

ARC's Annual Members Racing Club

Terms & Conditions

These Terms and Conditions set out the terms and conditions for Arena Racing Company ("ARC")'s Annual Members Racing Club (the "Racing Club").

Arena Racing Company is a trading name for Arena Leisure Racing Limited, a company registered in England and Wales under company number 05969353, whose registered office is at 4th Floor, Millbank Tower, 21-24 Millbank, London, SW1P 4QP.

- 1. The Racing Club is an exclusive, free of charge, benefit to ARC's Annual Members only. Please refer to ARC's Annual Membership webpage (<u>link</u>) and its terms and conditions, as set out on the abovementioned webpage.
- 2. The Racing Club enables the Annual Members to win exclusive prizes in their selected ARC racecourse (each a "Racecourse").
- 3. ARC shall giveaway four double tickets on a monthly basis to Annual Members who correctly fill in the ballot mentioned below (the "Tickets").
- 4. The Tickets will entitle the four winning Annual Members and their guests to have an owner experience, being able to visit the selected Racecourse on a raceday fixture in which the trainer decides the run one of the eight horses currently in training (the "Fixture"), including having access to the Owners and Trainers Lounge, the parade ring and more (the "Experience"). Such Fixture shall be informed with short notice, based on where the trainer decides to declare the horse to race.
- 5. ARC shall send an email to Annual Members with a link for a ballot every quarter, which shall inform the Annual Members of the Fixtures to which the Annual Members may apply to.
- 6. To fill in the ballot, the Annual Members shall input their Racecourse selection, their Annual Member's number and their email address. The Annual Members may only fill in one ballot each quarter. Any additional ballots will be null and void and only the first submitted ballot will be considered.
- 7. The Annual Members may choose their preferred Racecourses in which they want to benefit from the Experience. Subject to the restriction below in section 8, the Annual Member may select more than one Racecourse per ballot.
- 8. Please be advised that due to the short notice period, as stated in sections 4 and 10, Annual Members shall only select Racecourses with which they are comfortable to travel on a short notice.
- 9. ARC shall choose a winning Annual Member at random from the validly submitted ballots and shall disclose the winners by email to the email address the Annual Members submitted when submitting their ballot.
- 10. The winning Annual Members shall have 24 hours to accept the Experience. If they do not do so, or they are unable to attend the selected Racecourse, ARC reserves the right to select a different winner, and no alternative prize will be attributed to the first winner.

www.arenaracingcompany.co.uk

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- 11. If the second selected winner does not redeem the Experience in 24 hours following communication from ARC, ARC reserves the right to withdraw such Experience for that month.
- 12. ARC shall not be responsible for lost or misdirected messages, unavailable network connections, failed incomplete, garbled or delayed computer transmissions, online failures, hardware, software or other communications failures or circumstances affecting receipt or entrants ability to claim or participate in the Experience or if any racing or any other event applicable to the Experience is cancelled for any reason or any circumstances affecting a winning Annual Member's ability to access or use the Experience or for any Event of Force Majeure.

* "Event of Force Majeure" means:

a fire, flood, lightning, storm, earthquake or other similar geological or metrological event or condition or Act of God, national emergency, diseases, epidemic, pandemic, war, act of terrorism, riot or criminal act or damage, strike, lockout or other industrial action not involving the Promoter's employees (to the extent such failure is beyond the reasonable control of the Promoter) or any other event beyond the control of the Promoter. The entrant acknowledges and agrees that any disruption caused by the outbreak of coronavirus (COVID-19) or similar diseases (such as the temporary or permanent closure of the venues) shall constitute an Event of Force Majeure.

- 13. The Experience is non-exchangeable, non-transferable, non-endorsable and not redeemable for cash or other prizes. ARC retains the right to substitute the Experience and the Fixtures with another experience or fixture of similar value in the event the original Experience or Fixture is not available.
- 14. When a winning Annual Member accepts the Experience, ARC shall disclose all relevant information, including a full description of the Experience, timings and the relevant Racecourse. Please be advised that ARC shall only publish the winners with short notice of the relevant fixture, so the Annual Member must be able to visit the selected Racecourse for the Experience.
- 15. Entry to a Racecourse will only be allowed upon presentation of a valid Annual Members' Badge and Card and with the confirmation of winning the Experience. Failure to produce the Badge and Card and winning confirmation may result in refusal of entry.
- 16. ARC reserves the right to amend these Terms and Conditions in its sole discretion. Where possible, changes in these Terms and Conditions will be communicated online or by email.
- 17. Please check the dress code policy of each Racecourse prior to attending. The winning Annual Members and accompanying guest must comply with the ARC's Terms and Conditions of Entry and Special Terms and Conditions, available at https://www.arenaracingcompany.co.uk/terms-and-conditions. In particular, the winning Annual Member and accompanying guest must comply with all health and safety guidelines and instructions and all applicable legal and regulatory requirements.
- 18. Any breach of these Terms and Conditions will result in termination of the Annual Membership, with no refund given, and all rights and benefits granted hereunder shall immediately cease.
- 19. These Terms and Conditions shall be governed by English Law and the parties submit to the exclusive jurisdiction of the English courts.