



**Ebor Community Fund 2019
TERMS & CONDITIONS**

Competition Schedule

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| Competition | 2019 Ebor Community Fund |
| Background | <p>York Racecourse organises and holds the Sky Bet Ebor Handicap.</p> <p>First run in 1843, the race has long been at the heart of the sporting and social narrative of the City.</p> <p>In 2019, a further significant chapter of the famous race will be written when it becomes the richest handicap run on the flat in Europe, offering a prize fund of £1,000,000 for the first time.</p> <p>As part of a commitment to its home city, the organisers and sponsors are offering a community based cash prize, to be distributed through the mechanism of local charities and community groups..</p> |
| Selection of Participants & Nomination of Project | <p>Each of twenty- two projects will be allocated a runner in the race. In the event of more than twenty two entries being received then a random draw will be conducted to decide the final list, which will be available on August 1st 2019.</p> <p>Nomination of Charity</p> <p>Each Participant must nominate a project from within their community. This can be towards the funding in whole or part of a specific project, for example activity to improve the environment in the area such as floral planting, rubbish collection, stream cleaning. Alternatively, it could be allocated towards a charity of the Participant's choosing. We encourage the selection of local charities that have a direct impact on the Participant's community or deliver a benefit to the Participant's community.</p> <p>Each Participant must notify York Racecourse in writing by 26 July 2019 of the details of its nominated project or charity.</p> <p>So the Official Sponsors of the race, Sky Bet, can meet their obligations with regard to any link between gambling and its promotion to children, projects which are specifically aimed at those aged Under 18 will NOT be accepted.</p> <p>If there are insufficient nominated projects, then the organisers will nominate projects of their own choosing to create a full list, for example Racing Welfare.</p> |
| Duties and nomination of Representatives | <p>Each of the 22 Participants, will appoint a pair of representatives for the Competition (Representatives), to be notified to York Racecourse in writing by 1 August.</p> <p>The representatives will be given complimentary County Stand Badges to attend the running of the race on Saturday 24 August.</p> <p>It is expected that the representatives will be available for PR duties on that day and around the race itself.</p> |

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| | <p>York Racecourse is not obliged to enter into any correspondence in respect of any aspect of this Competition with anyone associated with a Participant, and will only communicate directly with the Representative of each Participant.</p> |
| Allocation of barriers/horses | <p>Each Participant will be allocated a barrier for the 2019 Sky Bet Ebor, based on a private draw.</p> <p>Barriers will be drawn at random, under the supervision of the British Horseracing Authority, on Thursday 22 August</p> <p>The Barrier draw for horses will be broadcast live via Racing TV and will be published in main racing media.</p> <p>Each Participant will be allocated the horse that draws the same barrier number as that Participant. For example, if project one has been drawn as Stall one, they will be allocated the horse that draws barrier number one at the Official Barrier Draw on Thursday 22 August 2019.</p> <p>Once the Official Barrier Draw has concluded, each Participant will have been allocated a horse for the 2019 Sky Bet Ebor.</p> <p>These will be the final horse allocations for the Competition. If a horse is scratched from the 2019 Sky Bet Ebor and that results in a reserve horse being entered in the race, each Participant will remain with the Stall allocated to them.</p> <p>If no reserve is entered and/or the allocated is withdrawn from the race then no substitute horse will be allocated and unfortunately the Participant in question will not be able to win the prize.</p> |

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| How to Win | <p>The winner of the Competition will be the Participant who was allocated the horse that wins the 2019 Sky Bet Ebor (Winning Participant).</p> <p>In the case of a dead heat or multiple winners, the Award will be split equally between the nominated projects of the winning Participants.</p> |
| Award | £5,000 donation to the winning Participant's nominated project. |
| Notification of Winners | <p>The Winning Participant will be present at the race to celebrate their success.</p> <p>The Award will be distributed to the Winning Participant's nominated project within 28 days of the draw.</p> <p>If the 2019 Sky Bet Ebor is cancelled for any reason, the Award will not be awarded.</p> |

General Conditions

1. These General Conditions and the Competition Schedule provide information on the Competition and how to participate and together form the Terms and Conditions of Entry ("**Terms and Conditions**").
2. To the extent of any inconsistency between the General Conditions and the Competition Schedule, the terms of the Competition Schedule will prevail.
3. Each Representative is responsible for ensuring his or her familiarity with these Terms and Conditions at the time of participation, on behalf of their respective Participant. Participation in this Competition by a Participant and Representative is deemed acceptance of these Terms and Conditions by that Participant and Representative. York Racecourse's decision not to enforce a specific restriction (whether communicated to a Participant or not) does not constitute a waiver of that restriction or of these Terms and Conditions generally.
4. York Racecourse's decision in relation to any aspect of these Terms and Conditions and the Competition is final and binding on every person who participates. No correspondence will be entered into.
5. Any values stated in these Terms and Conditions are in Pounds sterling, unless stated otherwise. You agree that if the Award or any commitment set out above (or element of any commitment set out above) is unavailable for any reason then York Racecourse provide another item of equal or higher value.
6. All Representatives acknowledge that York racecourse can rely on these Terms and Conditions at any time
7. Representatives are responsible for ensuring their correct personal details are provided and any updated details are notified to York Racecourse. The racecourse accepts no responsibility should a Representative fail to receive their benefit because of a failure to notify them of correct details or of a change to their details, or for providing invalid information.
8. York Racecourse may, in its sole discretion, declare any entry or Participant invalid if the Participant or their Representative:
 - (a) disrupts, abuses, threatens, harasses or attempts to do any of these things to York Racecourse, its partners, another Participant or Representative or potential Participant or Representative of, or anyone else associated with, this Competition;
 - (b) submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process;
 - (c) engages in conduct in relation to this Competition which is misleading, deceptive, fraudulent or damaging to the goodwill or reputation of York racecourse and its partners
 - (d) breaches any law; or

- (e) behaves in a way that is otherwise inappropriate.
9. If this Competition is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of York Racecourse, it reserves the right, in its sole discretion, to the fullest extent permitted by law to modify, suspend, terminate or cancel the Competition, as appropriate, subject to any directions from any relevant authority.
 10. If for any reason this Competition or the 2019 Sky Bet Ebor is not capable of running as planned, York Racecourse may in its sole discretion cancel, terminate, modify or suspend the Competition.
 11. York Racecourse has sole and absolute discretion to determine the Participants and its selection criteria of any Participants.
 12. York Racecourse will not be liable for the Award being lost, stolen, damaged or tampered with in any way before it reaches a Participant or their nominated project after it has been released to a Participant or their nominated project.
 13. Unless expressly stated otherwise within these Terms and Conditions, all other expenses associated with the Award become the responsibility of the Winning Participant.
 14. Unless expressly stated otherwise within these Terms and Conditions, all other expenses associated with a Representative's involvement in the Competition become the responsibility of that Representative.
 15. Awards, and any benefits of participation in the Competition, must be taken as offered and may not be varied. Awards or benefits are not transferable, exchangeable or redeemable for cash.
 16. Unless otherwise specified, the Award will be delivered to the address and/or bank account provided by the nominated contact of the Winning Participant at the time of entry, or as otherwise notified to York Racecourse in writing.
 17. York racecourse and its partners may communicate or advertise this Competition via Social Media (Twitter, Facebook or Instagram.) However, the Competition is in no way sponsored, endorsed or administered by, or associated with any of those Social Media Platforms. Participants are providing their information to York Racecourse and not to Social Media Platforms. Each Participant completely releases Facebook and Instagram from any and all liability.
 18. York Racecourse, its related entities and all agencies associated with the Competition, as well as all employees, agents, directors and contractors, of all entities referred to in this clause, will not be liable for any claim, loss or entry, action, demand, liability, damage, cost, expense, death or personal injury whatsoever (including but not limited to any direct, indirect, special or consequential loss), incurred, suffered or sustained by any person or entity (without limitation) in connection with, or arising from, the Competition (including the acceptance or use of the Award), except to the extent that such liability cannot be excluded by law (in which case that liability is limited to the maximum extent allowable by law).
 19. York Racecourse assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications failure, theft or destruction or unauthorized access to, or alteration of entries. York Racecourse is not responsible for any problems or technical malfunction of any

telephone network or lines, mobile communications network, computer online systems, servers or providers, computer equipment, software, failure of any email or entry to be received by York Racecourse on account of technical problems or traffic congestion on the internet or at any Internet site, or any combination thereof, including any injury or damage to a participant's or any other person's computer related to or resulting from participation or downloading any materials in this Competition.

20. York Racecourse accepts no responsibility for any tax liabilities or other implications that may arise from involvement in this Competition, including the Award. Independent financial advice should be sought by the Participants.
21. By accepting the Award, the Winning Participant and their Representative acknowledge and consent to participating in promotional activities relating to the Award which may include promotional photograph shoots and media interviews. York racecourse and its partners may use all photographs and recorded interviews, including the Winning Participant or Representative's image, voice, name and other details, without restriction and without further reward or recourse to the Winning Participant or their Representative, in its advertising and promotional materials and official communications in perpetuity and in any media whatsoever.

PERSONAL INFORMATION

22. Immediately upon submission by a Successful Tenderer or Representative, their entry becomes the sole property of the York Racecourse.
23. All information that Representatives provide ("**Personal Information**") will be used by York Racecourse for the purposes of administering this Competition, awarding the Award, for promotional or marketing communications and may be provided to the racecourse's partners.
24. Should a Representative's contact details change during the Competition Period, it is the Representative's responsibility to notify York Racecourse using the Contact Us form accessible from on the website.
25. York Racecourse may disclose Representatives' Personal Information to its partners, contractors and agents to assist in conducting this Competition and as required, to regulatory authorities. Without limiting York Racecourse's rights and obligations under applicable privacy legislation, the racecourse may disclose personal information collected in relation to the Competition for the purposes of assisting in any stewards' inquiry or other lawful investigation to which the Representative's participation (or attempted participation) in the Competition or the Representative's presence at York Racecourse may be relevant.
26. Representatives may view York racecourse's privacy policy at www.yorkracecourse.co.uk. This privacy policy details how Personal Information will be handled and how a privacy complaint can be made.
27. York racecourse and its partners are bound by all applicable privacy laws.