

PLEASE READ THIS CAREFULLY BECAUSE IT CONTAINS LEGALLY BINDING TERMS THAT APPLY TO ALL ADVERTISEMENT BOOKINGS MADE WITH THE RACING POST. PLEASE NOTE THAT UNDER THESE TERMS THE BUYER OF THE RELEVANT ADVERTISING ASSUMES ALL LEGAL RESPONSIBILITY FOR ADVERTISEMENTS SUBMITTED FOR PUBLICATION. BY MAKING A BOOKING FOR THE PUBLICATION OF AN ADVERTISEMENT, THE BUYER, WHETHER IT IS AN ADVERTISING AGENCY, ADVERTISER, MEDIA BUYER OR OTHERWISE, IS CONFIRMING THAT IT HAS READ, UNDERSTOOD AND AGREED TO THESE TERMS AND CONDITIONS.

Terms and Conditions

Definitions and Acceptance of the Terms and Conditions

- 1 Centurycomm Limited (trading as the Racing Post) ("Publisher") accepts publication of advertisements on the terms and conditions set out below ("Terms").
- 2 "Advertisement(s)" mean any advertising material of what ever nature submitted to the Publisher by or on behalf of the Advertiser for insertion in the Newspapers or on the Websites. These Terms apply to Advertisements in (i) the Racing Post, Racing Post Weekender, Raceform publications and such other print publications as the Publisher may publish from time to time ("Newspapers"), (ii) Advertisements on www.racingpost.com, www.soccerbase.com, www.RPjobs.co.uk and such other websites as the Publisher may own or control from time to time ("Publisher Websites") and (iii) Third Party Websites and (iv) any inserts. "Third Party Websites" means any online, electronic or digital product or service that is operated or published by an entity that is not the Publisher and on which the Publisher has the right to publish Advertisements. In these Terms "Websites" shall mean together the Publisher Websites and the Third Party Websites.
- 3 In these Terms "Advertiser" means the person placing the order for the Advertisement whether they are the advertiser of the product or service referred to in the Advertisement or the advertising agency or media buyer for such advertiser or in the case of a job advertisement the prospective employer or a recruitment agent. By placing an order, the Advertiser agrees to be bound by these Terms in full and the Advertiser contracts with the Publisher as a principal.
- 4 No variation or addition to these Terms without the prior written consent of the Publisher shall be effective unless agreed to in writing by a director of the Publisher and any additional terms the Advertiser may seek to impose shall be void and/or unenforceable.
- 5 In the event of any conflict between these Terms, the Rate Card and any insertion order, booking confirmation, email exchange or other document that may relate to a booking, these Terms and the Rate Card (in that order) shall prevail to the extent of that conflict.
- 6 The Publisher may from time to time modify these Terms or the Rate Card by publishing any changes online at www.racingpost.com. Advertisers should check online before making a booking since by placing an order for the insertion of an Advertisement the Advertiser agrees to be bound by any updates to such Terms or Rate Card. This version of the Terms was published in November 2011 and replaces any previously published version.

Content and Delivery of Advertisements

7 No booking made by an Advertiser shall become binding on the Publisher until it confirms its acceptance of that booking to the Advertiser. If an Advertiser discusses a booking with an independent sales representative engaged by the Publisher who is not an employee of the Publisher, only the Publisher, and not the sales representative, is authorised to accept the booking.

8 The Advertiser shall submit all Advertisements to the Publisher in accordance with the Publisher's then current technical specifications (as may be updated from time to time), the current version of which is available at on request from the Publisher, which include copy lead times which the Advertiser must comply with unless otherwise notified in writing by the Publisher.

9 Publisher may, without any responsibility to the Advertiser, reject, cancel or require any Advertisement to be amended that it considers unsuitable or contrary to these Terms and remove, not print, suspend or change the position of any such Advertisement. Publisher may refuse to publish any Advertisement for any Advertiser who has not paid any sums due for any advertising in any of the Newspapers or the Websites. The Advertiser will remain responsible for all outstanding charges.

10 The Advertiser is responsible for checking that the first insertion in a series of Advertisements is published in accordance with the Advertiser's requirements.

11 Save to the extent caused by its negligence, the Publisher will not be responsible for any error or omission in the insertion of any Advertisements, or for any damage or loss of any copy, electronic files, data, drawings or other materials supplied for the purpose of any Advertisements or any shrinkage that may occur during the normal course of production.

12 The Advertiser shall be responsible for checking the accuracy of the Advertisement copy submitted and for checking the accuracy of any proof which may be provided to the Advertiser by the Publisher.

13 The publication of an Advertisement by Publisher does not mean that Publisher accepts the Advertisement has been provided in accordance with these Terms or that Publisher has waived its rights under these Terms.

14 An Advertiser may request an option to hold an advertisement position, which may be granted to the Advertiser by the Publisher in its discretion. No Advertisement shall be published until the option holder confirms and makes a booking for the Advertisement. If another Advertiser requests the same space while the option is being held, the Publisher will notify the option holder, and unless the option holder confirms and makes a booking for the applicable Advertisements within 2 business days of being notified, then the option will lapse and the Publisher may sell that position to any third party.

15 Where the Publisher accepts a booking for any Advertisements from a Advertiser in relation to space which has previously been the subject of an option (and the Advertiser has been made aware of this at the time of order), the Advertiser may not cancel or postpone the Advertisements and the cancellation and postponement provisions in paragraph 59 shall not apply.

16 The Advertiser warrants and represents to Publisher that:

(a) any information supplied in connection with the Advertisement is accurate, complete, true and not misleading;

- (b) it has obtained the consent of any living person whose name or image (in whole or in part) is contained in any Advertisement;
- (c) the Advertisements are legal, decent, honest and truthful, are not contrary to the provisions of any applicable law, regulation or code of practice (including the British Code of Advertising, Sales Promotion and Direct Marketing and all other codes under the general supervision of the Advertising Standards Authority;
- (d) not contain any libelous, fraudulent, misleading or false statement, and shall not give cause, directly or indirectly, for any action to be brought against the Publisher for libel, fraud or publication of a false or misleading statement;
- (e) not infringe the intellectual property rights, rights in confidential information, rights of privacy or any other rights whatsoever of any third party or unfairly prejudice the legitimate interest of any third party by implication or otherwise;
- (f) the Advertisement will not be prejudicial to the image or reputation of Publisher or the Websites or the Newspapers;
- (g) comply with all applicable laws, regulations, codes of practice or similar in countries where the Newspapers and Websites (as applicable) are available;
- (h) comply with the requirements from time to time of United Kingdom financial services legislation both as to content and authorisation (including but not limited to the Financial Services and Markets Act 2000 or legislation pertaining to gambling and betting);
- (i) where Advertisements include a competition, prize draw or similar promotion, comply with, and the competition, prize draw or promotion shall be conducted by the Advertiser, in accordance with all applicable laws and regulations, and the Advertiser shall be responsible for the provision of all prizes;
- (j) not indicate an intention to discriminate on grounds of sex, race, religion or belief, disability, ethnic origin, age or sexual orientation (unless such an Advertisement is exempted from any statutory requirements relating to such forms of discrimination and the Advertiser notifies the Publisher of the applicability of such an exemption at the time when the Advertisement is booked);
- (k) all Advertisements submitted for publication online will be free of any viruses and no Advertisement will cause an adverse effect on the operation of the Websites; and
- (l) where the Advertiser is an advertising agency or media buyer it is authorised by the advertiser of the product or service to place the Advertisement with Publisher.

17 The Advertiser shall not represent to any third party that the Publisher in any way endorses the Advertiser, the Advertisements and/or the Advertiser's products or services.

18 The Advertiser shall ensure that all Advertisements submitted for publication are clearly recognisable as advertising and not designed to resemble editorial content.

19 The Advertiser shall not without the prior permission of the Publisher embed any tracking device, beacon, floodlight or other technological device in or as part of Advertisements published on the Websites that enables the Advertiser to track or analyse the online behaviour of any user to which such Advertisement is served, other than for the sole purpose of establishing whether such user clicks on the applicable Advertisement.

Payment

20 All Advertisements are accepted on the basis that they will be paid for at the applicable rates set out in the applicable Rate Card on the date of publication.

“Rate Card” means the Publisher’s published sterling, Euro or US dollar rate cards for the then current calendar year (as may be updated from time to time), the current versions of which are available at www.racingpost.com or such other website as notified by Publisher from time to time. Publisher may change its rates at any time by publishing the modified rates at www.racingpost.com. Any changes to the rates will take effect immediately. However, any changes to the applicable rates will not apply to any orders made prior to the date of such change.

21 All sums payable to Publisher should be made in accordance with the Publisher’s financial terms & conditions which are: all new customers will be required to prepay unless credit terms have been approved following a satisfactory credit check. Publisher’s standard credit terms are for payment to be received as cleared funds by BACS payment on or before 30 days of the date of insertion or if earlier date of invoice. Any changes to the standard payment terms must be agreed by the Publisher’s accounts receivable team. Publisher may charge interest on the amount outstanding up to 4% above the Bank of England base rate.

Online Advertisements

22 The Advertiser shall submit all Advertisements for publication on Websites to the Publisher at least 4 working days prior to the intended publication date (“Publication Deadline”), or 5 working days in the case of rich media (“Rich Publication Deadline”).

23 Publisher shall have the option to publish the Advertisement (or procure that it is published on Third Party Websites), if the Advertisement copy is supplied after the Publication Deadline or Rich Publication Deadline. The Advertiser agrees to pay the Publisher in full for all impressions or space ordered in the event of non-publication of any Advertisement, due to failure to supply the Advertisements before the Publication Deadline and Rich Publication Deadline.

24 With respect to the monitoring and counting of page impressions on Websites, the Advertiser agrees to rely on the Publisher’s advertising management system which records and reports on the number of impressions served and unless the Advertiser can prove that such a report contains a manifest error, the Advertiser shall accept the results. With respect to such monitoring and counting of page impressions on Third Party Websites, the Advertiser acknowledges that the Publisher will be reliant on page impression figures provided to it by a third party, which the Advertiser agrees to accept the results of unless it can prove that such report contains a manifest error.

25 Publisher agrees that all Advertisements will be targeted at individuals in the UK or Ireland unless otherwise stated at the time of booking.

26 Where non-UK targeting is required, Publisher will endeavour to target the Advertisement at individuals in the country or countries specified at the time of booking.

27 Publisher cannot guarantee the number of impressions. If the number of impressions during the campaign period is less than the impressions booked by the

Advertiser, Publisher shall continue to serve the Advertisements after the end of the campaign period until the number of booked impressions is reached.

28 If advertising copy is received less than 24 hours before an Advertisement is due to be published, the number of impressions booked will be reduced on a pro rata basis for every 24 hours that the copy for the Advertisement is supplied after this deadline. For example, if copy is provided 2 days late for a campaign that is due to serve 100,000 banners in a 10-day period, the number of impressions will be reduced by 20,000. There will be no reduction in the fee payable.

Third Party Websites

29 Publisher does not guarantee that Advertisements booked to appear on the Third Party Websites will appear on every site or that impressions will be spread evenly across the Third Party Websites or that the Advertisement will appear on a particular site (unless Publisher agrees in writing with the Publisher to publish the Advertisements on a particular site).

Data Collecting on Publisher Websites

30 Where an Advertiser wishes to drop cookies on users' computers or use pixels, web beacons or other data collecting technology ("Data Collecting Technology") for the purpose of displaying or providing advertising on Publisher Websites and tracking impressions and related data, it shall notify Publisher in advance of booking an Advertisement and provide all information requested by Publisher regarding such Data Collecting Technology.

31 If Publisher authorises the Advertiser to use Data Collecting Technology, Publisher will provide written authorisation within the insertion order and Advertiser agrees to use such Data Collecting Technology and all data collected from it solely in the manner disclosed to the Publisher.

32 All data collected by Advertiser through such Data Collecting Technology will be confidential information owned by Publisher and will not be disclosed by the Advertiser to any third party without the consent of Publisher in advance. In no event shall such Data Collecting Technology or the data collected from it be used by Advertiser for the purpose of tracking or targeting users when they leave the Publisher Websites or be combined with information collected from other sources, except where Publisher has given agreement in writing. Advertiser shall ensure it complies with the Publisher privacy policy or policies with respect to such Data Collecting Technology and all applicable laws and regulations and that all such data will be deleted from its servers upon the end of the relationship between Publisher and the Advertiser.

Messaging Campaigns

33 In these Terms "Message Campaign" means an Advertisement that is inserted into emails, SMS, MMS, IM or other messages delivered by or on behalf of the Publisher. The Publisher will not make available to the Advertiser or any third party any data relating to recipients or intended recipients of the Message Campaign (including, without limitation, the Publisher's database of users or any part of it), unless a separate agreement is entered into by the Publisher and the Advertiser under which the Publisher may make certain data available to the

Advertiser conditional on certain assurances as to its use of the data and data protection compliance.

34 The Publisher makes no representation as to the accuracy or completeness of its database of users, and will accept no liability arising from any inaccuracy or incompleteness of the database.

35 The Advertiser agrees that the charge made for a Message Campaign shall be based on the number of Advertisements sent, and not the number of Advertisements received, and acknowledges that the Publisher cannot provide any guarantees as to the number of Advertisements that will be received.

36 Advertisements for use in a Message Campaign will be subject to additional restrictions as to size, format and content.

37 No reference to the Publisher shall be made in the Advertisement without the Publisher's prior written consent to the specific form and wording of such reference.

38 The Publisher will not intentionally send Advertisements to users of a Website who have informed the Publisher that they do not wish to receive such Advertisements.

39 The Advertiser acknowledges that the Publisher may acquire inventory on Third Party Websites from an independent source that it is entitled to sell such inventory to the Advertiser. The Publisher may not have a direct contractual relationship with the entities owning or operating the Third Party Websites and therefore the Advertiser acknowledges that the Publisher may not be able to or may not choose to identify the Third Party Websites on which Advertisements submitted for insertion on Third Party Websites will be published. The Advertiser acknowledges that the Publisher may acquire inventory in respect of Third Party Websites for a lower cost than the amount charged by the Publisher to the Advertiser in respect of such inventory.

Inserts

40 Occasionally, Publisher cannot distribute the number of inserts agreed with the Advertiser on a specific day due to changes in the print run. Where this happens, Publisher will distribute all 'overs' at the next suitable opportunity (usually the next day or next available date arranged with the print sites). The Advertiser will be liable for the full cost of the insert order. In no event will Publisher be liable for loss arising from failure to insert or any errors in the insertion of inserts.

Box Numbers

41 Should an Advertiser wish to make use of a 'box number' service offered by the Publisher, reasonable efforts will be made to forward replies to box numbers to the agreed address as soon as possible. However, the Publisher accepts no liability in respect of any loss or damage arising through delay or failure in forwarding such replies. The Advertiser authorises the Publisher to open and return to its origin any such reply if it seems fit to the Publisher to do so. A box number is allocated for a single insertion of an Advertisement, and the charge includes holding the box number open for 21 days after the insertion of the Advertisement and the handling and posting to the Advertiser of all replies received. Airmail handling rates will be agreed prior to insertion where applicable.

Liability of Publisher

42 Publisher accepts no responsibility for any interruption or delay the Advertiser experiences in delivering any Advertisements copy to Publisher or any loss or damage to any Advertisements copy or any other materials.

43 Publisher shall use its reasonable endeavours to reproduce Advertisements as provided by the Advertiser but cannot guarantee that the Advertisements will be of the same quality.

44 Advertisements normally appear in all editions of a Newspaper but Publisher reserves the right to omit certain Advertisements from its Irish edition or other regional editions.

45 Publisher will not be responsible for any additions to, changes in, deletions from, delays in publication or withdrawal of any Advertisements required by any authority having responsibility for the regulation of online or press advertising (including the Advertising Standards Authority).

46 Publisher cannot guarantee the time, dates and/or position of Advertisements and all such decisions will be at the sole discretion of Publisher. However, Publisher will use reasonable efforts to comply with the wishes of the Advertiser.

47 If booked Advertisements are not published at all solely due to a mistake on Publisher's part, Publisher will try to offer an alternative publication date(s). If the alternative date(s) is not accepted, the original booking will be cancelled and the Advertiser shall be entitled to a full refund if the Advertiser has paid in advance for the Advertisement. This shall be the Advertiser's sole remedy for failure to publish the Advertisements.

48 If the Advertisements as reproduced by Publisher contains a substantial error solely due to a mistake on Publisher's part, Publisher shall, on request, re-publish the Advertisements at no additional cost to the Advertiser. Publisher shall not be responsible for repetition of errors and it is the Advertiser's responsibility to inform Publisher of any errors and provide any necessary assistance to Publisher to prevent a repeat of the error.

49 Publisher shall not be responsible, under any circumstances, for any loss of profit, loss of opportunity, loss of goodwill, loss of anticipated saving, loss of revenue and/or any other loss which happens as a consequence of the main loss suffered by the Advertiser or any loss which could not be contemplated by Publisher and the Advertiser, and Publisher's maximum total liability for any loss or damage arising out of or in relation to any Advertisements whether in contract, tort or otherwise shall not exceed the total amount of the charges for the relevant Advertisements actually paid by or on behalf of the Advertiser.

50 In respect of Advertisements on the Websites, Publisher does not guarantee continuous, uninterrupted access by users of the Websites but will use reasonable efforts to provide this (except for Third Party Websites over which Publisher has no control). In addition, Publisher will not be responsible for any failure or delay affecting production or publication of any Newspaper or the transmission of the Websites and any Advertisements contained in them, in any manner where such failure or delay results from any act, omission, interruption, fault or other condition beyond the reasonable control of Publisher.

51 Publisher is not responsible for the content or operation of sites that make up Third Party Websites.

52 For the avoidance of doubt, nothing in these Terms will limit or exclude Publisher's responsibility for death or personal injury resulting from its own negligence, fraud or any other liability that cannot be excluded.

53 Nothing in these Terms shall affect the statutory rights of an Advertiser who is a consumer.

54 The Advertiser agrees that unless it notifies the Publisher of a complaint or claim regarding a booking or the publication of Advertisements within 1 month of the booking date or (if later) the publication of the Advertisements the subject of the complaint, then it waives its right to make such complaint or claim notwithstanding any longer limitation period that may exist as a matter of law and the Publisher shall have no liability to the Advertiser in respect of the same.

Liability of the Advertiser

55 The Advertiser will indemnify the Publisher in full for all claims, losses or expenses (including legal expenses) arising as a result of any breach of warranty, any breach of or failure to perform any of these Terms and/or the use or publication of Advertisements by Publisher in accordance with these Terms.

Rights

56 Publisher owns the copyright in all Advertisements written or designed by it or on its behalf.

57 The Advertiser grants the Publisher an irrevocable, world-wide, royalty-free licence to reproduce, publish and republish the Advertisement within the Newspapers (irrespective of the medium or platform in or on which it is published) and/or the Websites.

58 The Advertiser grants Publisher the right (free of charge) to:

(a) use such of the Advertiser's names, trade marks and/or logos as Publisher may consider necessary for the purposes of publishing the Advertisements;

(b) reproduce Advertisements in any media at any time from the date the Advertisements were last published in the Newspapers for promotional purposes.

Cancellation policy

59 The cancellation period for an Advertisement varies according to the medium of publication. The Advertiser should refer to the relevant Rate Card at www.racingpost.com. The Advertiser may cancel an Advertisement provided that notice in writing is received by Publisher within the relevant cancellation period. Please send notice of your intention to cancel to the person who made your booking or if that person is unavailable, by fax to [+44 \(0\) 207 239 3320](tel:+442072393320). Cancellation will only be effective on confirmation of receipt of your notice.

60 If the Advertiser is insolvent or bankrupt or is otherwise in breach of these Terms, Publisher may treat any order as cancelled.

General

61 A person who is not a party to these Terms has no rights to rely upon or enforce any of these Terms.

62 If Publisher fails or delays in exercising its rights or remedies provided by these Terms, it shall not be deemed to have waived that or any other right or remedy under these Terms.

63 These Terms and any non contractual obligations shall be governed by English law and the courts of England and Wales will have exclusive jurisdiction in relation to these Terms. However, for the exclusive benefit of the Publisher, the Publisher shall retain the right to bring proceedings in the courts of the country of the Advertiser's place of business.