

**Sky Bet Ebor Festival Community Sweepstake 2023**  
**TERMS & CONDITIONS**

**Competition Schedule**

<b>Competition</b>	2023 Sky Bet Ebor Festival Community Sweepstake
<b>Background</b>	<p>York Racecourse organises and holds the Sky Bet Ebor Handicap (the “Race”).</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 2023, as part of a commitment to the Yorkshire region, the organisers and sponsors are offering a charity and good causes, cause-based cash or equipment prize / donation, to be distributed through the mechanism of a sweepstake style competition.</p>
<b>Selection of Participants &amp; Nomination of Project</b>	<p>Each of the 22 shortlisted Yorkshire-based good causes will be allocated a runner in the race.</p> <p><b>Nomination of Charity or community group</b></p> <p>In partnership with York Racecourse, Sky Bet is launching a public search for Yorkshire-based charities and good causes which positively impacts their community. Charities, foundations or community groups (the “Participant Charity”) who wish to enter can do so via the Google Form by following the link on specific promotional online or social media adverts / posts, or by filling out an entry form and returning it to <a href="mailto:skybetcommunitysweepstake@hatch.group">skybetcommunitysweepstake@hatch.group</a>.</p> <p>Entries can be submitted from Thursday 6<sup>th</sup> July 2023 00:01 until Friday 28<sup>th</sup> July 2023 (the “Entry Period”). Nominations outside of this time will not be considered.</p> <p>A specific project or initiative must be described in the nomination, rather than a generic fundraising pot.</p> <p>This will be promoted across a number of media outlets, as well as York Racecourse and Sky Bet channels to drive engagement and entries.</p> <p>Once the submission phase is complete, York Racecourse and Sky Bet will confirm the final shortlist of 22 Participant Charities (the “Finalists”), which will be decided by York Racecourse representatives, Sky Bet Representatives and Hatch PR representatives.</p> <p>So the official sponsors of the race, Sky Bet, can comply with their obligation to prevent the promotion of advertising to children, nominations for organisations or projects aimed exclusively at individuals aged under 18 will NOT be accepted.</p>

<b>Duties and nomination of Representatives</b>	<p>Each of the 22 Finalists will be given 2 x complimentary County Stand Badges to attend the running of the Race on Saturday 26<sup>th</sup> August (the "Race Day").</p> <p>Those shortlisted will be asked to make available, in person, an individual for PR duties on the race day that takes place on 26<sup>th</sup> August, as well as Official Draw (see Allocation of stalls/horses) on 24<sup>th</sup> August (the "Representative"). With consent from the Representative to use such information, this may include interviews and written quotes within press releases etc. For the avoidance of doubt, refusal to provide a Representative will not prevent entry in the competition.</p>
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<p><b>Allocation of stalls/horses</b></p>	<p>Each of the Finalists will be allocated a stall for the 2023 Sky Bet Ebor.</p> <p>The horses are allocated a stall through a live draw on Thursday 24<sup>th</sup> August (the “Official Draw”). Each Finalist will be allocated the horse that draws the same stall number they are allocated. For example, if Finalist 1 has been drawn as stall one, they will be allocated the horse that draws stall number 1 at the Official Draw.</p> <p>Stalls will be drawn at random, under the supervision of the British Horseracing Authority.</p> <p>The stalls drawn for horses will be broadcast live via Racing TV and will be published in main racing media.</p> <p>If a horse is scratched from the 2023 Sky Bet Ebor and that results in a reserve horse being entered in the race, each Finalist will remain with the stall allocated to them and they will be allocated the reserve horse.</p> <p>If no reserve is entered and/or the allocated is withdrawn from the race, no substitute horse will be allocated and unfortunately the Finalist in question will not be able to win the prize. They will however still receive the £1,000 prize for being one of the shortlisted.</p>
<p><b>How to Win</b></p>	<p>The winner will be the Finalist who was allocated the horse that wins the 2023 Sky Bet Ebor (<b>Winning Finalist</b>).</p> <p>In the case of a dead heat or multiple winners, the award will be split equally between the Finalists of the winning horses.</p>
<p><b>Award</b></p>	<p>The prizes will either be in the form of cash prize, or at the discretion of the organisers given in equipment / facilities (the “Awards”).</p> <p>1<sup>st</sup> place - £20,000  2<sup>nd</sup> place - £5,000  3<sup>rd</sup> place - £2,000</p> <p>The remaining of the nineteen Finalists will receive £1,000</p>
<p><b>Notification of Winners</b></p>	<p>The Awards will be distributed to the Finalists within 28 days of the Race.</p> <p>If the 2023 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 and Participant Charity is responsible for ensuring his or her familiarity with these Terms and Conditions at the time of participation. Participation in this Competition by a Participant Charity is deemed acceptance of these Terms and Conditions by that Participant Charity. York Racecourse's decision not to enforce a specific restriction (whether communicated to a Participant Charity 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 Participant Charities acknowledge that York Racecourse can rely on these Terms and Conditions at any time
7. Participant Charities are responsible for ensuring their correct personal and financial details are provided and any updated details are notified to York Racecourse. The racecourse accepts no responsibility should a Participant Charity 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 Charity invalid if the Participant Charity:
  - (a) is under the age of 18, or the person issuing their entry or Representative is under the age of 18
  - (b) disrupts, abuses, threatens, harasses or attempts to do any of these things to York Racecourse, its partners, another Participant Charity or Representative or potential Participant Charity or Representative of, or anyone else associated with, this Competition;
  - (c) submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process;
  - (d) 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
  - (e) does not meet standards of financial proberty
  - (f) breaches any law; or

- (g) 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 Race 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 Finalists and its selection criteria for any Finalists.
  12. York Racecourse will not be liable for the Award being lost, stolen, damaged or tampered with in any way before it reaches the Winning Finalist or their nominated project after it has been released to a Winning Finalist 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 Finalists.
  14. Unless expressly stated otherwise within these Terms and Conditions, all other expenses associated with a Participant Charity's involvement in the Competition become the responsibility of that Participant Charity.
  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 Finalists 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. Participant Charities are providing their information to York Racecourse and not to Social Media Platforms. Each Participant Charity 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 Charity'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 Participant Charities.

## **PERSONAL INFORMATION**

21. Immediately upon submission, a Participant Charity's entry becomes the sole property of the York Racecourse.
22. All information that Participant Charities provide ("**Personal Information**") will be used by York Racecourse for the purposes of administering this Competition, awarding the Award, and may be provided to the racecourse's partners solely as is necessary for this purpose.
23. Should a Participant Charity's contact details change during the competition period, it is the Representative's responsibility to notify York Racecourse using the Contact Us form accessible on the website.
24. York Racecourse may disclose Personal Information to its partners, contractors and agents only as is necessary to conduct 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.
25. Representatives may view York racecourse's privacy policy at [www.yorkracecourse.co.uk](http://www.yorkracecourse.co.uk). This privacy policy details how Personal Information will be handled and how a privacy complaint can be made.
26. York racecourse and its partners are bound by all applicable privacy laws.