

## **SIS MEDIA LIMITED**

### **END USER CERTIFICATE (Direct End User)**

1. By accepting delivery of the Pre-Race Data (as set out in Appendix 1), you agree that the terms of this End User Certificate ("EUC") are incorporated into your agreement ("Agreement") with us for the supply of services or where you have not entered into an agreement with us directly, you agree that by accessing the Pre-Race Data via services provided to you, you are bound by the EUC. This EUC may be enforced by Sports Information Services Limited (if you are based in outside of the European Economic Area) or SIS Media Limited (if you are based inside the European Economic Area).
2. The terms of this EUC may be enforced directly against you by Racecourse Data Company Limited ("RDC") under the Contracts (Rights of Third Parties) Act 1999.
3. Terms defined in your Agreement shall have the same meaning in this EUC.
4. In consideration of, and subject to, your compliance with the obligations and restrictions set out in this EUC, we hereby grant to you a non-exclusive licence to use the Pre-Race Data (as set out in Appendix 1) from the racecourses set out in Appendix 2 (each a "Racecourse" and together the "Racecourses") for the purposes ("Purposes") set out in Appendix 3 until the expiry of the Term or 31<sup>st</sup> December 2019 (whichever is the earlier), solely for your personal use in connection with your own business, and provided that:
  - (a) you will only publish the most recently updated version of the Pre-Race Data as at the time of publication (whether updated by RDC or its third-party providers to correct an earlier error or to reflect changes in runners, riders or entries in respect of any Fixture or for any other reason);
  - (b) you will, except to the extent necessary to maintain records for your own internal and legal purposes, delete all Pre-Race Data that it is no longer permitted to publish, including all earlier versions of Pre-Race Data that RDC or its third-party providers has, prior to publication, replaced with updated versions and any other Pre-Race Data that we or RDC specifically instruct you to delete;
  - (c) you will publish the Pre-Race Data only as provided to you by us without edit, adaptation or change;
  - (d) you will not use any of the Pre-Race Data to create your own tables, database(s) or compilations of data, except for your own internal accounting purposes or to comply with any applicable legal or regulatory requirement;
  - (e) you will not use the Pre-Race Data for any purpose except as expressly permitted by this EUC;
  - (f) you ensure that the Pre-Race Data may only be used in connection with your own business of providing betting services to the public and shall not onward supply, sub-license, actively facilitate the provision of or knowingly make available any Pre-Race Data (including, without limitation, by the way of white labelling, re-skimming or other supply or licence of any third party website, mobile site or mobile application or other service containing any Pre-Race Data) or otherwise commercially exploit any of the Pre-Race Data;
  - (g) you shall not replicate or use any trade mark, badge, insignia or logo owned or used by RDC other than in connection with the Purposes; and
  - (h) shall include on any website a notice in the form set out below:

*"Pre-Race Data in respect of horseracing events in Great Britain displayed on this website is the property of Racecourse Data Company Ltd ("RDC") and/or its licensors. Pre-Race Data is intended for personal, private and non-commercial use only and may not be displayed in public, broadcast or used for any commercial purpose without the express written consent of RDC. Whilst every effort is made to ensure that the information is accurate, RDC accepts no responsibility for any use made of the information provided on this website and excludes all liability in respect of any loss suffered by any person arising directly or indirectly from use of the information; and*

- (i) acknowledge and agree that this non-exclusive license to use the Pre-Race Data for particular races in a Fixture shall be conditional upon you (if you use Race Day Data from any source in respect of those races) also entering into a valid licence agreement with an official and authorised licensor of such Race Day Data.
- 5. RDC and /or its authorised representative shall be entitled no more than once in any year of the Term during normal business hours and upon reasonable notice to have reasonable access to your premises, technical systems, records, directors and employees, and those of your agents and contractors, in order to satisfy themselves that you are complying with your obligations under this EUC.
  - 6. RDC will be entitled to terminate this licence on notice if any of the above conditions are not complied with.
  - 7. Where any of your services to your customers is an electronic service, the general terms and conditions of such service will include provisions substantially similar to the following:
    - (a) the Pre-Race Data may only be used for the user's personal use and the distribution, onward supply, sub-licensing or other commercial exploitation of any of the Pre-Race Data is prohibited;
    - (b) use of the Pre-Race Data is at the sole risk of the user;
    - (c) no warranty is given that the supply of the Pre-Race Data will be uninterrupted or as to the accuracy of the Pre-Race Data.
  - 8. You acknowledge that the obligations set out in paragraph 4 (d) and (e) shall survive any termination of expiry of this EUC.
  - 9. RDC (or its Third-Party Provider(s)) will, at its (or their) option, have the conduct of all proceedings relating to the enforcement of any rights (including intellectual property rights if and to the extent that any subsist) in the Pre-Race Data. You agree to give all reasonable co-operation in relation to protecting such rights including taking any reasonable action in respect of such rights as requested by RDC or any of its Third-Party Providers, and RDC or the relevant Third-Party Provider(s) will pay your reasonable expenses in giving such co-operation.
  - 10. This EUC will be governed by and interpreted in accordance with the laws of England and Wales. The parties agree to submit to the exclusive jurisdiction of the English courts as regards any claim or matter arising out of or in connection with this EUC.

## **Appendix 1**

### **Pre-Race Data**

The date and location of the Fixture

The Race Conditions

Provisional Entries: names of horse, owner, trainer and jockey

Confirmed Entries: names of horse, owner, trainer, jockey and weight plus colours and blinkers

Declarations: names of horse, owner, trainer, jockey and weight

Days since last race

Weight

Saddle cloth number

Colours

Officials and stewards

Draw (i.e. starting stall number)

Official Rating

## Appendix 2

### The Racecourses

Aintree	Warwick
Ascot	Wetherby
Ayr	Wincanton
Bangor	York
Beverley	Bath
Carlisle	Brighton
Cartmel	Chepstow
Catterick Bridge	Doncaster
Chelmsford City	Fontwell Park
Cheltenham	Great Yarmouth
Chester	Lingfield Park Resort
Epsom Downs	Newcastle
Exeter	Royal Windsor
Goodwood	Sedgefield
Hamilton Park	Southwell
Haydock Park	Uttoxeter
Huntingdon	Wolverhampton
Kelso	Worcester Racecourse
Kempton Park	Hereford Racecourse
Ludlow	Folkestone Racecourse
Market Rasen	Fakenham
Musselburgh	Ffos Las
Newbury	Hexham
Newmarket	Leicester
Nottingham	Newton Abbot
Perth	Plumpton
Pontefract	Ripon
Redcar	Stratford
Salisbury	Taunton
Sandown Park	Towcester
Thirsk	

## **Appendix 3**

### **Purposes**

Use of Pre-Race Data in connection with the following purposes:

- 1 To receive, copy and display live on-screen through the Equipment only in the Premises.
- 2 To drive EPoS, bet settling and bet automation systems in the Premises.