

# **JOCKEY SPONSORSHIP**

## **Code of Conduct**

1 January 2024

This Code of Conduct represents the sponsorship controls approved by the Directors of the British Horseracing Authority under <u>Rule (E)4</u> of the Rules of Racing.

This edition of the Code will take effect from 1<sup>st</sup> January 2024, replacing all previous versions published.

## CONTENTS

			Page
1.		Introduction	3
2.		Branding Opportunities	4
3.	a) b) c) d)	Jockey Sponsorship: Opportunities Definition of a Jockey Definition of Sponsorship Definition of Logo What can be sold – branding sites and sizes, appearance and method of fixing	4/5
4.		Registration of Contracts	6
5.		Distribution of Income	6
6.		Unacceptable Products or Services	7
7.		Sponsorship by Betting Organisations	7
8.		Sourcing Branding	7
9.		Exclusivity Arrangements	7
10.		Visibility of Branding Sites	8
11.		Conditional and Apprentice Jockeys	8
12.		Amateur Riders	8
13.		Effective Date	8
14.		Further Information	9
<u>App</u>	endic	<u>es</u>	

- 1. Photographs of sample branding
- 2. Sponsorship Contract
- 3. Media Interviews/Trophy Presentations Protocol

## Jockey Sponsorship - Code of Conduct

## 1. Introduction

This Code of Conduct ("the Code") represents the sponsorship controls, for Jockey Sponsorship, approved by the British Horseracing Authority ("BHA") under <u>Rule (E)4</u> of the Rules of Racing.

No form of sponsorship may be carried on Jockeys' equipment at race meetings held in Great Britain unless a contract has been registered with the BHA in accordance with the Code.

Sponsorship permitted under the Code only extends to race meetings held in Great Britain. As far as racing in other countries is concerned, any form of advertising/sponsorship on Jockeys' equipment is a matter for the relevant Racing Authority.

Failure to comply with any part of the Code, as amended from time to time, will be a breach of the Rules of Racing for which warnings and penalties may be imposed. The penalties will range from a fine or referral to the BHA, depending upon circumstances.

Where the Code grants rights in favour of the Professional Jockeys Association ("PJA") those rights shall be exercisable by the PJA or by PJA Commercial Limited.

The Code is effective as of 1 January 2024, replaces the previous Code of Conduct, and may be subject to amendment from time to time. Any renewal of existing contracts or registration of new contracts must comply with the Code, as amended, which may also be amended in future.

It is essential that both the spirit and letter of this Code are observed, by all parties, at all times.

British Horseracing Authority 1 January 2024

## 2. Branding Opportunities

Jockeys have specific branding opportunities on the following:

- Breeches (defined as personal garments worn as part of a Jockeys'
- equipment)
- Clothing (defined as personal garments worn underneath owners' silks, as part of a Jockeys' equipment)

Refer to <u>Section 3 (d)</u> for further details.

## 3. Jockey Sponsorship: Opportunities

This section of the Code lays down the sponsorship opportunities available to Jockeys.

a) Definition of a Jockey

A Jockey means a person who holds a valid licence issued by the BHA which allows them to ride in Races, or equivalent licence issued by a Recognised Racing Authority, and includes Apprentice Jockeys, Conditional Jockeys, Overseas Jockeys and Amateur Jockeys.

b) Definition of Sponsorship

'Sponsorship is a business relationship between a provider of funds, resources or services and an individual, event or organisation which offers in return rights and association that may be used for commercial advantage.' (*S. Sleight; Sponsorship: 'What it is and how to use it' 1989*)

It is emphasised that the key terms are business relationship and commercial advantage, which distinguish sponsorship from patronage, essentially an altruistic gesture. Sponsorship must be understood as similar to a partnership between two parties of mutual benefit to both.

c) Definition of Logo

Short for logotype, a logo is a trade mark, company name/emblem or series of characters, which may be used within any of the branding sites referred to in the Code.

d) What can be sold - Branding sites and sizes, appearance and method of fixing.

These dimensions comply with the UK Code of Broadcast Advertising ("The BCAP Code").

### **Branding Sites: Jockeys' Breeches**

There shall be **four** branding sites only available on Jockeys' breeches as follows:

- Thigh site *Two* identical sites, each of 32 sq. inches (209 sq. cm), each site placed on outer sides of breeches, positioned between hip and knee.
- Coccyx site **One** site of 10 sq. inches (64 sq. cm), placed on rear of breeches, at base of spine.
- Posterior site **One** site of 32 sq. inches (209 sq. cm), on the rear of the breeches, positioned below the coccyx site. This site is the property of the PJA and as such, may only be sold by them as part of a group deal. All income generated from the use of this site shall be retained by the PJA.

This site will only be available to PJA Members, save as may be agreed from time to time between the BHA and the PJA, and it will be mandatory for all PJA members from 1<sup>st</sup> April 2017.

## **Branding Sites: Jockeys' Clothing**

There shall be **one** branding site only available on Jockeys' clothing worn underneath owners' silks (such as roll-neck/polo neck-type-apparel), as follows:

Neck site **One** site of 6 sq. inches (38.5 sq. cm), placed on the stock centre front of clothing.

See <u>Appendix 1</u> for an illustration of the above branding sites.

### Appearance and Fixing

Full colours are permissible. Logos should be stitched or printed on the branding sites. Jockeys must always carry an unbranded set of breeches and clothing, which must be used in the event of any non-compliance with the Code. Branding must comply with the Code at all times when it appears on the racecourse in the following locations:

- i) in any stabling area or horsebox
- ii) in the pre-parade or parade ring
- iii) on the race track
- iv) in the winner's enclosure and any other unsaddling area
- v) whilst mounted on a horse
- vi) in the weighing room
- vii) whilst proceeding between any of the above locations

With the exception of the Posterior site, the branding sites on Jockeys' breeches and clothing shall belong to individual Jockeys. The owners of the branding sites may, according to commercial considerations, sell the rights to their own sites individually or collectively.

No form of sponsorship may be carried on Jockeys' breeches and clothing at race meetings held in Great Britain unless a contract has been registered with the BHA in accordance with the Code.

## The use of any other clothing or equipment for branding purposes is expressly prohibited under the Code. This would include, but not be restricted to, baseball caps, other headgear, clothing, eyewear etc.

Jockeys will also note that they are required to comply with the agreed conditions for Media Interviews/Trophy Presentations as in <u>Appendix 3</u> to this Code.

## 4. Registration of Contracts

## **Individual Contracts**

The Jockey must register a written contract with the BHA through the Sponsorship Desk at Weatherbys (sponsorship@weatherbys.co.uk) where the details of the contract will be checked for compliance with the Code. Attached at Appendix 2 is a proforma contract setting out the minimum information required before approval and is available from the BHA and PJA websites. The maximum period of continuous sponsorship before renewal is 36 months.

The contract must be completed and signed by the Jockey and the Sponsor for approval, registration, and publication by the BHA prior to the first appearance of any branding on a racecourse permitted by the Code. Such branding must match that agreed in the contract registration.

The minimum value for Jockeys' sponsorship contracts will be £1000 + VAT (where applicable) per year.

A fee in accordance with the <u>Fee Code</u> is due to the BHA at the time of registration. No registration will be effected until such time as the fee has been paid. Fees can be paid through:

- i) BHA or Weatherbys Account (subject to sufficient funds)
- ii) Bank Transfer or Card (by telephone to Sponsorship Desk: 01933 440077)
- iii) Cheque made payable to BHA

The amount of the registration fee is subject to an annual review.

### **Group Contracts (Posterior site)**

In the case of a group sponsorship of the Posterior site, the Professional Jockeys Association (PJA) is the authorised agent for all PJA members and will arrange necessary registration of Posterior site sponsorship on confirmation of membership. Full details of the group sponsorship agreement are available from the PJA. It is essential that all parties to the contract recognise the need to comply with the Code, as amended from time to time.

## 5. Distribution of Income

The branding sites on Jockeys' **breeches** (apart from the Posterior site) and Jockeys' **clothing**, shall belong to individual Jockeys, who may, according to commercial considerations, sell the rights to these individual sites individually or collectively.

Income generated through sponsorship of Jockeys' clothing and breeches sites (excluding the Posterior site) under the Code, must be paid to and administered by the Stakeholders, Weatherbys, as appointed under the Rules of Racing.

All income generated from sponsorship of the Posterior site shall belong to the PJA. The money generated by the Posterior site will be used to benefit those PJA members participating in group sponsorship of the Posterior site through various schemes organised by the PJA. At the date of publication of the Code, the money was to be used towards the cost of Career Ending Injury insurance for PJA members.

## 6. Unacceptable Products or Services

All sponsorship or advertising under the Code must also comply with the UK Code of Broadcast Advertising (<u>"The BCAP Code</u>").

Under The BCAP Code the following products or services are listed as unacceptable:

- i) All tobacco products
- ii) Betting systems and products that are intended to facilitate winning games of chance
- iii) Breath-testing devices or products which mask the effects of alcohol
- iv) Guns and gun clubs
- v) Prostitution and sexual massage
- vi) Obscene material
- vii) Pyramid promotional schemes

The above list of unacceptable products is not exhaustive and under <u>Rule (E)6</u> the BHA shall have complete discretion whether to approve and register any sponsorship contract. Any contact submitted relating, in the opinion of the Directors, to an unacceptable product or service, will not be approved or registered, and Jockeys will not be permitted to carry any logos under such contracts.

## 7. Sponsorship by Betting Organisations

Jockeys' sponsorship by Betting Organisations remains subject to on-going review and scrutiny and, should good cause be shown at any time, may be subject to cancellation and removal from the register of sponsorship agreements maintained by the BHA. This does not affect the BHA's general powers as to registration as set out in the Rules of Racing

All non-riding commercial agreements with Betting Organisations are also subject to separate registration and approval in accordance with <u>Rule (J)2.</u>

## 8. Sourcing Branding

Following the signing of a contract and registration with the BHA, arrangements must be made to produce branding on the Jockey's breeches and/or clothing. Details of known manufacturers can be obtained from the PJA.

It is the Jockey's responsibility to ensure that the branding supplied by the manufacturer meets the requirements of the Code.

## 9. Exclusivity Arrangements: The Aintree Grand National Meeting and The Epsom Derby Meeting

The Aintree Grand National Meeting and The Epsom Derby Meeting have optional exclusivity arrangements for all Jockeys' branding sites for <u>all</u> races run at these meetings. Jockeys must not carry branding on their equipment for any race(s) run at these race meetings if this option is exercised by the Race sponsor.

A Jockey may enter into a contract with Meeting sponsors or Race sponsors at either Meeting, provided it meets the approval of their respective sponsor, the respective owner(s) of horse(s) running at the Meetings and the BHA. Details of these arrangements, including race meeting sponsorship payments, will appear in the Racing Calendar from time to time in accordance with the Race Conditions.

## 10. Visibility of Branding Sites

The branding sites and sizes covered by the Code must be respected by all parties. Any obstruction of the visibility of legitimate branding sites by any party, whether pre-meditated or otherwise, is prohibited, except where such action is taken on the grounds of horse welfare or exclusive sponsorship rights, e.g. The Grand National and Derby Meetings. Such practice may constitute a breach of the Rules of Racing for which penalties may be imposed.

## 11. Conditional and Apprentice Jockeys

Any sponsorship contract for Conditional or Apprentice Jockeys submitted for registration to the Sponsorship Desk will also need to include the signature of the employing Trainer. If the Jockey is under eighteen years of age, the signature of a parent/guardian will also be required.

Unless waived by the employing Trainer, any sponsorship income earned by either a Conditional or Apprentice Jockey will be split between the Jockey and the employing Trainer in the same way as prize money is distributed in the Rules of Racing and the Apprentice Riding Agreement.

Any Conditional or Apprentice Jockey who is a member of the PJA shall wear the PJA Group Sponsorship branding on the Posterior site and does not have to seek permission to wear this branding from their employing Trainer or their parent/guardian. No payment will be received by the employing Trainer from the Apprentice or Conditional Jockey in respect of the Posterior site.

## 12. Amateur Jockeys

Amateur J o c k e y s are excluded from seeking sponsorship income for themselves as any payment would, through <u>Rule (B)38</u> make the rider ineligible to hold an Amateur Jockeys' licence.

However, providing a minimum payment of £250 is paid through registration to the Amateur Jockeys Association and no payment of any kind is made to an Amateur Jockey in return for the appearance of branding on breeches or clothing as outlined in Section 3(d), then such Amateur Jockey may be permitted to carry such branding. In these circumstances, references to 'Jockeys' in the Code are to be construed as applying to Amateur Jockeys. No contract will be registered until such time as the payment of the £250 has been made.

The Posterior site on the breeches is not available to Amateur Jockeys as they are not, by definition, members of the PJA.

No applications for Amateur Jockeys seeking sponsorship from a Betting Organisation under Section 7 of the Code will be considered.

## 13. Effective Date

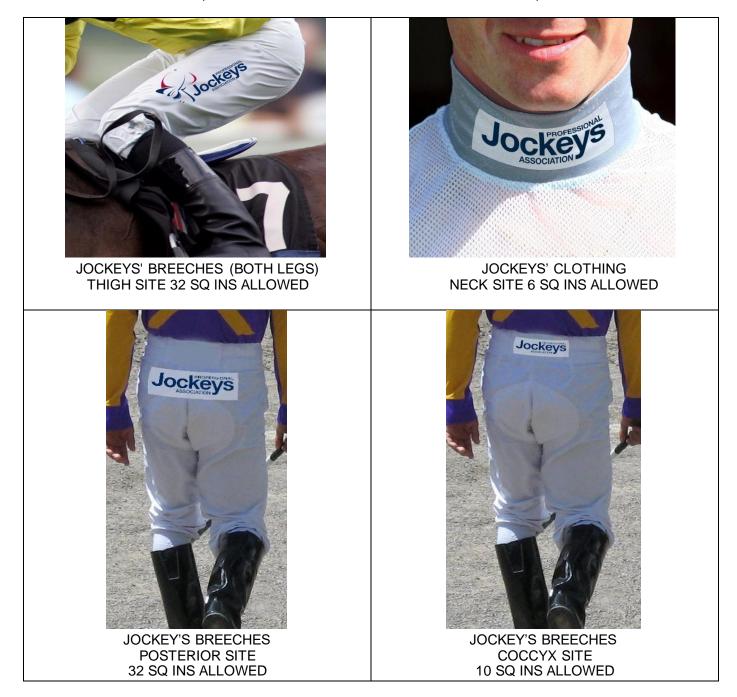
This edition of the Jockeys' Sponsorship - Code of Conduct becomes effective from 1 January 2024 but it may be subject to amendment from time to time.

## 14. Further Information

For further information, please contact:	Telephone	Email:
The Sponsorship Desk Weatherbys Sanders Road Wellingborough	01933 440077	sponsorship@weatherbys.co.uk
Other Useful addresses and numbers:		
British Horseracing Authority Holborn Gate, 26 Southampton Buildings, WC2A 1AN	0207 152 0000	info@britishhorseracing.com
The Professional Jockeys Association 39b Kingfisher Court Hambridge Road Newbury Berk shir	01635 778108	info@thepja.co.uk
The Amateur Jockeys Association of Great Britain Mrs Sarah Oliver Crews Hill House Alfrick Worcester WR65H	01886 884488 07789 935399	sph.oliver@btinternet.com

## **APPENDIX 1**

#### PHOTOGRAPHS OF SAMPLE BRANDING (ALL SITES SHOWN ARE AVAILABLE TO JOCKEYS)



# PLEASE REFER TO JOCKEY SPONSORSHIP CODE OF CONDUCT FOR FULL DETAILS OF SITES, SIZES, AND PERMITTED VISIBILITY

© THE BRITISH HORSERACING AUTHORITY



## JOCKEY SPONSORSHIP CONTRACT

THIS AGREEMENT is to start the \_\_\_\_\_day of \_\_\_\_\_year\_\_\_\_\_

#### **BETWEEN:**

 JOCKEY'S DETAILS ("the Jockey")

 Name of Jockey:

 Address:

 Contact Tel Number:

 Contact Fax Number:

 Contact Email Address:

 NB. (It is important that you provide this information in case of any queries regarding this sponsorship agreement)

SPONSOR'S DETAILS ("the Sponsor")					
Name of Sponsor:					
Address:					
Contact Tel Number:					
Contact Fax Number:					
Contact Email Address:					
Web Site:					
Nature of Business:					
Betting Organisation? (please circle):	Yes	No			
Name/Logo/Products:					

#### ALL JOCKEYS:

Contracts should be returned to: Sponsorship Desk, Weatherbys, Sanders Road, Wellingborough, Northamptonshire, NN8 4BX. Tel: 01933 440077 Email: <a href="mailto:sponsorship@weatherbys.co.uk">sponsorship@weatherbys.co.uk</a>

A fee in accordance with the <u>Fee Code</u> is due to the BHA at the time of registration. No contract will be registered without the applicable fee having been paid. Fees can be paid through:

- i) BHA or Weatherbys Account (subject to sufficient funds)
- ii) Bank Transfer or Card (by telephone to Sponsorship Desk: 01933 440077)
- iii) Cheque made payable to BHA

#### AMATEUR JOCKEYS:

Contracts will not be registered without payment of the required £250. Payment may be made through any of the above ways but all sums once paid will be transferred to the AJA.

Applications for sponsorship from Betting Organisations will not be considered for Amateur Jockeys

#### WHEREAS:

- (a) The sponsor is the designer, manufacturer or provider of the products as defined in paragraph 4.
- (b) The jockey has agreed to promote the products or services pursuant to the terms of this agreement.

#### 1. Definitions

The following words shall have the following meanings.

- 1.1 "the BHA": the British Horseracing Authority.
- 1.2 "the Branding Sites": the sites on clothing worn by jockeys, when riding in race meetings, where logos are permitted pursuant to the Code.
- 1.3 "the Code": the BHA Code of Conduct on Jockey Sponsorship [a copy of which is available on the BHA website].
- 1.4 **"the Fees"**: the payments to be made by the sponsor to the jockey pursuant to the terms of this agreement and the free provision of goods/services to the jockey pursuant to clause 4, below.
- 1.5 "the Period": the period of \_\_\_\_\_months/years (must not exceed 36 months) commencing on the date that registration with and approval of this agreement by the BHA pursuant to the Code is advertised by publication on the Racing Calendar web site.
- 1.6 "the Rights": the rights set out in clause 2, below.
- 1.7 "the Rules of Racing": the Rules of the BHA.
- 1.8 "the Territory": Great Britain.
- 1.9 **"Sponsor's Advertising Material"**: that material containing the sponsor's logo advertising the products of services in accordance with the Code.

#### 2. Grant of Rights

Subject to registration with and approval of this agreement with the BHA under the Code, in consideration of the payments to be made by the sponsor, the jockey will during the Period and throughout the Territory:

- 2.1 wear the Sponsor's Advertising Material on the Branding Sites when engaged to ride at all race meetings in the Territory in the manner permitted by the Code and always subject to the owner's right of non-participation as defined by the Code.
- 2.2 allow the sponsor to use the approved image and name of the jockey in the promotion and advertising of the products/services by any means that is lawful and reputable and permitted by the Code and within any media.
- 2.3 make himself/herself available at reasonable times to be agreed during race meetings (but no more than once at each meeting) and at such other times and places as may be agreed for personal interviews and suitable promotional activities promoting the products in a manner fitting to the status of the jockey.

#### 3. The Fees and Expenses

The minimum value for jockeys sponsorship contracts will be £1000 + VAT (where applicable) per year.

The sponsor agrees to pay the following fees (which are non-repayable):

- 3.1 a basic fee in each year of £\_\_\_\_\_payable annually in advance. The first payment to be made at the commencement of the Period
- 3.2 additional fees of
  - 3.2.1 £\_\_\_\_\_for each race in which the jockey ride is entered to ride and starts in such race which is broadcast of free to air television; and,
  - 3.2.2 £\_\_\_\_\_for each and every race won by the jockey which is broadcast on television; and,

3.2.3 £\_\_\_\_\_\_should the jockey win any of the following races, namely:

------

- 3.3 Such additional fees being paid half yearly in arrears, the first payment to be made six months after the commencement of the Period. If the sponsor requests the jockey to undertake personal promotional activities for the sponsor under clause 2.3 then the sponsor agrees to pay all reasonable expenses incurred by the jockey in doing so in accordance with a budget to be agreed between the sponsor and the jockey.
- 3.4 All sums payable pursuant to this agreement shall be exclusive of VAT which shall where applicable be payable in addition.
- 3.5 All income generated under this agreement shall be paid to and administered by the stakeholder, Weatherbys, as appointed under the Rules of Racing.

#### 4. Sponsor's Obligations

The Sponsor:

- 4.1 will pay sufficient funds to the stakeholder at such times as will enable the stakeholder to effect payment of the fees set out in clause 3 above at the times indicated.
- 4.2 will forthwith apply to register this agreement and the Sponsor's Advertising Material for approval with the BHA and will notify the jockey once registration has taken place and approval granted.
- 4.3 will discuss the manufacture of the items to bear the Sponsor's Advertising Material with the jockey and be responsible for the cost of manufacture of all goods to be worn or used by the jockey using the Sponsor's Advertising Material.
- 4.4 ensure that the Sponsor's Advertising Material will comply with the Code and all relevant laws and regulations relating to the publication of advertising and promotional material and in particular that it will not be misleading or in breach of third party rights.
- 4.5 confirms that it is the sole owner of or controls all copyright and any other rights in the Sponsor's Advertising Material to be used and that any use by the jockey or on his/her behalf under this agreement of the Sponsor's Advertising Material will not expose him/her to any criminal or civil proceedings
- 4.6 confirms that it has full title and authority to enter into this agreement and is not bound by any previous agreement which already affects this agreement and that it has the necessary power to grant the rights granted hereunder in the Sponsor's Advertising Material as contemplated hereunder, which will not be in breach of any rights of any third party.
- 4.7 agrees to provide the jockey free of charge with the benefits in kind as detailed below:-

## Should any other terms be agreed to, full details must be provided on a separate sheet which accompanies this form.

**Please Note:** Any non-riding commercial agreements with Betting Organisations are subject to separate registration and approval in accordance with <u>Rule (J)2</u>. If such an agreement has already been registered, or is intended, please tick here []

#### 5. Assignment

Neither party will be entitled to assign this agreement to any other party save that the sponsor shall be entitled to assign the benefit and obligations of this agreement provided that the purchaser/assignee enters into an agreement with the jockey upon the same terms as herein set out for the remainder of the Period.

#### 6. Termination

In addition to any other rights and remedies that the jockey may have, this agreement may be terminated by giving written notice to the sponsor in the following circumstances:

- 6.1 where the sponsor is in material breach of any of its obligations or agreements hereunder which is or are not capable of remedy; or
- 6.2 where the sponsor is in material breach of its obligations or agreements hereunder which are capable of remedy and fails or refuses to remedy such breach after receiving written notice requiring it to do so within 14 days from the date of such notice (and the jockey shall not be obliged to carry the Sponsor's Advertising Material during such 14 days); or
- 6.3 where the sponsor goes into voluntary or involuntary liquidation, is declared insolvent either in bankruptcy proceedings or other legal proceedings, reaches agreement with its creditors due to its inability or failure to pay its debts as they fall due and/or has a receiver appointed over the whole or part of the sponsor's business
- In addition to any other rights and remedies that the sponsor may have, this agreement may be terminated by giving written notice to the jockey in the following circumstances:
- 6.4 where the jockey is in material breach of his/her obligations or agreements hereunder which is or are capable of remedy; or
- 6.5 where the jockey is in material breach of his/her obligations or agreements hereunder which is or are capable of remedy and fails or refuses to remedy such breach after receiving written notice requiring him/her so to do within 14 days from the date of such notice (and no payment shall be made to the jockey under clause 3, above, during the 14 days); or
- 6.6 where the jockey is a Disqualified Person (as defined in the Rules of Racing); or
- 6.7 Where the Sponsor is a Betting Organisation, the parties acknowledge and agree that pursuant to its rights under <u>Rule (E)6</u> of the Rules of Racing, the BHA may withdraw its approval of this agreement in the following circumstances:
  - 6.7.1 in the event that the Betting Organisation ceases to have an all- encompassing funding deal in place with British Racing i.e. those paying the full Horseracing Betting Levy or equivalent, such as Additional Voluntary Contributions or commercial deals; and/ or
  - 6.7.2 in the event that BHA decides to withdraw its approval of sponsorship arrangements with Betting Organisations at the end of any trial period, or otherwise.

#### 7. Indemnity

Each party undertakes to indemnify the other party against all liabilities, claims, demands, actions, costs (including reasonable legal fees), damages or losses suffered by such parties arising directly or as a result of any breach or non-performance by the indemnifying party of the obligation contained in this agreement.

#### 8. Force Majeure

In the event that this agreement cannot be performed or its obligations fulfilled for any reason beyond the reasonable control of the jockey including such events as injury, illness, abandonment of race meetings, war, industrial action, floods, Acts of God, unforeseen technical failures, then such non-performance or failure to fulfil its obligations shall be deemed not to be in a breach of this agreement and shall not render the jockey liable to the sponsor in respect of the same.

#### 9. Confidentiality

Save for the registration with the BHA as required under the Code, each party agrees with the other that it will maintain as confidential and will not make any unauthorised use of any private or confidential information about the other party and its business or its private and financial affairs that may come into its possession as the case may be.

#### 10. Governing Laws

This agreement shall be constructed and enforced in accordance with the Laws of England and Wales whose Courts shall be the sole courts of jurisdiction.

#### 11. Entire Agreement

This document and the Code constitutes the entire agreement between the parties hereto relating to the subject matter hereof and no statement or promise or inducement which is not contained herein shall be binding or effective and this agreement shall not be varied or amended except by a separate written agreement between the parties hereto.

#### 12. Miscellaneous

- 12.1 Nothing in this agreement is intended nor shall create any partnership between the parties hereto.
- 12.2 Any notice or other communication from any party (Sender) to the other party (Recipient) which is required to be given under this agreement (Notice) must be in writing (which for these purposes includes e-mail) and signed by or on behalf of the Sender (or in the case of an e-mail, bears the name of the Sender). The Sender may either:
- 12.2.1 deliver the Notice, or arrange for its delivery, by hand and retain satisfactory proof of delivery; or
- 12.2.2 send the Notice by recorded delivery or registered post and retain a receipt of delivery or sending; or
- 12.2.3 send the Notice by e-mail and retain an e-mail confirming receipt.
- 12.2.4 Any Notice shall be deemed to have been served:
- 12.2.5 if delivered by hand, at the time and date of delivery; or
- 12.2.6 if sent by recorded delivery or registered post, 48 hours from the date of posting (such date as evidenced by postal receipt etc.); or
- 12.2.7 if sent by e-mail, when the Sender receives a reply e-mail confirming delivery.
- 12.3 The jockey gives no warranty hereunder that he/she will ride in any minimum number of races during the Period, but confirms that it is his/her intention where practicable and possible to accept all suitable rides offered to him/her during the Period.

IN WITNESS whereof the parties have hereunto set their hands the day and year first above written

SIGNED BY: (for and on the behalf of the jockey)	Signature:
In the presence of:	Signature:
SIGNED BY: (for and on the behalf of the sponsor)	Signature:
In the presence of:	Signature:

#### MEDIA INTERVIEWS/TROPHY PRESENTATION PROTOCOL

#### 1. Introduction

This protocol is published following discussions between the PJA, the Racecourse Association (RCA), the Horserace Sponsors Association (HSA) and the BHA. They have been introduced with the aim of raising Racing's overall profile and accommodating the needs of racegoers on whose support we rely so heavily.

If Racing is to continue to compete and keep abreast of other sports, we have to make increased efforts to present ourselves in a favourable light. Every major sport including Football, Rugby and Cricket have brought in new marketing and presentation techniques and Racing must follow suit.

Jockeys are no different to footballers and other sportspersons in that the public wants to hear your views, take photographs and secure your autograph. If Racing and Jockeys raise their overall profile, then we all benefit and you are expected to adhere to the protocol at all times. We can assure you that we are not trying to invade your privacy or cause embarrassment in awkward situations. We are merely trying to improve Racing's image for the benefit of all.

#### 2. <u>Trophy Presentations / Race-Sponsor Presentations</u>

a) If riding in the following race, Jockeys should, time permitting, place the Owners' colours from the race relevant to the trophy presentation over any other colours. Jockeys should then proceed to the trophy presentation immediately.

b) At no stage can a Jockey wear any sponsored clothing other than the logos allowed on his/her riding equipment in compliance with the Code of Conduct for Jockey Sponsorship.

c) Even if riding at an evening meeting, Jockeys are asked to remain on course for Trophy or Race-Sponsor Presentations.

d) If possible, Jockeys should make every effort to thank the sponsors involved for their support and pose for any necessary photographs.

#### 3. <u>Television Interviews</u>

If approached by BBC, Channel 4, Racing UK, At The Races or Sky, following the running of a televised race, Jockeys are requested to agree to an interview. This would be the normal procedure in other sports where competitors/players <u>must</u> attend a press conference or give a televised interview. On the vast majority of occasions the broadcasters are not there to ask difficult questions but merely to inform the viewer as to what happened in a given race.

Jockeys are also asked, where possible, to respond positively to requests by local and regional television and radio stations as they do much to promote racing in their catchment area.

#### 4. <u>Press Conferences - Feature Races</u>

Following the running of major races, the press will want to record the views of the winning Jockey. A number of racecourses now have designated interview area/press conference room. In future these facilities will be used to ask questions in the form of a press conference. This should be easier for Owners, Trainers and Jockeys as opposed to the informal questioning in and around the Winner's Enclosure.

Jockeys are asked, where possible, to make time to attend these press conferences following the major races.

#### 5. Racecourse Interviews - Public Address System

To assist racegoers, interviews with Owners, Trainers and Jockeys will often be conducted over the Racecourse Public Address System. These could take place before or during racing and Jockeys are again requested, where possible, to grant interviews if approached by the Racecourse Executive. The questions may be of a basic nature but they are of great interest to the racegoer.

## 6. <u>General</u>

Jockeys are reminded that when giving interviews as outlined above, they should refrain from commenting on any Stewards' Enquiries immediately after races, so as not to prejudice any outcome of such enquiries. Jockeys are also reminded if there are contentious issues being discussed, of the need to keep comments legal and be aware of the laws of defamation.

Compliance with any part of this Protocol must not unnecessarily affect the smooth running of Racing and in particular, must not delay the weigh-in procedures or affect the start of any race.