

PART II - SPECIAL CONDITIONS

The following Special Conditions apply only to certain classes of Attendee.

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.

In the absence of any provision under the Special Conditions, the Conditions shall apply where the Special Conditions are silent.

SPECIAL CONDITIONS A - PARTICIPANTS IN RACING

Scope of Special Conditions A

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).

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

Applicable Conditions

Should your entry to the Racecourse be by PASS Card you must show your PASS Card at the PASS entrance to collect your day badge allocation.

Where appropriate, your PASS Card and/or badge will entitle you to access to the Racecourse's owners' and trainers' facilities, the Parade Ring. Racing Professionals will be granted access to the different areas of the Racecourse depending upon the role of the relevant Racing Professional, as determined and instructed by the Executive from time to time as the Executive sees fit. .

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

Scope of Special Conditions B

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).

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

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.

Your Rights

Ordinarily the rights which Attendees have to produce audio/visual/data coverage of races and fixtures is limited under Condition 13. 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 13.

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 134, Media Attendees will be entitled to exercise and exploit those rights granted to the third party under the relevant Third Party Media Agreement.

Please note, however, that save where we have expressly agreed otherwise in writing the rights granted to 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.

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.

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

Scope of Special Conditions C

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.

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.

Without prejudice to Condition 10, these Special Conditions C apply whether or not an Authorised Photographer holds a badge, PASS Card or other entitlement to enter the Racecourse.

Special Conditions for Holders of Photographers' Accreditation

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

Internet means the global network of computer systems using TCP/IP protocols known as the World Wide Web.

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.

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.

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).

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 requested to do so.

All Authorised Photographers granted access to the Racecourse under these Special Conditions C must hold and maintain, and any such 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.

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.

Save as when expressly agreed 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.

Authorised Photographers will not do any of those things prohibited by Condition 13 save as expressly permitted by these Special Conditions C.

Authorised Photographers will only Publish Photographs: in a Newspaper or News Magazine; or

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:

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

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.

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

Scope of Special Conditions D

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.

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.

Without prejudice to Condition 10, these Special Conditions D apply whether or not an Authorised Press Attendee holds a badge, PASS Card or other entitlement to enter the Racecourse.

Special Conditions for Holders of Press Accreditation

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

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.

Internet means the global network of computer systems using TCP/IP protocols known as the World Wide Web.

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.

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.

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).

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 requested to do so.

All Authorised Journalists granted access to the Racecourse under these Special Conditions D must hold and maintain, and any such 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.

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.

Save as when expressly agreed 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.

Authorised Journalists will not do any of those things prohibited by Condition 13 save as expressly permitted by these Special Conditions D.

Authorised Journalists will only Publish Articles: in a Newspaper or News Magazine; or

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:

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

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.

Authorised Journalists will not Publish:

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

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. 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.

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.

Smoking is prohibited in the Press Room.