prizes are not transferable and cannot be resold, given away as a prize or substituted for a cash alternative.
- 13.** Prizes may be subject to change. The Jockey Club reserves the right to substitute the prize at any time.
- 14.** In the event of any dispute regarding the rules, conduct or the results of any competition, the decision of The Jockey Club shall be final.
- 15.** The Jockey Club reserves the right to disqualify any applicant if it has reasonable grounds to believe the applicant has breached any of these terms and conditions.

16. The Jockey Club will not provide accommodation or transport to or from any prize relating to the competition.

17. The Jockey Club reserves the right to cancel or amend the terms of this competition at anytime without prior notice. Any changes will be posted on this page.

18. By uploading material or content, a thumbnail and/or link to your material or content to this site, you confirm that you own all the necessary rights to do so. The Jockey Club or anyone working for or on behalf of The Jockey Club will not be held responsible for any infringement of copyright.

19. The Jockey Club will review and moderate all material and/or content before it gets added to our website or reproduced by us elsewhere. This is to prevent racist, homophobic or otherwise offensive material from appearing on our site. However, The Jockey Club or anyone working for or on behalf of The Jockey Club will not be held responsible for any material or content deemed offensive.

20. The terms and conditions of this competition shall be governed by the laws of England. Any disputes arising out of or in connection with these terms shall be subject to the non-exclusive jurisdiction of the English Courts.