

## **TERMS AND CONDITIONS FOR BUYING MERCHANDISE, GIFT CARDS AND EXPERIENCE VOUCHERS AND FOR BOOKING EXPERIENCES**

Welcome to the Goodwood Online Shop and Booking Service (our "Online Service"), which is provided by The Goodwood Estate Company Limited for and on behalf of the following companies:

- (a) The Goodwood Estate Company Limited (registered number 553452);
  - (b) Goodwood Road Racing Company Limited (registered number 466176);
  - (c) Goodwood Racecourse Limited (registered number 772766);
  - (d) The Goodwood Club Limited (registered number 4570253);
  - (e) The Goodwood Hotel Limited (registered number 1326672);
  - (f) Goodwood Events Company Limited (registered number 6994045);
- (together referred to in these terms and conditions as "we", "our" or "us"). All our companies have a registered office at Goodwood House, Goodwood, Chichester, West Sussex PO18 0PX.

### **1 USE OF THE ONLINE SERVICE**

1.1 Use of this Online Service is conditional on (and you are only authorised to make use of it if you agree to, and accept) all of our terms and conditions set out below. Before you can place an Order you will be prompted to confirm that you have read and accepted them. Where you act as a consumer nothing in these terms and conditions seeks to or will have the effect of adversely affecting your statutory rights.

1.2 In using the Online Service you confirm that:

1.2.1 you are not located or resident in a country the laws of which would render these Conditions void or ineffective in whole or in any material part or which would make accessing this online service illegal;

1.2.2 you are legally capable of entering into a binding contract and are over the age of 18

1.3 Permission is granted to copy electronically and print in hard copy only portions of this web site for personal use including the placing of an Order with us or use as a shopping resource. Any other use of materials on this web site including reproduction for purposes other than those described is strictly prohibited.

### **2 DEFINITIONS AND INTERPRETATION**

In these Conditions:

"Activity" or "Activities" means each or any of the following activities carried out online through the Online Service: purchase of Experience Vouchers or Gift Cards, and purchases of Goods;

"Conditions" means these standard terms and conditions applicable to the Activities;

"Experience Vouchers" means the vouchers issued by Goodwood for single or multiple experience packages and purchased by you as a result of the Activity;

"Gift Cards" means the gift cards issued by Goodwood for purchase and purchased by you as a result of the Activity;

"Goods" means our online merchandise (including any instalment of or any part of them) or vouchers for merchandise;

"Goodwood Events" means the Members' Meeting, Festival of Speed, Moving Motor Show, Goodwood Revival, race meetings at the Goodwood Racecourse and all activity at such race meetings including Glorious Goodwood and other events hosted or promoted by Goodwood.

"Goodwood Experiences" means any experience offered by Goodwood including but not limited to private hospitality at Goodwood Events, track days, testing days, spa days, hotel stays and hotel packages, flight experiences, driving experiences, golf days, and club memberships.

"Order" means any form submitted by you using our Online Service for the purpose of the Activities; and

"Substitute Goods" means Goods of equivalent price and quality that we may in our absolute discretion supply to fulfil your Order in the event that any ordered Goods are unavailable. Any supply of Substitute Goods will always be subject to your right to cancel your Order and return the Substitute Goods to us at our expense, as set out at clause 6.3.

"Tickets" means entrance tickets and/or grandstand tickets for Goodwood Events or tickets for paid parking, camping or Event programmes

### **3 ACCEPTANCE OF ORDERS OF GOODS EXPERIENCE VOUCHERS AND GIFT CARDS**

3.1 Each of your Orders for Goods, Experience Vouchers or Gift Cards shall be deemed to be an offer by you to carry out the Activity set out in that Order in accordance with these Conditions. We shall acknowledge receipt of each Order and endeavour to determine whether we can accept each of your Orders within one (1) working day of your submission of the Order to us. We reserve the right to reject

any Order for any reason whatsoever. Acknowledgement of receipt does not constitute acceptance of the Order.

3.2 Each Order that we accept shall be followed by an acceptance by us, which shall be evidence of our acceptance of the offer contained in that Order. We shall send you an acceptance online, together with an option for you to print out a hardcopy of the acceptance, and a copy of the acceptance by email. Our acceptance will contain the following information:

3.2.1 confirmation of our identity (the Goodwood company with which you have a contract) and contact details;

3.2.2 description of the Goods, Experience Vouchers or Gift Cards ordered;

3.2.3 the price of the Goods, Experience Vouchers or Gift Cards ordered, including all VAT and other taxes (except any local duties or taxes for which you may be liable if you are located outside of the United Kingdom);

3.2.4 the delivery costs, where appropriate; and

3.2.5 confirmation of the arrangement for payment, delivery and performance of the Order.

#### **4 RETURNS OF GOODS**

4.1 We will use reasonable endeavours to ensure that all Goods that we supply will be of good quality and will adhere to any of our representations as to their quantity, quality, standards or any description made via this Online Service.

4.2 In the case of merchandise you may reject Goods which are faulty at any time up to 14 working days from receipt of the Goods by you or the person to whom you have directed us to deliver the Goods, provided that you take reasonable care of them. We shall reimburse your reasonable costs of returning any faulty Goods.

4.3 You may reject any merchandise which do not conform to the quantity, quality, standards or description you reasonably expected at any time up to 14 working days from receipt of the Goods by you or the person to whom you have directed us to deliver the Goods, provided that:

4.3.1 you take reasonable care of them;

4.3.2 any Goods supplied in any sealed or secure packaging must be returned in the same packaging, and any seal or security must not have been broken or disturbed;

4.3.3 the Goods must be returned at your expense; and

4.3.4 our sole liability shall be a refund of the price of the Goods.

#### **5 WARRANTIES ON GOODS**

5.1 We warrant that Goods shall be free from defects in materials and workmanship for a period of 28 days from the date of delivery, provided that:

5.1.1 we shall not be liable for any defect arising from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow any instructions, misuse, alteration or unapproved repair of Goods;

5.1.2 this warranty shall not cover Goods not manufactured or produced by us. For Goods not manufactured by us you shall be entitled to the benefit of any warranty or guarantee that we obtain from the manufacturer;

5.1.3 you return the defective Goods to us in accordance with the terms for returns at clause 4.

5.2 Your sole remedy for a breach of this warranty by us shall be the free replacement of the Goods by us or the issue of a credit note to you for the price of the Goods, or at our sole and absolute discretion, a refund of the price of the Goods, together with the reimbursement of your reasonable expenses in returning the Goods to us.

#### **6 CANCELLATIONS OF PURCHASES OF GOODS**

6.1 If you are acting as a consumer you may cancel the Order for the Goods, at any time up to seven working days from the receipt of the Goods by you or the person to whom you have directed us to deliver the Goods, provided that you give us a notice of cancellation by any of the following methods:

6.1.1 by email to: [gifts@goodwood.com](mailto:gifts@goodwood.com) ; or:

6.1.2 by post to: The Goodwood Shop at Goodwood Motor Circuit, Goodwood, Chichester, West Sussex PO18 0PH by Fax to:01243 755107; or by phone to: 01243 755098.

6.2 Cancellation can only be accepted in accordance with the Consumer Protection (Distance Selling) Regulations 2000.

6.3 Your right to cancel is subject to the following:

6.3.1 you must ensure that reasonable care is taken over any Goods included in your Order that have been delivered to you or the person to whom you directed us to deliver them;

6.3.2 any Goods supplied in any sealed or secure packaging must be returned in the same packaging, whose seal or security must not have been broken or disturbed;

6.3.3 you must return the cancelled Goods to us at your expense, except where the Goods are Substitute Goods, in which case we shall reimburse the reasonable costs of returning the Substitute Goods.

## **7 ACCEPTANCE OF ORDERS FOR EXPERIENCE VOUCHERS OR GIFT CARDS**

7.1 Each of your Orders for Experience Vouchers or Gift Cards shall be deemed to be an offer by you to carry out the Activity set out in that Order in accordance with these Conditions. We reserve the right to reject any Order for any reason whatsoever. Acknowledgement of receipt does not constitute acceptance of the Order.

7.2 Each Order that we accept shall be followed by an acceptance by us, which shall be evidence of our acceptance of the offer contained in that Order. We shall send you an acceptance online, together with an option for you to print out a hardcopy of the acceptance, and a copy of the acceptance by email. Our acceptance will contain the following information:

7.2.1 confirmation of our identity (the Goodwood company with which you have a contract) and contact details;

7.2.2 a description of the Activity and;

7.2.3 the price of the Activity, including all VAT and other taxes (except any local duties or taxes for which you may be liable if you are located outside of the United Kingdom)

## **8 CANCELLATION, EXCHANGE, RETURN OR REFUNDS OF EXPERIENCE VOUCHERS OR GIFT CARDS**

Orders for Experience Vouchers may be cancelled, exchanged or returned provided that this occurs within 48 hours of purchase. Goodwood is under no obligation to accept requests for cancellation, exchange or refund of Experience Vouchers or Gift Cards after this period. If a Gift Card is cancelled within 48 hours of purchase, the refund of the value of a Gift Card will not be made until the relevant Gift Card is returned to the Goodwood Ticket office which must be within 14 days of purchase.

Requests should be made to the Ticket Office by email at [ticket.office@goodwood.com](mailto:ticket.office@goodwood.com) or by telephone on 01243 755055.

## **9 BOOKING EXPERIENCES**

9.1. The purchase of Experience Vouchers is subject to the terms and conditions set out in paragraphs 7 to 13 and 16 to 20 of these Terms and Conditions in addition to this clause 15, as appropriate.

9.2 Each Experience Voucher can only be used in exchange for the Experience(s) named on it and must be produced at the time the Experience is taken.

9.3 The Experience Voucher will represent full payment for the cost of the particular Experience(s). Any food, beverages or activities not included on the voucher will be subject to an additional charge.

9.4 Experience Vouchers are valid for twelve months from the date of purchase. Upon the expiry of the twelve month period they may not be used in exchange for any Experience.

9.5 Advance bookings for Experiences whether paid for directly or by way of an Experience Voucher are necessary and once the date and time for an Experience have been booked, the following terms and conditions will apply.

You may request a change of date and/or time for the Experience and if a suitable alternative date and/or time is available within the validity period of the relevant voucher, the Experience may be rebooked, in which case the following charges will be payable before the change is confirmed:

Change of date/time 28 days or more before the originally booked date and time: 25% of the cost of the Experience Voucher;

Change of date/time between 27 days and 8 days before the originally booked date and time: 35% of the cost of the Experience Voucher;

Change of date/time 7 days or fewer before the originally booked date and time: 100% of the cost of the Experience Voucher.

We will use reasonable endeavours to fill the vacated slot at the advertised price and if we are able to do so we will refund the charge paid by you less a reasonable administration fee 15.6 Experience Vouchers cannot be exchanged for cash or refunded.

9.6 Restrictions may apply on some Experiences. Some Experiences are not available to those under 18 years of age.

9.7 If an Experience Voucher is used without the consent of the Experience Voucher purchaser, or is lost, stolen or damaged, Goodwood cannot replace the vouchers. Please keep the Experience Voucher safe and treat it like cash.

9.8 Goodwood may take any action it considers appropriate if it has reasonable grounds for believing that misuse of any Experience Voucher has taken place.

9.9 Goodwood may vary these terms and conditions at its discretion or may suspend or discontinue the Experience Voucher scheme at any time. Goodwood will give such notice of any variation of the terms and conditions or any suspension or discontinuance of the scheme as is reasonably possible, by notice displayed on [www.goodwood.com](http://www.goodwood.com). If the Experience Voucher scheme is discontinued Goodwood will give Experience voucher holders a reasonable period to use the named Experience(s).

9.10 Some Experiences (for example at Goodwood Motor Circuit, Goodwood Golf or Goodwood Aerodrome) are subject to specific rules and regulations and anyone participating in these must comply fully with all such rules and regulations. A purchaser of an Experience Voucher must ensure and is responsible for compliance by the participant.

9.11. Participation in any Experience is at the sole risk of the participant.

9.12 Goodwood Experience Vouchers are issued by and remain the property of Goodwood.

## **10 PRICING AND PAYMENT OF GOODS EXPERIENCE VOUCHERS AND GIFT CARDS**

10.1 Prices shown include VAT but not delivery (or any local taxes or duties for which you may be liable if the delivery address is not in the United Kingdom).

10.2 The price of any Goods Experience Vouchers or Gift Cards will be as shown on the website from time to time, except in the case of obvious error.

10.3 Prices are liable to change at any time at our discretion, but changes will not affect Orders which we have already accepted at the time of the change.

10.4 You will be requested to submit your credit or debit card details with all Orders. We shall only accept Orders for which valid credit or debit card details are provided, and acceptance shall be subject to the terms and conditions of the credit or debit card issuer for the authorisation of online sales.

10.5 Payments made by credit card will be subject to a surcharge of up to 1.9% or the Order value. There is no surcharge for other types of payment such as by debit card.

## **11 DELIVERY OF GOODS, EXPERIENCE VOUCHERS OR GIFT CARDS**

11.1 Goods, Experience Vouchers or Gift Cards to delivery addresses in the UK shall be delivered by Royal Mail or by courier at the rates set out in the Order and to the delivery address given by you in the Order.

11.2 Goods for delivery addresses outside the UK shall be delivered by courier at the rates set out in the Order to the delivery address given by you in the Order.

11.3 We shall use our reasonable endeavours to dispatch all Orders for Goods Experience Vouchers or Gift Cards for delivery to you within 30 days of our acceptance of the Order.

11.4 A duplicate Experience Voucher, issued as a replacement for any Experience Voucher which has been stolen, lost or temporarily mislaid, will be issued by us only on production of a written statement confirming the theft or loss by the person who originally purchased the item. An administrative charge will be made in respect of each duplicate. Duplicate or re-issued Experience Vouchers will not be sent out but will be held at the ticket office for collection by you on the day of the event.

## **12 CANCELLATION OR ABANDONMENT OF GOODWOOD EXPERIENCES**

12.1 We are unable to offer refunds or exchanges in respect of Experience Vouchers purchased unless the relevant Goodwood Experience is cancelled due to circumstance(s) for which we are covered by our relevant insurance cover.

12.2 In the case of Goodwood Experiences the terms relating to abandonment and cancellation may be set out in the booking documents. In the absence of these, this clause shall apply. In the case of a conflict between such terms and the provisions in these Terms and Conditions, the terms in the booking document will prevail.

12.3 Any refund will be calculated on the face value of the relevant Experience Voucher;

12.4 Any cancellation or abandonment must be formally notified by Goodwood either through a formal announcement at the Experience or on the Goodwood website before any refunds are payable pursuant to this clause 12;

12.5 Refunds will not be made on the day of the Experience. To obtain a refund you should send your Experience Voucher with full address details, within three [3] months of the date of the cancelled Experience to: Goodwood Motor Circuit, Chichester, West Sussex, PO18 0PH.

12.6 Refunds will only be made on production of the original Experience Voucher with proof of purchase and a written request for a refund. You will be responsible for the returned Experience Voucher during transit;

12.7 Refunds will only be made to the Experience Voucher purchaser and not to any third parties or parties who have not entered into a commercial transaction with Goodwood; and

12.8 Save as set out in these Conditions, Goodwood will have no further liability in relation to any abandoned or delayed Goodwood Experience.

### **13 CONDITIONS OF PURCHASE OF EXPERIENCE VOUCHERS**

Experience Vouchers are sold and issued subject to the terms and conditions set out in this clause.

13.1. In the event that any Activity or Experience is subject to specific terms and conditions relating to that specific Activity or Experience the participant is bound by such terms and conditions.

13.2 We reserve the right, at our absolute discretion, to vary the dates and opening and closing times of the Goodwood Experiences, to vary the programme(s) and to close, remove or cancel all or any part of the attractions or entertainments for any reason including, but not limited to, technical, health and safety, operational reasons or due to special events or private functions. For the avoidance of doubt, subject to the provisions of clause 11, the full value or part of the value of the Experience Vouchers will not be refunded nor will any compensation be payable if any or part of the attractions or entertainments at or Goodwood Experiences become unavailable, are varied or are closed or removed.

13.3 An Experience Voucher must not be sold or re-transferred save that if more than one Experience Voucher is allocated to an applicant, those Experience Vouchers may be used only by the applicant and the person or persons intending to accompany such applicant. An applicant may sell or transfer the Experience Voucher at face value to a person who intends to accompany him or her, but no person may re-sell or attempt to re-sell any Experience Voucher for an amount of money greater than the value printed on each voucher. All applicants for Experience Vouchers and the persons accompanying them fully understand that their Experience Vouchers are otherwise strictly non-transferable and that such Experience Vouchers may not, under any circumstances, be auctioned, offered for sale or re-sale in any manner in contravention of these conditions. We hereby give notice of our policy to identify Experience Vouchers being illegally sold or re-sold or transferred to unauthorised agents or other third parties. Holders of such Experience Vouchers, whether knowingly or not, shall be refused admittance to the Goodwood Experiences or removed from the grounds.

13.4 In the case of bulk Experience Voucher purchases the following – additional terms and conditions apply. Any Order of ten or more Experience Vouchers (or any number of Orders resulting in the same purchaser receiving in excess of nine Experience Vouchers) shall be subject to the following conditions:

13.5 You (the purchaser) warrant that the Experience Vouchers are purchased for personal and private use.

13.6 You shall not sell or transfer any of the Experience Vouchers for financial or commercial gain without our prior written permission.

13.7 You shall not offer any of the Experience Vouchers to any third party as part of any hospitality package or similar arrangement including but not limited to offers of Experience Vouchers combined with food or drink or travel or entertainment without our prior written permission.

13.8. We reserve the right to refuse entry to or remove the bearers of Experience Vouchers purchased or received in contravention of these terms and conditions.

13.9 You will indemnify us in full for all costs and expenses (including legal expenses) incurred as a direct or indirect result of all or any claims howsoever arising from any third party (including but not limited to those refused entry or removed from the Experience).

### **14 CONDITIONS OF ENTRY TO GOODWOOD EXPERIENCES**

14.1 The purchase of Experience Vouchers constitutes acknowledgement and acceptance of the following terms and conditions, pursuant to which we are prepared to grant entry to the relevant Experience. Where you buy a voucher for another person you undertake that before the Goodwood Experience you will make that person (or their parent or guardian in the case of a minor) aware of these provisions and aware that by attending the Experience they accept these.

14.1.2 We reserve the right at our sole discretion to refuse admission and to remove persons from any Experience who do not comply with the rules of the Experience or these terms and conditions,

who represents a security risk, a nuisance or annoyance to the staging of the Experience or to any other guests, who has in his or her possession prohibited items (which shall include without limitation, chemicals of any kind, drugs, barbecues, ladders or stepladders, laser pens, unauthorised wheeled transport such as scooters or cycles, weapons or offensive materials of any kind or animals (except guide dogs or service dogs).

14.1.3 In the interests of public safety, we reserve the right to request you to leave the Experience at any time for safety reasons or after the Experience.

14.1.4 No admission or re-admission will be permitted after the end of an Experience.

14.1.5 Children under the age of 18 must be accompanied by an adult.

14.1.6 Any person on our premises at an Experience must always keep to the designated areas and should access all viewing areas, grassed areas, pathways and steps using appropriate caution.

14.1.7 No person may bring into Goodwood's premises or use or display around the premises (including car parks) any sponsorship, promotional or marketing materials which have not been previously approved in writing by Goodwood. It is strictly prohibited to offer or distribute within or around the premises any consumer articles or commercial products or services which have not been authorised by Goodwood.

14.1.8 Spectators and guests are encouraged and permitted to film and record any events and publish any content on any media subject to the following condition: by filming and recording such content You agree that Goodwood shall have a perpetual, royalty free, sub-licensable and worldwide licence to use such content in whole or in part in any online or offline promotional, advertising or publicity material or in any format and for any purpose whatsoever, including (but not limited to) TV packages, online players, YouTube, Facebook, Snapchat, Twitter, Vine, Instagram and Dailymotion. Goodwood acknowledges that You shall retain ownership of copyright in the content.

14.1.9 Dogs are not permitted into any Goodwood Experience. Only guide dogs or service dogs will be allowed on site. It is a condition of admission that no animals are left unattended at a campsite or within vehicles and owners acknowledge that Goodwood personnel or their appointed contractor shall be entitled to enter any vehicle by whatever means necessary at the owner's cost in the event that any animal has been left in any vehicle.

14.1.10 All vehicles (and their contents) parked within any car park operated by Goodwood are left at their owner's sole risk. To the maximum extent permitted by law Goodwood shall not be liable for any loss or damage suffered by owners arising from their use of any Goodwood car park. Goodwood reserves the right to move any vehicle it deems necessary due to logistical, safety or similar reasons.

14.1.11 Drones are not permitted on the Goodwood Estate under any circumstances unless prior written permission has been obtained via the Estate Office. Permission will only be granted where the operator of the drone operates within the guidelines of the Air Navigation Order or the Civil Aviation Authority.

14.1.12 Despite all reasonable precautions being taken unavoidable accidents can happen.

Attendees attending an Experience involving motorsport, motor vehicles or aviation acknowledge that they may be exposed to possible risk of physical harm due to the nature of the Experience and are therefore present at their own risk.

14.1.13 In respect of entry to and use of the Goodwood Estate, Goodwood excludes to the maximum extent permitted by law any liability for injury, loss or damage and will not be liable for any injury, loss or damage to any person or any property except to the extent that any such injury, loss or damage is caused by the negligence of Goodwood, its employees or authorised agents.

14.1.14 Where any person through negligence or intentional or reckless act cause damage or loss to us, any other person or to any property at a Goodwood Experience, they will be liable to the party suffering any loss or damage.

## **15 GIFT CARDS**

15.1. The purchase of Gift Cards is subject to the terms and conditions set out in paragraphs 7 to 13 and 16 to 20 of these Terms and Conditions in addition to this clause 14, as appropriate

15.2 Each Gift Card features a unique reference code and can be used in full or part payment for any Goods, Tickets or Experiences purchased from Goodwood in the UK other than food and beverage at Goodwood Racecourse.

15.3 The minimum value needed to activate a Gift Card is £25 and the maximum value which can be stored on a Gift Card is £500. Values can be increased in increments of £25.

15.4 In the event that any payment used to activate a Gift Card is not authorised, or otherwise defaults, any corresponding amount added to the Gift Card will be removed.

15.5 When products are purchased using a Gift Card, no change will be given in cash but any value remaining on a Gift Card will be shown online at [www.goodwood.com/giftcard](http://www.goodwood.com/giftcard) and can be used in full

or part payment for future purchases. Where a Gift Card holder wishes to use a Gift Card to buy products or experiences with a value higher than the value on the Gift Card, he/she will be required to pay the difference in value.

15.6 The value on a Gift Card cannot be exchanged for cash or refunded. Where Goodwood agrees to provide a refund for products purchased using a Gift Card, the amount of the purchase price paid using that Gift Card will be reimbursed by way of a replacement gift card.

15.7 Restrictions may apply on some experiences. A Gift Card cannot be used to buy age restricted products unless the purchaser can prove he/she is of at least the relevant age.

15.8 Gift Cards are valid for twelve calendar months from the date of purchase and any remaining value will be cancelled at the expiry of the twelve months validity period.

15.9 If a Gift Card is used without the consent of the Gift Card holder, or is lost, stolen or damaged, Goodwood cannot replace or reimburse the value on the Gift Card. Please keep the Gift Card safe and treat it like cash.

15.10 Goodwood may take any action it considers appropriate if it has reasonable grounds for suspecting misuse of the Goodwood Gift Card Scheme. This may include withholding all or part of the value credited on a Gift Card.

15.11 Goodwood may vary these terms and conditions at its discretion or may suspend or discontinue the Goodwood Gift Card scheme at any time. Goodwood will give such notice of any variation of the terms and conditions or any suspension or discontinuance of the Goodwood Gift Card scheme as is reasonably possible, by notice displayed on [www.goodwood.com](http://www.goodwood.com). If the Goodwood Gift Card Scheme is discontinued Goodwood will give Gift Card holders a reasonable period to use any remaining value on the Gift Cards.

15.12 Gift cards cannot be purchased in conjunction with any other discount card.

15.13 Gift Cards are issued by and remain the property of Goodwood.

## **16 FORCE MAJEURE**

16.1 Whilst we shall endeavour to fulfil your Orders for Goods, Experience Vouchers or Gift Cards swiftly and efficiently, we shall not be liable for any delay in performing or any failure to perform any of our obligations under these Conditions if the delay or failure was due to a reason of Force Majeure.

16.2 Save as provided above, we shall not be liable to any attendee at a Goodwood Experience if and to the extent that any failure or omission by us results from a reason of Force Majeure.

16.3 In this clause 16, a reason of Force Majeure includes any event beyond our reasonable control such as, but not limited to, war, acts of terrorism, civil disturbance, any order or act of a governmental or regulatory body, failure of utilities, fire, flood, adverse weather conditions, communicable diseases, death of the Monarch, labour dispute, strike, lock-out, disease, epidemic or other circumstances concerning the healthcare or well-being of humans or animals.

## **17 EXCLUSION OF LIABILITY**

17.1 We shall not, to the fullest extent permitted by law, be liable to you for any indirect damages or any consequential damages including, without limitation any loss of profits (whether direct or indirect), contracts, income, revenue, anticipated savings, data or any special, exemplary, punitive or any other monetary or other damages or liabilities arising out of or relating to any representation, implied warranty, condition or other term, any duty at common law or obligation placed on us by these Conditions or by the supply of the Goods, Experience Vouchers or Gift Cards .

17.2 Our entire liability under or in connection with any agreement created by our acceptance of your Order shall not exceed the total price of the Goods, Experience Vouchers or Gift Cards itemised in your Order, except where expressly stated otherwise in these Conditions.

17.3 We accept that nothing contained in these Conditions excludes or limits any liability which we are not entitled to exclude or to attempt to exclude by law, including liability for death or personal injury caused by our negligence, or for fraud, or under section 2(3) of the Consumer Protection Act 1987 as amended from time to time.

## **18 PERSONAL DATA AND PRIVACY**

18.1 To enable us to offer the Online Service to you we need to collect and use personal data about you ("Customer Information"). The way we collect and use that data is set out in our Privacy and Cookie policy at <https://www.goodwood.com/terms-and-conditions/privacy-policy/>.

18.2 You hereby warrant that your Customer Information shall not:

18.2.1 be false, inaccurate or misleading;

18.2.2 violate any law, statute, regulation or order (including, without limitation, those concerning consumer protection, unfair competition, anti-discrimination or the advertising prohibited goods or services); or

18.2.3 contain any virus, worm, Trojan horse, time bomb or other code that contains contaminating or destructive properties.

18.3 We shall keep your Customer Information secure and confidential. We warrant that each of our companies processing personal data holds and will maintain a notification with the Information Commissioner under the Data Protection Act 1998, as amended or re-enacted from time to time, for all processing of your Customer Information. We shall not disclose, sell, rent or share your Customer Information to or with any person outside of our group of companies without your consent.

18.4 Where you are purchasing Experience Vouchers or Tickets for a Goodwood event you acknowledge that at such events photographs and moving images may be taken by Goodwood or by others acting on Goodwood's behalf as well as by other members of the public and that your image may be included either deliberately or accidentally in such photographs and moving images. By purchasing Experience Vouchers or Tickets for a Goodwood Event or by attending such event you agree to release and assign to Goodwood permission to licence all images, whether still or moving, and to use such images, as well as any associated sound recordings, in any media for any purpose which may include, amongst others, reporting, advertising, promotion, marketing and publicity for any product, service or future event. You agree that any images may be combined with other images, graphics or text (including your name), cropped, edited altered or modified. You further agree that Goodwood will have all rights to such images and associated sound recordings in perpetuity and you acknowledge and agree that Goodwood is not liable for any further payment, consideration, accounting or further claim for any reason.

18.5 CCTV cameras are in use around and in the Goodwood Estate. You consent to any footage that may be taken of you for general security measures. You consent that Goodwood may itself use or pass to the police or other relevant authority any recordings from CCTV footage for use in any proceedings. Goodwood shall handle all data in accordance with the requirements of the Data Protection Act 1998.

## **19 MISCELLANEOUS**

19.1 We are a member of a group of companies, of which The Goodwood Estate Company Limited is the holding company. We may perform any of our obligations or exercise any of our rights set out in these Conditions ourselves or through any other member of our group, provided that any act or omission of any such member shall be deemed to be our act or omission.

19.2 No forbearance, delay or indulgence by either party enforcing the provisions of these Conditions shall prejudice or restrict the rights of that party nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy conferred upon or reserved for either party by these Conditions is exclusive of any other right, power or remedy available to that party and each such right, power or remedy shall be cumulative.

19.3 If the whole or any part of these Conditions prove to be illegal or unenforceable the remainder of the Conditions shall remain in full force and effect.

19.4 Any notice to be given by you to Goodwood must be given to the address (or e-mail address) as set out above. We may give notice to you at either the e-mail or postal address you provide us with when you place an Order. In proving the service of any notice it shall be sufficient to show, in the case of a letter, that it was properly addressed, stamped and placed in the post, and in the case of e-mail that the e-mail was sent to the specified e-mail address of the addressee.

19.5 We reserve the right to amend these Terms and Conditions from time to time.

19.6 These Conditions and any document expressly referred to in them represent the entire agreement between us in relation to the purchase by you and the sale by us of Goods, Experience Vouchers or Gift Cards as expressed in any Order with the exception of any supplementary terms and conditions applicable to any Goodwood Experience.

## **20 GOVERNING LAW**

These Conditions shall be governed by and construed in accordance with English law, and, subject to any applicable law governing consumer contracts, shall be subject to the exclusive jurisdiction of the English Courts.