



TERMS AND CONDITIONS OF ENTRY TO ARO RACEMEETINGS 2009

IMPORTANT - PLEASE READ

• These Conditions apply to all persons entering the racecourse and grounds (**Attendees / you**) at any ARO Racemeeting (the **ARO Racemeeting**). These Conditions are issued by the **Arabian Racing Organization** (the **Executive**). Acceptance of these Conditions will result in a legally binding contract between you and us which include the terms of the license which we have granted to you to enter the Racecourse.

• **It is your responsibility to familiarize 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 ARO Racemeeting 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:

o Photographers

o On-Course Bookmakers

o Contractors, Trades and Exhibitors

• An Attendee may be permitted access to the ARO Racemeeting 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 British Horseracing Authority Regulations for Arabian Horseracing and shall do so subject to The British Horseracing Authority Regulations for Arabian Horseracing.

• Entry to the Racecourse shall be at our discretion. We reserve the right to refuse entry to or expel any person from the ARO Racemeeting 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 Executive) 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 ARO Racemeetings 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 the discretion of the Executive and must conduct themselves at ARO Racemeetings 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, tickets and Other Entitlements to Enter the Racecourse

2.1 Badges, tickets and other entitlements to enter the Racecourse can not be re-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). For the avoidance of doubt, only badges, tickets and other entitlements to enter ARO Racemeetings which are purchased from the Executive will be valid. Any Attendee holding any badge, ticket or other entitlement purchased from any other supplier will be refused entry to the Racecourse.

2.2 All badges, 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 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) or other ticket, document or entitlement to enter the Racecourse.

2.4 We are entitled to impose these Conditions of entry on badge holders and all other Attendees in addition to any terms and conditions to which a badge or other entitlement may have been issued or granted. Holders of badges or other entitlement may only enter the ARO Racemeeting subject to these Conditions. In the event of any inconsistency between these Conditions and any terms and conditions upon which any badge 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 Racecourse Annual Member) holding any badge, ticket or other entitlement will be admitted only on presentation of the relevant badge, ticket or other entitlement. Any Attendee who fails to bring his or her badge, ticket or other evidence of entitlement to a fixture will only be admitted on payment of the full daily admission price 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, 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, tickets or other entitlements. The Racecourse has no obligation to replace a lost or stolen badge, ticket or other entitlement. In the event that we decide to replace a lost or stolen badge, ticket or other entitlement we may charge a fee to do so.

4. Access

4.1 Permission to enter the ARO Racemeeting does not constitute guaranteed entry to any particular area of the racecourse or any Racecourse buildings or facilities. The Executive reserves 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, ticket or other entitlement guarantees access to an ARO Racemeeting or any area of the Racecourse.

4.5 The badge, ticket or other entitlement to entry issued to an Attendee may restrict access to certain areas of the Racecourse.

4.6 No badge, ticket 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 ARO Racemeeting 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 Executive safety stewards, other staff and officials and the police or other emergency services at all times.

5.3 The Executive reserves 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 to any ARO Racemeeting: 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 ARO Racemeeting 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 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

6.1 This is Relaxed Casual for all ARO Racemeetings.

7. Unauthorized 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 unauthorized 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 at any ARO fixture 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 unauthorized 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 unauthorized 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 authorized betting businesses.

9. 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, tickets or other entitlements issued to Attendees. Use of cameras and video equipment at ARO Fixtures is strictly controlled and limited. Attendees 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 ARO Fixtures relating to, any race or any ARO Fixtures. The prohibition shall extend to any coverage or record in any form (including audio/visual and data) of any activity occurring on at ARO Fixtures 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 also 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, license, 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 unauthorized 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. Media Coverage

All Attendees are reminded that certain 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.

12. Dogs

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

12.2 Where dogs are permitted they must be kept on leads at all times and must not be allowed to foul anywhere on the Racecourse.

12.3 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.

13. Loss or Damage

13.1 Any property brought onto the Racecourse at any ARO Fixture 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.

13.2 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.

13.3 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.

13.4 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.

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

14. Parking

All vehicles parked or stored within the Racecourse at an ARO Fixture are parked at the owner's risk and the Racecourse accepts no responsibility for such vehicles.

15. Abandoned or Delayed Racing and Other Events Affecting Racing

15.1 Race fixtures and races may be abandoned at any time in accordance with directions from the British Horseracing 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.

15.2 In the event of any fixture being abandoned the refund policy is as set out in below :

- The ARO managing executive may abandon or delay any race meeting or race at any time, as may the police or any other emergency services or their respective servants or agents or in any emergency or other exceptional circumstances beyond the reasonable control of the ARO managing executive.

- Any delays or abandonment in racing will be announced via the public address system.

- In the event of racing being abandoned, refunds on badges or tickets purchased will only be paid in the following circumstances:

- o Abandonment before completion of the first race – full refund

- o Abandonment before completion of the third feature race – 50% refund

- o Abandonment thereafter – no refund

- o Refunds cannot be made on racedays. To obtain a refund racegoers should send their badge/ ticket with full address details, within [3] months of the date of the race meeting to:-

ARO Ltd, The Racecourse, Newbury, Berkshire RG14 7NZ.

15.3 Save as set out in these Conditions, we will have no further liability in relation to any abandoned or delayed racing.

15.4 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 by ARO.

15.5 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.

16. 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.

17. 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 ARO staff.

18. 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.

19. 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 both England and Scotland shall have jurisdiction.

SPECIAL CONDITIONS B - MEDIA CONTRACTORS AND LICENSEES

20. Scope of Special Conditions B

20.1 We (and our duly authorized 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**).

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

20.3 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.

21. Your Rights

21.1 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.

21.2 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.

21.3 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.

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

SPECIAL CONDITIONS C - PHOTOGRAPHERS

22. Scope of Special Conditions C

22.1 These Special Conditions C apply to all Attendees who have been granted a license by ARO.

22.2 Only those persons who attend the Racecourse holding a valid ARO Photographers' License (**Authorized Photographers**) will be entitled to enter the Racecourse on the basis of these Special Conditions C.

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

23. Special Conditions for Holders of Photographers' Accreditation

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

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

23.1.2 **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.

23.1.3 **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.

23.1.4 **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).

23.2 ARO reserves the right to refuse entry to, or to expel, any Attendee who is not authorized to act as a photographer at ARO Racemeetings.

23.3 The Authorized Official Photographer granted access to ARO Racemeetings 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.

23.4 The Authorized Official Photographer must wear a form of identification issued by ARO to identify them as such and will return any such identification upon request.

23.5 Save as we may expressly agree otherwise in writing from time to time, the Authorized Official Photographer must not wear any form of branded clothing or otherwise participate in any promotional or other commercial activity on the Racecourse.

23.6 The Authorized Official Photographer will not do any of those things prohibited by Condition 10 save as expressly permitted by these Special Conditions C.

SPECIAL CONDITIONS E - ON-COURSE BOOKMAKERS AND STAFF

24. Scope and Duration of Special Conditions E

24.1 These Special Conditions E apply to all Attendees who are involved in any bookmaking activities on the Racecourse. This includes Bookmakers (as defined in paragraph 30.6 below) and any person employed or engaged by a Bookmaker to assist in any way whatsoever with the carrying out of bookmaking activities on the Racecourse.

24.2 All references to 'Special Conditions E' shall include all and any policies and/or procedures referred to in them.

24.3 Nothing in these Special Conditions E shall limit or restrict our ability to make and we shall be entitled to issue minor changes, supplementary rules and/or guidelines to Special Conditions E from time to time and such minor changes, supplementary rules and/or guidelines shall have immediate effect.

Bookmakers and Staff

24.4 The only Attendees who shall be permitted to accept or lay off bets on the Racecourse shall be:

24.4.1 the holders of a general betting operating licence; and

24.4.2 any person employed by the holder of a general betting operating licence under a written contract of employment and named on the general betting operating licence of their employer.

For the purposes of these Special Conditions E, this category of Attendees shall be known as

Bookmakers.

Staff means any employee or other person engaged by a Bookmaker to provide or assist with the carrying out of bookmaking activities on behalf of the Bookmaker, but who does not accept or lay off bets.

24.5 These Special Conditions E apply to all Bookmakers and Staff whether or not they hold any other badge, PASS Card or other entitlement to enter the Racecourse.

IMPORTANT NOTE TO BOOKMAKERS

25 Nothing in these Special Conditions E

25.1.1 shall require us to admit to the Racecourse any Bookmaker or Staff who has or in our reasonable opinion is likely to commit an offence, a breach of these Special Conditions E or behave in an unacceptable manner;

25.1.2 shall confer any tenancy or right to exclusive possession upon a Bookmaker of any part of the Racecourse (including the Existing Betting Ring) and possession of the Racecourse (including the Existing Betting Ring) is retained by us and a Bookmaker shall not be entitled to use any part of the Racecourse (including the Existing 18 Betting Ring) to the exclusion of us or any others who are from time to time entitled.

25.1.3 We draw to Bookmakers attention the provisions of Special Conditions 30.20 and 30.21 below regarding positions within Betting Areas.

Special Conditions for Bookmakers

Definitions

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

26.1 **Betting Area** means any area of the Racecourse that we have designated as a betting area or we otherwise make available to Bookmakers to carry out bookmaking activities from time to time.

26.2 **Betting Administration Fee** means the fee charged by us in respect of the administration and management of the Existing Betting Ring.

26.3 **Bookmaker Number** means the maximum number of Bookmakers (one per position) who may enter an Existing Betting Ring on a raceday.

26.4 **Existing Betting Ring** means any Betting Area established and in use on or prior to 31 August 2007 and in relation to any temporary areas only for those fixtures authorised under a Certificate of Approval as at 31 August 2007.

27 **Identification Papers** means:

(a) either:

(i) a copy of the Bookmaker's general betting operating licence; or

(ii) in the case of an employee of a Bookmaker who wishes to accept bets, a copy of the employer's general betting operating licence or, in the case of a large scale operator, a staff identification card; or

(iii) such evidence as we may require from time to time in the case of any Bookmaker who has continuation rights under the Gambling Act 2005 but has yet to receive their general betting operating licence from the Gambling Commission;

and

(b) photographic identification being either a passport or new style driving licence incorporating a photograph;

and

(c) a Certificate of Discharge of liabilities from the Horserace Betting Levy Board (or appropriate exemption); and

(d) documentary evidence of public liability insurance with a reputable insurer on industry standard terms in such amount as we deem appropriate.

27.1 New Betting Area means any Betting Area established on or after 1 September 2007 which includes temporary areas for fixtures not authorised under a Certificate of Approval as at 31 August 2007.

Admission to the Betting Areas

28.1 Bookmakers may only receive and take bets in those areas of the Racecourse that we have designated as Betting Areas. Any Bookmaker who takes or receives bets or whom we reasonably believe is likely to take or receive bets in any other part of the Racecourse without our prior approval shall be refused entry or ejected from the Racecourse (as appropriate).

28.2 Entry to the Existing Betting Ring at the Racecourse shall be limited to:

28.2.1 Staff who have been granted permission to attend;

28.2.2 Bookmakers who have been granted permission to attend and hold a valid Betting Badge for that raceday;

28.3 In addition to our rights to refuse entry to or expel any Attendee under the General Conditions, we reserve the right to refuse entry to or to expel:

29.3.1 any Bookmaker who fails to present or make available for inspection their Identification Card or Identification Papers when requested to do so by us or our officials; or

29.3.2 any Bookmaker or Staff who has breached, or whom we or our officials reasonably believe is likely to breach, any of these Special Conditions E in any other way. This may include circumstances where a Bookmaker or Staff has been refused entry to, expelled from or been subject to any other action by another racecourse because of a breach or likelihood of breach of Special Conditions E.

Positions within Existing Betting Rings

30 Layout of Existing Betting Rings will be determined by us from time to time.

30.1 The allocation of positions in and conduct of New Betting Areas will be entirely at our discretion.

30.1.1 Nothing in these Special Conditions E shall confer any right upon a Bookmaker to be allocated a particular position within the Existing Betting Rings.

30.1.2 Nothing in these Special Conditions E nor any acts or omissions of our Officials shall or shall be deemed to create any proprietary rights or any other rights whatsoever in any position or right to be allocated a position.

Conduct in the Betting Areas

31 All Bookmakers and Staff (where appropriate) granted access to the Racecourse under these Special Conditions E must:

31.1 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 become liable as a result of any loss or damage which they cause whilst present on the Racecourse;

31.2 comply with:

(a) The British Horseracing Authority Regulations for Arabian Horseracing;

(b) our instructions and the reasonable instructions given by our staff and our officials, and;

(c) 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;

(d) provide to the Racecourse all and any information as the Racecourse may request relating to the bookmaking activities carried out by or on behalf of the Bookmaker on the Racecourse within 14 days of any such request.

31.3 not indulge in or be associated in any way with any practice that has, or might have, the effect of distorting artificially the betting market or starting price for any race whether by false prices on any horse or any other means.

31.4 In particular, all Bookmakers and Staff (where appropriate) must:

31.4.1 price up the odds on offer at least ten minutes before the scheduled time of a race on which he or she proposes to bet;

31.4.2 conduct bookmaking activities from a stand and equipment (including display boards) known as a joint that is compliant with the specification 21 agreed by the RCA and Federation of Racecourse Bookmakers from time to time;

31.4.3 ensure that areas surrounding joints are kept free from clutter and, where appropriate, personal items are kept in or on the joint;

31.4.4 keep equipment used in the course of his or her business (including the joint and surrounding areas in clean, tidy and safe condition, free from clutter. All boxes not stored in the joint must be removed from the betting area at least thirty minutes before the scheduled time of the first race;

31.4.5 ensure that umbrellas used by the Bookmaker and his or her Staff are lowered at or before the start of any race and that umbrellas are kept lowered until the last horse racing has passed the winning post unless agreed otherwise by our official or nominated representative;

31.4.6 conduct his or herself and ensure that his or her Staff conduct themselves in a proper and seemly manner at all times and conduct business with customers and other authorised personnel in a polite and helpful manner;

31.5 No Bookmaker shall dismantle his or her joint or leave the Betting Area until ten minutes after the weighed-in signal has been given in respect of any race on which he or she has an unsettled cash claim in respect of any bet at any Meeting. If, following that period, the Bookmaker has an unsettled cash claim outstanding he or she shall leave with the ARO Officials:

31.5.1 the amount due to the winning customer;

31.5.2 full details of the terms of the bet;

31.5.3 details of the receipt number.

32 Any betting dispute that a Bookmaker is unable to resolve must be notified to the ARO Officials without delay.

SPECIAL CONDITIONS F - CONTRACTORS, TRADES AND EXHIBITORS

33. Scope of Special Conditions F

33.1 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.

33.2 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 (**Authorized 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.

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

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

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

34.2 All Authorized Commercial Attendees must produce satisfactory evidence of your Commercial Authorisation upon demand. We reserve the right to refuse entry to, or to expel, any Authorized Commercial Attendee who does not produce such evidence when asked to do so.

34.3 All Authorized 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.

34.4 Authorized Commercial Attendees must wear any form of identification issued by us to identify them as Authorized Commercial Attendees and will return any such identification upon request.

34.5 Authorized Commercial Attendees may only carry on the commercial activity expressly referred to in the relevant Commercial Authorisation and no other commercial activity. ARO reserves the right to limit the physical areas on the Racecourse where an Authorized 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.

34.6 Where we require Authorized 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 Authorized 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.

34.7 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 Authorized Commercial Attendee. We shall have no liability for any such trade, commercial or promotional activity. However, we shall be entitled to require an Authorized 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 Authorized Commercial Attendee.

ANNEX

1.1 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.

1.2 Photography inside the winners' enclosure is to be restricted to those who are authorized by the Managing Executive.

1.3 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.

1.4 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. 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.

3.1 Broadcast cameras must not restrict the view of the Racecourse Stewards, Jockey Club Officials or integrity cameras.