

GOODWOOD TICKETING TERMS AND CONDITIONS

1. DEFINITIONS

Booking: means each or any of the following the purchase of tickets for Events or Experience Vouchers or Gift Cards, any reservations or purchases of hospitality, hotel and dining packages;

Event: means the Members' Meeting, Festival of Speed, Goodwoof, Goodwood Revival, race meetings at the Goodwood Racecourse and all activity at such race meetings including Qatar Goodwood Festival and other events hosted or promoted by Goodwood;

Experiences: means any experience offered by Goodwood including but not limited to private hospitality at Events, track days, gut health or spa days, hotel stays and hotel packages, flight experiences, driving experiences, golf days, workshops and any other experiences held and organised by the Goodwood Estate;

Experience Vouchers: means the vouchers issued by Goodwood for single or multiple experience packages and purchased by you;

Gift Cards: means the gift cards issued by Goodwood and purchased by you;

Goodwood Estate: means the land owned by Goodwood at Chichester, England, PO18 0PX;

Tickets: means any tickets purchase by you for Events, hotel reservations, dining packages; Gift Cards or Experience Vouchers.

2. BOOKING

- 2.1 Prices are shown on the Goodwood website and 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).
- 2.2 Prices are liable to change at any time at our discretion, but changes will not affect Bookings which we have already accepted at the time of the change.
- 2.3 You will be requested to submit your credit or debit card details with all Bookings. We shall only accept Bookings 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.
- 2.4 Delivery of Tickets shall be made to the address given by you in the Booking. Delivery to addresses in the UK shall be delivered by Royal Mail or by courier, delivery of Tickets to addresses within the EU shall be delivered by courier and shall remain at our risk until delivered to the delivery address. Tickets for delivery to addresses outside the EU shall be delivered by courier and shall be at your risk at all times from the acceptance of the Booking.
- 2.5 Tickets for Events will be sent out to you at least five working days before the relevant Event. If you order Event tickets five days or fewer before the Event your tickets will be available for collection at the ticket office on the day of the Event.
- 2.6 A duplicate ticket, issued as a replacement for any Ticket 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 ticket. An administrative charge will be made in respect of each duplicate. Duplicate or re-issued Tickets will not be sent out but will be held at the ticket office for collection by you on the day of the Event.

3. CANCELLATION, EXCHANGE, RETURN OR REFUNDS FOR TICKETS TO A EVENT

- 3.1 Bookings for Tickets to an Event may be cancelled, exchanged or refunded provided that this occurs within 48 hours of purchase. Goodwood will not accept requests for cancellation, exchange or refund after this period. Requests should be made to the Goodwood ticket office by email ticket.office@goodwood.com or by telephone on 01243 755055.

4. CANCELLATION OR ABANDONMENT OF EVENTS OR EXPERIENCES

- 4.1 Subject to clause 4.1.14 and subject always to the discretion of Goodwood as to the application of this clause (which is exercisable according to the individual circumstances resulting in cancellation or abandonment of the Event), the following general rules shall apply:

Motorsport events

- 4.1.1 Motorsport events may be abandoned or delayed at any time in accordance with directions from the Motorsport Authority and any other governing body, the police or other emergency services or their respective servants or agents or in any emergency or in any other exceptional circumstances beyond the reasonable control of Goodwood. In the event of any cancellation or abandonment, refunds on entrance money and car parks for the individual Events will be made at the rates and in the circumstances set out in clauses 4.1.1(i) to 4.1.1(iii) below:

- 4.1.1(i) **Goodwood Revival:** If any day of the Goodwood Revival is cancelled or abandoned a refund will be made according to the number of races or official practice sessions which have started by the time of official notification of cancellation: number of races/practice sessions started: Three or fewer: 100%; less than four: 50%; four or more: nil.

- 4.1.1(ii) **Festival of Speed:** If the Event is cancelled or closed in its entirety on any one day and Ticket holders have to leave the premises the entitlement to a refund will be according to the time of cancellation or closure: Time of closure: Earlier than 11.00 am: 100%; between 11.00 and 13.00: 50%; later than 13.00: nil. If the hill climb at the Festival of Speed is closed on any one day but the remainder of the site remains open your entitlement to a refund will be according to the time of the closure: Time of closure: earlier than 11.00 am: 50%; after 11.00 am: nil.

- 4.1.1(iii) **Members Meeting:** If any day of the Members Meeting is cancelled or abandoned a proportionate refund will be made according to the time of day of the official notification of cancellation: earlier than 11.00 am: 100%; between 11.00 and 13.00: 50%; later than 13.00: nil.

Hospitality Bookings at Events

- 4.1.1(iv) In the case of hospitality at any of the Events, the terms relating to abandonment or cancellation will be set out in the hospitality booking agreement. In the absence of these, this clause 4 shall apply. In the case of a conflict between such terms and the provisions in these Terms and Conditions, the terms in the hospitality booking agreement will prevail.

Goodwoof

- 4.1.2 If any day of Goodwoof is cancelled or abandoned a proportionate refund will be made according to the time of day of the official notification of cancellation: earlier than 11.00 am: 100%; between 11.00 and 13.00: 50%; later than 13.00: nil.

Goodwood horseracing (including Qatar Goodwood Festival)

- 4.1.3 Race fixtures and races may be abandoned or delayed at any time in accordance with directions from the Horse Racing Authority and any successor body, the police or other emergency services or their respective servants or agents or in any emergency or other exceptional circumstances beyond the reasonable control of Goodwood. In the event of any fixture being cancelled or abandoned, refunds on entrance money and car parks will be made at the following rates and in the following circumstances:

- 4.1.3(i) Before the running of the first race: 100%

- 4.1.3(ii) Before the later of the third or feature race: 50%
- 4.1.3(iii) After the later of the third or feature race: nil
- 4.1.3(iv) In the case of the Three Friday Night events at Goodwood Racecourse:
 - (a) Before the commencement of the postrace entertainment: 100%
 - (b) Before the expiry of 30 minutes of post racing Friday night entertainment: 50%
 - (c) After the expiry of 30 minutes of post racing Friday night entertainment: nil
- 4.1.4 In the case of restaurant packages at Goodwood Racecourse, no refunds whatsoever will be made after food has been served. Prior to the service of food, refunds will be made in accordance with the terms set out in clause 4.1.1(iv) as the case may be.
- 4.1.5 In the case of all Events clauses 4.1.1 to 4.1.4 shall not apply either in the case of the dates of the Events being varied or the premises being closed and subsequently reopening on the same day or in the case of delay of any race or activity.

Refunds for Tickets for Events:

- 4.1.6 any refund will be calculated on the face value of the relevant Ticket;
- 4.1.7 any cancellation or abandonment must be formally notified by Goodwood either through a formal announcement at the Event or Experience or on the Goodwood website before any refunds are payable pursuant to this clause 4;
- 4.1.8 refunds will not be made on the day of the Event or Experience. To obtain a refund you should send your badge or Ticket with full address details, within three (3) months of the date of the cancelled Event or Experience to: ticket.office@goodwood.com;
- 4.1.9 refunds will only be made on production of the original Ticket with proof of purchase and a written request for a refund. You will be responsible for the returned Ticket during transit;
- 4.1.10 refunds will only be made to the Ticket purchaser and not to any third parties or parties who have not entered into a commercial transaction with Goodwood; and;
- 4.1.11 save as set out in these Terms and Conditions, Goodwood will have no further liability in relation to any abandoned or delayed Event or Experience.

Experiences

Experiences at Goodwood Motor Circuit:

- 4.1.12 If a Booking is cancelled by you no less than 28 days from the date of the activity, we will work with you to find a suitable alternative date within six months of the date of the activity. If the parties, acting reasonably, cannot find a suitable alternative date then the fee for the Event or Experience shall be refunded to the relevant Goodwood customer account under which the Booking was made.
 - 4.1.13 If a Booking is cancelled by you less than 28 days from the date of the activity no refund shall be given.
- All other Experiences:**
- 4.1.14 In the event that the terms relating to the relevant Experience are set out in the booking agreement, the cancellation terms in the booking agreement shall apply. In the absence of these, this clause 4 shall apply.

5. CONDITIONS OF PURCHASE

- 5.1 Tickets are sold and issued subject to the terms and conditions set out in this clause.
- 5.2 In the event that a Booking is subject to specific terms and conditions relating to that specific Event or Experience which are notified to participants in advance, the participant is bound by such terms and conditions.
- 5.3 We reserve the right, at our absolute discretion, to vary the dates and opening and closing times of the Events or 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.
- 5.4 Subject to the provisions of clause 4, the full value or part of the value of the Tickets will not be refunded nor will any compensation be payable if any or part of the attractions or entertainments at the Events or Experiences become unavailable, are varied or are closed or removed.
- 5.5 Tickets to Events are strictly non-transferable and may not be re-sold, auctioned or transferred in any circumstances except (i) at face value or less to a person who intends to accompany the applicant; or; (b) via our ticketing resale partner. Goodwood's ticketing resale partner is Twickets (<https://www.twickets.live/>), a fan to fan secure trading platform which enables the sale and purchase of tickets at face value or less, and any tickets sold through any other third party intermediary will not be accepted. We hereby give notice of our policy to identify tickets being illegally sold or re-sold or transferred to unauthorised agents or other third parties. Holders of such tickets, whether knowingly or not, shall be refused admittance to the Events or Experiences or removed from the grounds.
- 5.6 In the case of bulk ticket purchases, (one or any number of Bookings resulting in the same purchaser receiving in excess of nine tickets) a Booking shall be subject to the following conditions:
 - 5.6.1 you (the purchaser) warrant that the Tickets are purchased for personal and private use;
 - 5.6.2 you shall not sell or transfer any of the Tickets for financial or commercial gain without our prior written permission; and
 - 5.6.3 you shall not offer any of the Tickets to any third party as part of any hospitality package or similar arrangement including but not limited to offers of Tickets combined with food or drink or travel or entertainment without our prior written permission.
- 5.7 You will indemnify us in full for all costs and expenses incurred as a direct or indirect result of all or any claims howsoever arising from any breach of these ticketing conditions (including but not limited to claims by those refused entry or removed from the Event or Experience).

6. CONDITIONS OF ENTRY

- 6.1 The purchase of Tickets constitutes acknowledgement and acceptance of these terms and conditions, pursuant to which we are prepared to grant entry to the relevant Event. Where you buy a ticket for another person you undertake that before the Event or Experience you will make that person (or their parent or guardian in the case of a minor) aware of these provisions and that by attending the Event they accept these.
- 6.2 We reserve the right at our sole discretion to refuse admission and to remove persons from any Event or Experience who do not comply with the rules of the Event or Experience or these terms and conditions, who represent a security risk, a nuisance or annoyance to the staging of the Event or Experience or to any other guests, or 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 assistance dogs)).

- 6.3 In the interests of public safety, we reserve the right to request any person(s) to leave the Event or Experience at any time for safety reasons.
- 6.4 No admission or re-admission will be permitted after the end of an Event or Experience.
- 6.5 Tickets that include a grandstand seat for any of the Events do not guarantee access to any particular grandstand or seat allocation and are subject to seat availability unless otherwise stated on the Ticket. We reserve the right to change the configurations of any grandstands.
- 6.6 Children under the age of 18 must be accompanied by a full paying adult.
- 6.7 Any person on our premises at an Event or an Experience must always keep to the designated areas and should access all viewing areas, grassed areas, pathways and steps using appropriate caution. In particular, care must be taken in wet or adverse weather conditions and appropriate footwear must be worn.
- 6.8 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.
- 6.9 Spectators and guests are encouraged and permitted to film and record at any Events and publish any content on any media subject to the following conditions: 1) 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 and social media; 2) the content that is filmed, recorded or photographed must not contain any footage of any accident or incident that has occurred at any Event or anywhere on the Goodwood Estate and 3) such content cannot be used in any way that is intended to or could cause damage to Goodwood's reputation. Goodwood acknowledges that you shall retain ownership of copyright in the content.
- 6.10 Dogs are not permitted into any Event or Experience (except at Goodwood). Only guide dogs or assistance 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.
- 6.11 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.
- 6.12 Drones are not permitted on the Goodwood Estate under any circumstances unless our prior written permission has been obtained. 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.
- 6.13 Despite all reasonable precautions being taken unavoidable accidents can happen. Attendees attending an Event or Experience involving motorsport, motor vehicles, horseracing or aviation acknowledge that they may be exposed to possible risk of physical harm due to the nature of the Event and are therefore present at their own risk. Goodwood excludes to the maximum extent permitted by law any liability for such 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.
- 6.14 Where any person through negligence or intentional or reckless act cause damage or loss to Goodwood, any other guest or ticket holder or to any property at Goodwood, they will be liable for damages to the party suffering loss or damage.
- 7. GIFT CARDS**
- 7.1 Each Gift Card features a unique reference code and can be used in full or part payment for any Goods or Experiences purchased from Goodwood in the UK other than food and beverage at Goodwood Racecourse.
- 7.2 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.
- 7.3 Registration of the Gift Card must be effected online at www.goodwood.com.
- 7.4 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.
- 7.5 Advance bookings for Experiences are necessary.
- 7.6 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 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.
- 7.7 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.
- 7.8 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.
- 7.9 A Gift Card will expire after twelve calendar months from issue and any remaining value will be removed if the Gift Card is not used to make a purchase or top-up during the twelve months validity period.
- 7.10 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.
- 7.11 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.
- 7.12 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. 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.

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

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

8. EXPERIENCE VOUCHERS

8.1 The purchase of Experience Vouchers is subject to these terms and conditions as appropriate.

8.2 Each Experience Voucher can only be used in exchange for the Experience(s) named on it.

8.3 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.

8.4 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.

8.5 Advance bookings for Experiences are necessary.

8.6 Experience Vouchers cannot be exchanged for cash or refunded.

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

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

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

8.10 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. If the Experience Voucher scheme is discontinued Goodwood will give Experience voucher holders a reasonable period to use the named Experience(s).

8.11 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.

8.12 Participation in any Experience is at the sole risk of the participant(s).

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

9. FORCE MAJEURE

9.1 Whilst we shall endeavour to fulfil our obligations 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 of failure was due to a reason of Force Majeure.

9.2 Other than as stated in clause 4, we shall not be liable for any refund, loss (including direct or consequential loss), damage or expense to the extent that any liability arises from a reason of Force Majeure.

9.3 In this clause, 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, funeral of the Monarch, labour dispute, strike, lock-out, communicable disease, pandemic, epidemic or other circumstances concerning the healthcare or well-being of humans or animals.

10. EXCLUSION OF LIABILITY

10.1 We do not accept responsibility for accident, injury or loss to any visitor, to any visitor's animal or to any third party suffered while undertaking an Event or Experience unless this is directly due to the negligence of Goodwood.

10.2 We shall not, to the fullest extent permitted by law, be liable to you or any third party 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 Terms and Conditions.

10.3 Our entire liability under or in connection with any agreement created by our acceptance of your Booking shall not exceed the total price set out in your Booking, except where expressly stated otherwise in these Terms and Conditions.

10.4 We accept that nothing contained in these Terms and 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.

11. DATA PROTECTION

11.1 In accordance with the Data Protection Act 2018, each Goodwood company is registered with the United Kingdom's Information Commissioner's Office as a data controller to collect information. Personal information is collected to help us manage your booking and communicate Booking information. We also reserve the right to use or disclose any information as needed to satisfy any law, regulation or legal request, to fulfil your requests, to provide you with Booking service information or to cooperate in any law enforcement or regulatory investigation. Such communications will be provided to you by email, post or by telephone. All personal information that we collect about you will be recorded, used, and protected by us in accordance with applicable data protection legislation. The Goodwood group's privacy policy can be found at <https://www.goodwood.com/legal/privacy/>, which sets out Goodwood's general and overarching policy regarding privacy and data. We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for including for the purposes of satisfying any legal requirements. You have the right to ask Goodwood to provide you with all the information it stores on you and to ask us to rectify, block, complete and delete your personal data or to restrict its use.

11.2 **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 and that of any of your guests may be included either deliberately or accidentally in such photographs and moving images. By purchasing tickets for an Event or by attending such Event you agree to release and assign to Goodwood (and agree to procure the release and assignment by all of your guests) permission to license 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 (and agree to procure the agreement of all of your guests) that any images may be combined with other images, graphics or text (including your name), cropped, edited altered or modified. You further agree (and agree to procure the agreement of all of your guests) that Goodwood will have all rights to such images and associated sound recordings in perpetuity and that Goodwood is not liable for any further payment, consideration, accounting or further claim for any reason.**

11.3 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 relevant Data Protection legislation.

12. GENERAL

- 12.1 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 Terms and 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.
- 12.2 No forbearance, delay or indulgence by either party enforcing the provisions of these Terms and 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 Terms and Conditions is exclusive of any other right, power or remedy available to that party and each such right, power or remedy shall be cumulative.
- 12.3 If the whole or any part of these Terms and Conditions prove to be illegal or unenforceable the remainder of these Terms and Conditions shall remain in full force and effect.
- 12.4 Any notice to be given by you to Goodwood must be given to Goodwood House, Goodwood, Chichester, West Sussex PO18 0PX. We may give notice to you at either the e-mail or postal address you provide us with when you made the Booking. 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.
- 12.5 We reserve the right to amend these Terms and Conditions from time to time.
- 12.6 These Terms and Conditions and any document expressly referred to in them represent the entire agreement between us in relation to the Booking with the exception of any applicable supplementary terms and conditions.
- 12.7 These Terms and 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.