

Goodwood Horseracing Club Constitution

1 General Information

1.1 The name of the Club shall be "GOODWOOD HORSERACING CLUB" (the "Club").

1.2 The Club is owned and operated by Goodwood Racecourse Limited (the "Club"), registered number 00772766, whose place of business is at Goodwood Racecourse, Goodwood, Chichester, West Sussex, PO18 0PS and registered office at Goodwood, Chichester, West Sussex, PO18 0PX.

1.3 The directors and appointed employees of the Club are solely responsible for all matters relating to the affairs and management of the Club.

1.4 Any officers of the Club shall be appointed by the Club.

1.5 Any questions concerning these terms and conditions of Membership should be directed to the Club Membership Team.

2 Membership

2.1 Persons wishing to apply for Membership must complete and sign an Application for Membership form acknowledging acceptance of the Club terms and conditions and any rules and regulations notified to the Members from time to time. The signed and completed form should be sent to: The Membership Secretary, Goodwood Horseracing Club, Goodwood Racecourse, Goodwood, Chichester, West Sussex, PO18 0PS.

2.2 The Club will determine whether the applicant has satisfied the relevant conditions of Membership.

2.3 The Club may decline any application to become a Member or for renewal of Membership and shall not be obliged to give any reason for doing so.

2.4 The number of Members within each Membership category is established by the Club and can be modified by the Club at its sole discretion. The Club may also change Membership categories if and when it so decides.

2.5 When approved for Membership, the Member will be deemed to have agreed to be bound by these terms and conditions as they may be amended from time to time and any applicable rules and regulations (including any imposed by the British Horseracing Authority).

2.6 A joining fee is payable upon submission of an application for Membership, which is non-refundable.

2.7 Members shall be invited to renew their Membership annually through payment of the annual fee. The amount of this fee will be determined by the Club. Payment of annual fees are due prior to the start of each Membership year for each Member. A Membership year runs from 1 January to 31 December each year. Any application during the Membership year will not be eligible for a reduced annual fee.

2.8 Failure to pay the required dues within the time specified by the Club for renewal of Membership shall constitute grounds for forfeiture of Membership privileges and may constitute grounds for termination of Membership.

2.9 A Member may only resign their Membership in writing and directly to the Club at the above address or by email to hrc@goodwood.com.

2.10 In the event of resignation, suspension or termination of Membership during the year, the Member will not be entitled to a refund of the annual fee either in whole or in part.

2.11 The violation of any aspect of this Constitution or any conduct unbecoming or against the interests of the Club will subject the person Member responsible to disciplinary action by the Club, which may result in expulsion.

2.12 Honorary Membership may be bestowed only by The Duke of Richmond.

2.13 Members will not be entitled to vote on any matters of or relating to the Club or otherwise become involved in the management or operation of the Club or any of its facilities. There is no vested or prescriptive right or easement to use the Club's facilities.

2.14 Membership is not an investment in the Club and does not provide the Member with an equity or ownership interest or any other property interest in the Club or its facilities.

3 Benefits and Privileges

3.1 Membership of the Club enables all Members to benefit from Membership benefits. Full details of each year's benefits of Membership can be obtained from the Club Membership Team.

3.2 The Club reserves the right to vary or cease to provide each and any benefits and shall not be required to provide any alternative benefit(s).

3.4 Entry to Goodwood Racecourse and the use of the facilities and benefits of the Club are strictly in accordance with the Terms and Conditions of entry set out in Goodwood's Terms and Conditions for Commercial Transactions with Goodwood for Goods and Ticketing at www.goodwood.com/HRCtermsandconditions

3.5 The selling or transferral of Membership benefits or privileges such as Membership badges to third parties is strictly prohibited unless transfer is specifically authorised by the Club.

3.6 The Club does not accept responsibility for loss or non-delivery of badges despatched to Members or for postal delays. A charge will be made if a badge is lost and the Member wishes to be issued with a replacement. Refunds will not be made in respect of unused badges returned.

3.7 The exchange of race day tickets for another race day in the Membership year may be permitted provided that the request for exchange is made within 48 hours of the purchase.

3.8 Only Annual Members with metal swing badges will be eligible to use the Annual Members' Bar.

3.9 Membership may from time to time include use of The Kennels Club which forms part of the Goodwood Estate, in which case only Members named on the Membership Card may entertain guests in The Kennels. Guests must be accompanied by a Member at all times. The entertaining Member will be responsible for all charges incurred by their guests and for their guests' good conduct and observance of any rules and regulations from time to time applicable to use of the Kennels.

4 Rules

4.1 4.1 The Club operates a strict dress code and Members are required to adhere to this. Jeans, shorts and fancy dress are not permitted. Gentlemen are required to wear a jacket and tie. Ladies, it's all about the garden look. A floaty or floral dress, and elegant top and trouser/skirt combination that is suitable for England in summer.

4.2 No Member or guest at the Racecourse shall act as a bookmaker, or accept on behalf of, or as an agent for any bookmaker

4.3 Alcohol may not be brought onto the Racecourse. THE CLUB operates a zero-tolerance policy for using, selling or being under the influence of drugs. Either case will result in eviction from the racecourse and Membership termination without any refund.

4.4 The Club operates a Challenge 25 policy. If a Member or a Member's guest cannot produce ID when requested, or if they are intoxicated, they will not be served with alcohol. In the event that a Member purchases drinks for an underage person, drinks will be confiscated the Member and their guests will be removed from the site and Membership will be terminated without refund.

4.5 Members shall be responsible for the conduct of any guest to the Racecourse brought by them.

4.6 The Club reserves the right at its absolute discretion without prior notice to refuse admission or expel or ban any Member who in its opinion behaves or is likely to behave in an unacceptable or unruly manner.

4.7 Members may not bring the following items onto the Racecourse: knives, fireworks, smoke cannisters, drinking glasses, bottles or glass, cans, any article that may be used as a weapon or compromise the safety of any person or animal, chairs, deck chairs, balloons, flags, drones or unmanned aircraft or any structures.

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

5 Use of camera and video

5.1 Members may not use any device or technology to capture, record, store, transmit or broadcast any data relating to any race, fixture or other race-related activity at the Racecourse. In particular, Members must not capture, record, store transmit (including live stream):

- (a) any pictures of horses preparing for a race – including pre-parade riding, Saddling Boxes and Parade Ring;

- (b) any pictures of jockeys preparing for a race – including Weighing Room and Parade Ring;
- (c) any race (either at the Racecourse or any other racecourse) – this includes either "live" or pictures from the on-course CCTV;
- (d) any data relating to any race (either at the Racecourse or any other racecourse) – e.g. odds, Going, colours and colour changes, jockey changes, results; or
- (e) any activities in integrity areas (i.e. areas with limited access to BHA Officials and designated staff at the Racecourse) – including Weighing Room, Judges Box, Stables and any area signed 'officials only'.

5.2 Members may use mobile devices and point-and-shoot or compact cameras to capture images for their own private and domestic use only, provided that photography on the racing surface is strictly forbidden. Members may not allow a third party to use such images for any commercial purpose.

5.3 Members agree that all copyright and other intellectual property rights in any unauthorised still, audio, visual, audio-visual coverage or other data shall be assigned to Goodwood Racecourse on creation. If these terms and conditions are not sufficient to give effect to this assignment a Member will do all such things and execute all such documents as we may require to transfer ownership of those rights to Goodwood Racecourse.

5.4 Members 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. Members may use mobile telephones or any other communications device whilst on the Racecourse to connect to the Racecourse wifi that is generally made available to all attendees for the purpose of accessing, and making full use of, certain betting websites.

5.5 The Club reserves 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 that is in a Members' possession and delete any such content if the Club believes that the Member has breached or is likely to breach these terms and conditions.

6 Privacy Policy

6.1 Goodwood Racecourse Limited (registered Club number 00772766 and registered office Goodwood House, Goodwood, Chichester, West Sussex, PO18 0PX) operates the Club and is responsible for processing your data and is the controller of your data. Goodwood Racecourse Limited is registered with the Information Commissioner's Office (ICO) as a data controller (ICO number). You have the right to make a complaint at any time to the ICO (www.ico.org.uk). We would, however, appreciate the chance to deal with your concerns before you approach the ICO so please contact us in the first instance.

6.2 If you have any questions on our Privacy Policy you can contact the Data Privacy Manager by email dataprivacy@goodwood.com, or by post to Goodwood House, Goodwood, Chichester, West Sussex PO18 0PX or telephone 01243 755000.

6.3 All personal information that we collect about you will be recorded, used, and protected by us in accordance with applicable data protection legislation and this privacy policy. The Goodwood Group's privacy policy can be found at <https://www.goodwood.com/terms-and-conditions/privacy-policy/>, which sets out Goodwood's general and overarching policy regarding privacy and data.

6.4 The type of data we collect about you includes:

- (a) Identity Data: first name, last name, marital status, title
- (b) Contact Data: address, email address and telephone numbers
- (c) Financial Data: bank account and payment card details

6.5 Below is a description of all the ways the Club plans to use your personal data and the lawful basis it relies on to do so.

| Purpose | Type of Data | Lawful basis for processing your data | Our reasons |
|--|--|--|--|
| To register you as a new club member, or renew your Membership | Identity Data; Contact Data; Financial Data; | Fulfilling contracts; Our legitimate interests; Our legal duty | Being efficient about how we manage Memberships and run our clubs Developing products and services. |
| To fulfil our legal obligations or to cooperate in any law enforcement or regulatory investigation | Identity Data; Contact Data; Financial Data; | Our legal duty | |
| To manage the relationship effectively including informing you of services available and to fulfil your requests | Identity Data; Contact Data; Financial Data; | Fulfilling contracts; Our legitimate interests; Our legal duty | Being efficient about offering our club services and products to members. Developing products and services. |

6.6 Occasionally, with a Member's permission and depending on the purpose for and context in which they gave that permission, the Club and/or any Club within the Goodwood Group may send marketing information and news, for example, relating to new events, services or product offerings, loyalty schemes and clubs, gift cards and other promotions and offers. This may include sending Members marketing information for the products or services of a commercial or promotional partner on that partner's behalf. Those selected companies are either automotive or other commercial partners or partners who perform a function such as prize-provision within Club or Club promotions and offers, or are agencies and suppliers which the Goodwood Group has retained to assist it to more effectively fulfil orders, manage and conduct promotions and offers, provide technical assistance and support and perform other functions to support its marketing activities. Such communications will be provided to Members by email, post or telephone.

However, in every case, if a Member elects not to receive such communications or elects to discontinue receiving them, then the Club will not send or will cease sending them to the Member.

6.7 The Club does not intentionally or knowingly process personal information from individuals under the age of 16. When necessary, underage users will be told not to submit any personal details and the Club will make every effort to delete any details of such users where a parent or guardian has informed it that these details have been collected

6.8 We will not share your data with third parties and we will not transfer your data outside of the European Economic Area.

6.9 We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for including for the purposes of satisfying any legal requirements.

6.10 Under certain circumstances, you have rights under data protection laws in relation to your personal data and these are the right to:

- (a) Request access to your personal data;
- (b) Request correction of your personal data;
- (c) Request erasure of your personal data;
- (d) Object to processing of your personal data;
- (e) Request restriction of processing your personal data;
- (f) Request transfer of your personal data;
- (g) Right to withdraw consent.

7 Interpretation and Severance

7.1 Clause headings are for convenience only and shall not govern the interpretation of these clauses.

7.2 In the event that any term, condition, provision or clause of these Rules and Regulations shall be nullified or made void by any statute, regulation or order or by the decision or order of any court having jurisdiction, the remaining terms, conditions, provisions and clauses shall remain in full force and effect.

8 Disputes and Applicable Law

8.1 This Constitution, as well as all the subsequent documents and all additional documents referring to the Club are governed by the laws of England and should be interpreted and implemented conforming to the laws of England.

8.2 The Club and the Members should always seek to resolve any disagreements in a friendly manner and in good faith. In the absence of an amicable settlement, any dispute will be judged exclusively by the courts of England