

CANTERBURY JOCKEY CLUB CONDITIONS OF ENTRY

TICKETING

Tickets are sold subject to the following terms and conditions:

- No refund or exchange on any ticket except as below.
- If a race meeting is cancelled or rescheduled prior to commencement of the meeting, ticket holders may either:
 - (a) request exchange tickets for an equivalent meeting by returning the tickets to the Canterbury Jockey Club (“CJC”) within two business days of the cancelled or rescheduled meeting and the CJC will, if possible, provide the exchange tickets (but does not guarantee that it will be able to do so). An equivalent meeting means, for a Carnival race meeting, another race meeting during the same Carnival, and for a standard race meeting, another race meeting, in both cases during the same year; or
 - (b) return the tickets to the CJC within 30 days of the cancelled meeting to obtain a refund of the price paid for the tickets (excluding any booking charges).
- The CJC reserves the right to cancel, reschedule and/or vary advertised race meetings and races at any time.
- Tickets may not be resold or offered for resale at a premium (including via on-line auction sites) or, without the written permission of the CJC, used for commercial, advertising or promotional purposes in connection with other goods or services. Breach of this condition may result in cancellation of the ticket and refusal of entry to the ticket holder.
- The CJC will not process refunds on any pre-purchased tickets that are not redeemed as a result of any COVID related impacts. Any refunds are entirely at the discretion of the CJC.
- Some hospitality areas are outdoors. In such cases, no alternative facilities are available in the event of unfavourable weather.
- Programmes, menus and the duration and timing of performances, events and other activities at the Raceday may be subject to alteration without notice. CJC reserves the right to vary, add, withdraw or substitute advertised programmes, menus, seating arrangements and/or facilities at any time.

ENTRY

- By purchasing tickets to attend a race meeting at Riccarton Park you are deemed to have accepted the terms and conditions of entry set out herein.
- Visitors enter the racecourse at their own risk. The CJC accepts no responsibility for injury to any person (including injury resulting in death), or damage to or loss of property of any visitor occurring on or about the racecourse.
- The CJC reserves the right to refuse entry to, or remove from, the racecourse any person who, in the opinion of any CJC representative, is:
 - (a) behaving, or is in a group of persons behaving, in a manner which is causing or is likely to cause disruption, nuisance or offence to other patrons, harm to persons or horses, or damage to property;
 - (b) dressed inappropriately; or
 - (c) fails to comply with any of these conditions of entry to the racecourse.

- Persons who are or appear to be intoxicated or under the influence of drugs upon arrival at the racecourse will be refused entry.
- The following are not permitted to be brought onto the racecourse (Bag searches may be undertaken to ensure compliance with this condition):
 - (a) alcohol or illegal substances;
 - (b) knives, firearms or other items that could potentially be used as a weapon; or
 - (c) flares, fireworks, plastic horns, musical instruments, whistles, and other items which may have the potential to cause alarm and/or harm to animals or other patrons;
 - (d) any other item deemed by any CJC representative to have the potential to disrupt the orderly conduct of the race meeting and/or cause a breach of the CJC's duty of care to all persons entering the racecourse
- Patrons may not bring animals onto the racecourse (other than a companion animal in the company of a sight- or hearing-impaired person).
- Patrons are not permitted to trespass onto the racetrack at any time and will be prosecuted if they do so.
- Patrons may be requested to provide proof of identity and/or age at any time.

HEALTH AND SAFETY

- The Health and Safety at Work Act 2015 requires visitors to take reasonable care that their actions (or lack of action) do not put themselves or others at risk and to follow any reasonable health and safety instructions given to them by CJC.
- Be aware that horses are a hazard on site during racedays. Horses can be aggressive, they can kick out, stand on you and bite. Always be watchful where horses are present. Follow all instructions given by CJC personnel when moving in areas where horses may be present. Stay away from unauthorised access areas unless authorised to do so.

MINORS

- Persons under the age of 18 years of age are not permitted entry to the racecourse unless accompanied by their Legal Guardian or Loco Parentis.
 - (a) A parent, step-parent or guardian of the minor
 - (b) A person who is, for the time being, in loco parentis to the minor. this person must be 25 years of age or older and be able to verify to the satisfaction of the ATC their relationship to the minor
- Definition – In Loco Parentis the term “Loco Parentis” describes a relationship similar to that of a parent to a child; specifically it refers to an individual who assumes parental status and responsibilities for another individual, usually a young person, without formally adopting that person.

CAR PARKS AND PERSONAL POSSESSIONS

- Entry into and the parking and leaving of vehicles in the car parks at the racecourse is at the risk of the driver/rider and passengers.
- Whilst at the racecourse patrons are responsible for their own property. Patrons must not leave bags or possessions unattended at any time and should ensure all valuables are removed from vehicles.

PHOTOGRAPHY, FILMS AND RECORDINGS

- By attending a race meeting each patron acknowledges that he/she may be photographed, filmed and/or recorded in any way and:
 - (a) consents to being photographed, filmed and/or recorded by or on behalf of the CJC for the CJC's advertising and promotional purposes (including, without limitation for promotion of CJC race days); and

- (b) if the patron is an owner of any horse present at the racecourse or whose image is displayed at the racecourse, consents to their horse/s being photographed, filmed and/or recorded by or on behalf of the CJC and for the CJC to use and reproduce such photographs, films and recordings (including the colours worn by the relevant jockeys) for the CJC's advertising and promotional purposes;
 - (c) assigns any and all intellectual property rights they may have in any such photographs, films and recordings to the CJC, and agrees that the CJC and its successors and assigns will own all right, title and interest in such photographs, films and recordings and may exercise all intellectual property rights existing in or in relation to any such photographs, films and recordings throughout the world in perpetuity, free from any liens, claims, encumbrances or right of termination by the patron or anyone else; and
 - (d) waives absolutely and irrevocably any moral rights they may have in or in relation to any of the photographs, films and recordings referred to in this condition.
- Patrons must not, unless authorised by the CJC in writing and, if authorised, only on conditions determined by the CJC, take any photographs or make any films, video, digital or sound recordings (including by way of any hand held communications device) within the racecourse for commercial purposes. No sale or distribution of goods or material
 - Patrons must not:
 - (a) attempt to sell or distribute any goods or advertising, promotional or political materials or similar to persons attending the racecourse; or
 - (b) conduct any advertising, promotional or political campaign or activity or commercial marketing (including with others) anywhere at the racecourse, without the written consent of the CJC.

BREACH OF CONDITIONS OF ENTRY

- If you breach any of the above conditions, or the CJC (with reasonable cause) so directs, you may, without limitation:
 - (a) be refused entry to the racecourse;
 - (b) be evicted from the racecourse;
 - (c) be required to surrender articles in your possession;
 - (d) have your ticket confiscated or cancelled; and/or
 - (e) be reported to an appropriate law enforcement body.

GENERAL

- All representations and warranties, whether expressed or implied are excluded to the maximum extent permitted by law. Nothing in these Terms & Conditions affects a Client's rights under applicable consumer law, to the extent that the Client is a consumer for the purposes of the Consumer Guarantees Act.
- These Terms & Conditions are governed by New Zealand law and the parties agree to submit to the exclusive jurisdiction of the courts of New Zealand.
- CJC may collect personal information from you, and if it does so, it will collect and store that information in accordance with the CJC Privacy Policy available on CJC's website. Contact details provided when purchasing Tickets and Hospitality Packages can be used by CJC and provided to the New Zealand Thoroughbred Racing for promotional, marketing and research purposes.