

CHELTENHAM RACECOURSE WHITE RAIL CHARITY AUCTION TERMS AND CONDITIONS

1. By entering the Cheltenham Racecourse White Rail Charity Auction at Cheltenham Racecourse (the "Auction"), the terms and conditions (as defined below), entrants agree to be bound by these Rules and your attention is specifically drawn to the conditions No. 10, No.11, No.13, and No. 20.
2. In the event of any dispute regarding the Rules, conduct, results and all other matters relating to the Auction, the decision of Cheltenham Racecourse shall be final and no correspondence or discussion shall be entered into.
3. The Auction will be for approx. six yards of Cheltenham rail from the old course with the top two bids being awarded. To qualify to enter the Auction, you must be resident in the United Kingdom.
4. The Auction is open to those aged 18 and over. Cheltenham Racecourse assumes that by reading the publication or by using the website and entering the Auction (and you warrant that) you are aged 18 or over.
5. Employees of Cheltenham Racecourse or any associated company of Cheltenham Racecourse, their immediate families, persons connected with the Auction are not able to enter the Auction.
6. By entering the Auction, you hereby warrant that all information submitted by you is true, current and complete. Cheltenham Racecourse reserves the right to verify the eligibility of all entrants.
7. Cheltenham Racecourse reserves the right to disqualify any entrant if it has reasonable grounds to believe the entrant has breached any of the Rules.
8. Entrants may bid in the Auction multiple times if they wish. Their highest bid will be taken.
9. To enter the Auction, entrants must submit their bid via Survey Monkey with the requested details.
10. Entries to the Auction will be open from 12pm Monday 11th June 2018.
11. Entries to the Auction must be made by the closing time of 12pm on Friday 15th June 2018. Failure to do so will disqualify the entry.
12. Prize winners will be contacted via email or telephone on the closing day of the Auction, Friday 15th June 2018.
13. Full payment for the rail will be expected upon collection of the rail.
14. Winners are expected to collect their prize in person, or arrange for collection. Cheltenham Racecourse will not be held responsible for the delivery of prizes, or any loss or damages which may be made in transit.
15. The highest bid will be donated to The Injured Jockeys Fund
16. The second highest bid will be donated to Racing Welfare.
17. The winners will be selected by the highest two bids in pound sterling.

18. Auction prizes are non-transferable and there is no cash alternative. Cheltenham Racecourse reserves the right to substitute prizes of equal or greater value at any time.
19. Auction prizes are awarded at the discretion of Cheltenham Racecourse and no prizes will be awarded as a result of improper actions by or on behalf of any entrant.
20. The White Rail Charity Auction will only accept entries made via <https://www.surveymonkey.co.uk/r/CheAuction>
21. All bids must be ensured that they are able to be fulfilled as you will be expected to pay this upon collection of the rail.
22. Bidders shall not, under any circumstances whatsoever, sell or transfer their rail to any other person(s). Selling or transferring the rail includes, but is not limited to, selling and/or distributing on any website including any auction site whether it is operated by a third party or by a prize winner. Should the prize winner sell or attempt to sell any rail, the prize winner agrees to repay the full market value of the prize to Cheltenham Racecourse who will in turn transfers funds to Racing Welfare and The Injured Jockeys Fund.
23. Your Auction entry and any information submitted by you must be personal to and relate specifically to you. You hereby warrant that your entry and all information which you submit and/or distribute will not infringe the intellectual property, privacy or any other rights of any third party, and will not contain anything which is libellous, defamatory, obscene, indecent, harassing or threatening. If relevant, Cheltenham Racecourse reserves the right, but not the obligation, to screen, filter and/or monitor information provided by you and to edit, refuse to distribute or remove the same.
24. Cheltenham Racecourse cannot accept any responsibility for any damage, loss, injury or disappointment suffered by any entrant entering the Auction or as a result of accepting any prize. Cheltenham Racecourse is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment or software, failure of any email or entry to be received on account of technical problems or traffic congestion on the Internet, telephone lines or at any web site, or any combination thereof, including any injury or damage to entrant's or any other person's computer or mobile telephone related to or resulting from participation in the Auction. Nothing shall exclude Cheltenham Racecourse's liability for death or personal injury as a result of its negligence.
25. Any personal data relating to entrants will not be disclosed to a third party without the individual's consent. Please see the Cheltenham Racecourse Data Protection Notice and Cookie Policy for further details.
26. Data relating to entrants of the Auction will be retained by Cheltenham Racecourse for a reasonable period after the Auction closes to assist Cheltenham Racecourse to operate Auctions in a consistent manner and to deal with any queries in the Auction.
27. The Auction will be governed by English law and any disputes will be subject to the exclusive jurisdiction of the courts of England. Where the site and/or the Interactive Services are accessed from Scotland or Northern Ireland, this Agreement shall be governed by the laws of Scotland or Northern Ireland respectively and you hereby submit to the exclusive jurisdiction of the Scottish courts or the courts of Northern Ireland respective.