

COMPETITION/PRIZE DRAW TERMS AND CONDITIONS

1. These terms and conditions together with any specific rules set out in Competition Notices (as defined below) are the Competition Rules ("**Rules**") and apply to competitions ("**Competition**") featuring in any Cheltenham Racecourse, Cheltenham, Gloucestershire GL50 4SH publication, **Internet site or appearing in marketing material** unless otherwise expressly stated. By entering a Competition, entrants agree to be bound by these Rules.
2. Rules specific to each Competition are displayed in a notice on the page for such Competition ("**Competition Notice**") or in a notice in which the Competition appeared and are incorporated into the Rules. In the event of discrepancy between these terms and conditions and the Competition Notice, the Competition Notice shall prevail.
3. Cheltenham Racecourse, Cheltenham, Gloucestershire GL50 4SH reserves the right to cancel or amend the Competition or the Rules without notice in the event of a catastrophe, war, civil or military disturbance, act of God or any actual or anticipated breach of any applicable law or regulation or any other event outside Cheltenham Racecourse reasonable control. Any changes will be posted either within these terms and conditions or the Competition Notice. A copy of the Rules may also be obtained by contacting the relevant Promotions department of the publication in which the competition appeared.
4. In the event of any dispute regarding the Rules, conduct, results and all other matters relating to a Competition, the decision of the judge(s) shall be final and no correspondence or discussion shall be entered into.

Qualifying Entrants

5. To qualify to enter the Competition you must be resident in the United Kingdom, Republic of Ireland and/or the Isle of Man. The address you provide with your competition entry ("**Entry**") may be used to send any prizes so please make sure this is correct.
6. Employees of Cheltenham Racecourse or any associated company of Cheltenham Racecourse and their immediate families, persons connected with the competition/prize draw and their immediate families i.e. prize sponsors, newsagents, wholesalers & their agents are not eligible to enter the Competition.
7. Additional eligibility requirements may apply to a specific Competition, e.g. a valid passport, visas and/or driver's licence will be required if the Competition prize includes travel outside the United Kingdom and/or car hire.



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8. By entering the Competition, 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.

9. Cheltenham Racecourse assumes that by reading the publication or by using the website and entering the Competition (and you warrant that) you are aged 18 or over or, if you are under 18, that your parents have consented to your entry into the Competition and these Rules.

10. Cheltenham Racecourse reserves the right to disqualify any entrant if it has reasonable grounds to believe the entrant has breached any of the Rules.

11. In the event that any entrant is disqualified from the Competition, Cheltenham Racecourse in its sole discretion may decide whether a replacement should be selected. In this event, any further entrant will be selected on the same criteria as the original entrant and will be subject to these Rules.

Competition Entries

12. Only one entry per person per Competition is allowed (except where the Competition Notice states that more than one entry can be submitted) and any entrant who enters more than the permitted maximum will be disqualified. **Unless otherwise indicated photocopies of entry coupons are not accepted.** Where a winner has been selected and Cheltenham Racecourse discovers or has reasonable grounds to believe the winner has made more than one Entry, Cheltenham Racecourse reserves the right to select an alternative winner. Any further winner will be selected on the same criteria as the original winner and will be subject to these Rules.

13. Competition entries must be made in the manner and by the closing date specified on the Competition Notice. Failure to do so will disqualify the entry.

14. Only one entry per person will be accepted. If it becomes apparent that a participant is using a computer(s) to circumvent this term by, for example, the use of 'brute force', 'script' or any other automated means, that person/those e-mail addresses will be disqualified and any prize award will be void.

15. There is no purchase requirement to enter an online Competition. There is no charge to register with a Cheltenham Racecourse website if registration is required as part of the entry process. Cheltenham Racecourse wide competitions may charge premium rate only entry and may not offer a free entry route.

16. Where an offer is made for participation in a Competition involving a premium rate telephone call (where charges are a minimum of 50 pence in addition to the

standard network charge), the Competition Notice will include details of the charge and any other guidance to which Cheltenham Racecourse must include in compliance with Phonepayplus rules. Where entry to a Competition is by premium rate service, a free entry route may also be provided at the discretion of the relevant Cheltenham Racecourse publication.

17. Proof of posting or emailing cannot be accepted as proof of delivery. Cheltenham Racecourse cannot accept responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, alteration of, or unauthorised access to Entries, or Entries lost or delayed whether or not arising during operation or transmission as a result of server functions, virus, bugs or other causes outside its control.

18. Entrants should note that unless stated otherwise, Cheltenham Racecourse does not accept responsibility for the return of any Entries, including those consisting of artistic or other material.

Prizes

19. Prize winners will be chosen at random, unless specified otherwise in the Competition Notice, from all qualifying Entries within 28 days of the closing date specified in the Competition Notice. In all matters, the decision of the judge(s) shall be final and no correspondence or discussion shall be entered into.

20. Prize winners will be notified in the manner and within the time specified on the Competition Notice. Return of any prize notification as undeliverable or failure to reply as specified in the notification (and within the time stated) may result in disqualification and selection of an alternate winner. If more than one prize is awarded only one prize per entrant will be awarded. Competition winner(s)' names may be published in the Cheltenham Racecourse publication in which the competition appeared and on the relevant publication's website.

21. Claims for prizes must be made in the manner and within the time specified on the Competition Notice. Failure to claim a prize within this time or in the manner specified may result in disqualification and selection of an alternate winner.

22. 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.

23. 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.

24. Where a prize may not be appropriate for a younger contestant, the minimum age for entry will be stated in the Competition Notice and must be observed. Cheltenham Racecourse reserves the right to request written proof of age of any winner.

25. All taxes, insurances, transfers, spending money and other expenses (including meals or personal expenses upgrades etc.) as the case may be, unless specifically stated, are the sole responsibility of the prize winner.

26. Prize winners shall not, under any circumstances whatsoever, sell or transfer their prize to any other person(s). Selling or transferring prizes 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.

Intellectual Property Rights & Use of Entries

27. Cheltenham Racecourse does not, unless we agree this with you, claim any rights of ownership in your Entry. As such, you retain ownership and copyright, although Cheltenham Racecourse will be able to use Entries as set out in the Rules, you will also have the right to use your Entry in any way you choose. Where any Entry is to be used in a different way (e.g. we are asking to own this) this will be made clear in the Competition Notice and you will then be able to choose whether to enter the Competition.

28. In consideration of Cheltenham Racecourse agreeing to consider entrants to the Competition, each entrant hereby agrees that Cheltenham Racecourse (and third parties authorised by Cheltenham Racecourse) may make any and all Entries available in their publications and on their websites and any other media, whether now known or invented in the future. You now grant Cheltenham Racecourse (and third parties authorised by Cheltenham Racecourse) a non-exclusive, worldwide, irrevocable licence (for the full period of any rights in the Entry) to use, display, publish, transmit, copy, make derivative works from, edit, alter, store, re-format, sell and sub-licence the Entry for such purposes.

29. Cheltenham Racecourse does not guarantee to use or otherwise make available any Entry. Cheltenham Racecourse may, in appropriate circumstances, and at its sole discretion, reject, edit, remove or disable access to Entries that appear to be legally or otherwise problematic e.g. infringe the copyright or other intellectual property or privacy rights of others, are defamatory etc. or for any other reason.

30. Your 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



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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.

Liability

31. Cheltenham Racecourse cannot accept any responsibility for any damage, loss, injury or disappointment suffered by any entrant entering the Competition 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 on-line 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 Competition. Nothing shall exclude Cheltenham Racecourse's liability for death or personal injury as a result of its negligence.

Data Protection and Publicity

32. Winners may be requested to take part in promotional activity and Cheltenham Racecourse reserves the right to use the names and addresses of winners in any publicity both in paper and online.

33. 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. Data relating to entrants will be retained by Cheltenham Racecourse for a reasonable period after the Competition closes to assist Cheltenham Racecourse to operate competitions in a consistent manner and to deal with any queries on the Competition.

34. By providing Cheltenham Racecourse with your personal data you consent to Cheltenham Racecourse transferring your personal data to countries or jurisdictions which do not provide the same level of data protection as the UK. If Cheltenham Racecourse does make such a transfer it will, if appropriate, put a contract in place to ensure that your personal data is protected.

Jurisdiction

35. The Competition and Rules 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 respectively.



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