

## CANTERBURY JOCKEY CLUB CONDITIONS OF ENTRY

Tickets sold by the Canterbury Jockey Club ("CJC") are subject to the conditions of entry in this document. By purchasing a ticket, ticketholders are deemed to be bound by these conditions.

### TICKETING

- No refund or exchange will apply to any ticket except where a race meeting is cancelled or rescheduled prior to the scheduled time of commencement of the meeting. If this occurs ticket holders may either:
  - (a) request CJC to exchange tickets for an equivalent meeting by returning the tickets to CJC within two days after the date of the cancelled or rescheduled meeting and CJC will, if it considers it is practicable to do so, 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. If CJC does not consider it is practical to provide exchange tickets, it will refund the price paid for the tickets (excluding any booking charges); or
  - (b) return the tickets to CJC within 30 days after the date of the cancelled meeting to obtain a refund of the price paid for the tickets (excluding any booking charges).

Ticket holders will not be entitled to a refund in any other circumstances.

- CJC may cancel, reschedule and/or vary race meetings and races at any time.
- In addition, CJC may cancel, reschedule, vary and/or substitute any programmes, and menus and the duration and timing of performances, events and other activities and facilities on a raceday at any time.
- Tickets may not be resold or offered for resale at a premium (including via on-line auction sites) or, without CJC's prior written permission, used for commercial, advertising or promotional purposes in connection with other goods or services.
- Some hospitality areas are outdoors. In such cases, no alternative facilities are available in the event of unfavourable weather.

### ENTRY AND REMOVAL

- Visitors enter the racecourse at their own risk. CJC accepts no responsibility for injury to any person (including injury resulting in death), or damage to or loss of property occurring on or about the racecourse. Ticketholders acknowledge that they are responsible for their own property and possessions and enter CJC's property at their own risk.
- CJC may 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 may cause disruption, nuisance, danger or offence to other patrons, harm to persons or horses, or damage to property;
  - (b) intoxicated or under the influence of drugs, or does any act or omission that may result in CJC being in breach of any of its liquor licences;
  - (c) dressed inappropriately; and/or

- (d) fails to comply with any provision in these conditions of 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;
  - (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; and/or
  - (d) any other item considered by any CJC representative to have the potential to disrupt the orderly conduct of the race meeting and/or cause a breach of CJC's duty of care to persons entering the racecourse.

Without limiting any other provision, any such items may be confiscated by CJC.

- Ticketholders may not bring animals onto the racecourse (other than a companion animal in the company of a sight or hearing impaired person).
- Ticketholders are not permitted to enter onto and/or access the racetrack at any time.
- Ticketholders must not, without CJC's prior written consent:
  - (a) sell or distribute or 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.
- Ticketholders may be required to provide proof of identity and/or age to CJC at any time.

## HEALTH AND SAFETY

- The Health and Safety at Work Act 2015 (HSWA) 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. All ticketholders must comply with their obligations under HSWA.
- Ticketholders must at all times comply with all signage at the racecourse and comply with CJC's instructions regarding health and safety.

## MINORS

- For New Zealand Cup Day, persons under the age of 18 years of age are not permitted to enter the racecourse unless accompanied by:
  - (a) a parent, step-parent or guardian of the minor; and/or
  - a person at least 25 years old who CJC is satisfied (in its discretion) is, for the time being, assuming parental status and responsibilities for the minor (without formally adopting that person).

## CAR PARKS

- 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.

## PHOTOGRAPHY, FILMS AND RECORDINGS

- By attending a race meeting each ticketholder:
  - (a) consents to being photographed, filmed and/or recorded in any way by or on behalf of CJC and to CJC editing, formatting and using such photographs, films and recordings for CJC's advertising and promotional purposes (including to promote race days);
  - (b) **[Deleted on the basis this will be covered by CJC's competition entry form terms.]** assigns any intellectual property rights they may have in any such photographs, films and recordings to CJC, and agrees that 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, and without restriction or condition; and

- (c) 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.
- Ticketholders must not, unless authorised by CJC in writing and, if authorised, only on conditions determined by 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.
- Ticketholders acknowledge that there may be security cameras at the racecourse.

#### PRIVACY

- CJC may collect ticketholder's personal information, and if it does so, it will collect, use, store and disclose that information in accordance with the Privacy Act 2020 and CJC's Privacy Policy which is available on CJC's website and which policy may be updated from time to time in accordance with the terms of the policy.

#### LIABILITY

- If, notwithstanding any other provision CJC has any liability to a ticketholder, then to the maximum extent permitted by law, its maximum liability is limited to \$1.00.

#### GENERAL

- All representations and warranties, whether expressed or implied are excluded to the maximum extent permitted by law. Nothing in these conditions affects any rights a ticketholder may have under the Consumer Guarantees Act 1993.
- These conditions are governed by New Zealand law and the parties submit to the exclusive jurisdiction of the New Zealand courts.