

## 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.
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 and payment of the Pre-Race Data Licence Fee either by you or on your behalf, 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 2023 (whichever is the earlier), solely for your personal use in connection with your own business, and provided that you:
  - (a) 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) 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) will publish the Pre-Race Data only as provided to you by us without edit, adaptation or change;
  - (d) 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) will not use the Pre-Race Data for any purpose except as expressly permitted by this EUC;
  - (f) 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) 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".*
  - i. acknowledges and agrees that this non-exclusive licence to use the Pre-Race Data for

particular races in a fixture from a Racecourse shall be conditional upon you (if you use Race Day Data (as set out in Appendix 4) 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. We (and/or RDC) will be entitled to immediately terminate this licence in respect of one, some or all Racecourses if any of the above conditions are not complied with, and/or if you use any visual coverage of or in relation to racing from the Racecourses in any of your Services, without permission or licence to do so, if such non-compliance and/or use is remediable and is not remedied and/or ceased within 21 days of receiving written notice from us (and/or RDC) to remedy and/or cease the same.
6. 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.
7. RDC will be entitled to terminate this licence on notice if any of the above conditions are not complied with.
8. 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.
9. You acknowledge that the obligations set out in paragraph 4 (d) and (e) shall survive any termination or expiry of this EUC.
10. 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.

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

Taunton  
Chelmsford City

## **Appendix 3**

### **The Purposes (Direct End Users)**

#### **A End Users taking a SIS data feed under a SIS Data Licence Agreement**

Use of Pre-Race Data for the following purposes:

- 1 For internal disaster recovery/back up purposes;
- 2 To create a text information service for distribution within [the Central Site] and to display in [the End-User Sites] [\*];
- 3 To drive so-called EPoS, bet settling and bet automation systems and equipment [in End User Sites], provided that such systems and equipment are used for the purpose only of administration and accounting in respect of your business operation, and to which there is no public access;
- 4 To drive Internet betting services to be provided to Private Customers only from one of more websites [at the Central Site];
- 5 For the purposes of telephone betting (credit/debit betting) subject to a minimum of two operator stations, with or without using interactive voice response equipment;
- 6 In connection with your own-branded television channel distributed only to your [End-User Sites] [\*];
- 7 To create and distribute an own-branded consumer-orientated the text service (however distributed);
- 8 To drive an interactive betting service provided other than via the Internet.
- 9 Any other purpose reasonably ancillary to operating as a licensed bookmaker taking bets on British racing.

[\* Not applicable to RGOs]

#### **B End Users taking a SIS service under the Principal Agreement for the Supply of Selected Services**

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.

## **Appendix 4**

### **Race-Day Data**

Going

Race State (Race Status)

Betting Shows

Deduction Value & Deduction Type

New Market Formed

Off plus Off-Time

Non-Runners

Withdrawals - with withdrawn price (if applicable) and timestamp

Jockey Changes

Changes in Jockey Weight/Allowance

Casualties

Race Results

Incidents Reporting

Stewards Inquiries

Objections

Photo Finish (saddle cloth number of horses involved in photo)

Positions of First 4 horses as announced by Judge

Favourite Positions

Positions of First 4 horses and Beaten Distances

Number of Finishers (and all Casualties)

Full list of Beaten Distances

Winning Times (Duration)

Weighed (Race State)

Race Dividends for Computer Straight Forecast & Computer Straight Tricast

Selling Details

Claiming Details

Inspection Status