

THE HONG KONG JOCKEY CLUB
CONDITIONS OF ENTRY FOR THE RACECOURSES

APPLICATION

1. These Conditions regulate the admission to and the use of any area or facility in the Racecourses designated by the Stewards of The Hong Kong Jockey Club (the “Club”) for use by the general public. These Conditions are in addition and subject to, where applicable, terms and conditions of specific events held at the Racecourses or specific venues in the Racecourses.
2. All persons who enter a Racecourse (“Users”), whether with a ticket or as an invitee, shall be deemed to have accepted these Conditions and are admitted to the Racecourse strictly subject to these Conditions. These Conditions are subject to interpretation and application by the Club whose decision shall be final, conclusive and binding for the purpose of these Conditions.
3. The Club reserves the right to vary, amend and supplement these Conditions at any time. Such changes will be publicised by posting the same at the entrance(s) of the Public Enclosures and/or on the Club’s official website. All Users shall have the responsibility to check the latest version of these Conditions before entering the Racecourses, and deemed to have agreed to these Conditions by entering a Racecourse.

INTERPRETATION

4. In these Conditions, the following words and phrases shall have the meaning as set out below:-

“Badge” means a badge issued by the Club for admission to designated area(s) of the Racecourses on a Race Day.

“Electronic Communication Devices” includes mobile phones, pagers, wrist watches, tablets, computer and/or any other devices with mobile telephone, data transmission or receipt, and/or other communication functions.

“Public Enclosures” means any area or facility in the Racecourses designated by the Club for use by the general public.

“Racecourse(s)” means the Happy Valley Racecourse and/or the Sha Tin Racecourse.

“Race Day” means a day on which a race meeting is held in accordance with the official fixtures as published by the Club.

ADMISSION

5. Admission to the Racecourses and any area or facility therein is at the discretion of the Club. The Club reserves the right to refuse or condition access to all or designated areas of the Racecourses from time to time and on a temporary or permanent basis. Details of admission and fees are displayed at the entrances of the Racecourses and published on the Club's website.
6. Users must enter or exit the Racecourses through the designated entrances and exits. Where applicable, valid entry tickets must be presented when entering the Racecourses and when requested by Club staff. Valid Badges, where issued, must be worn visibly at all times whilst present at the Racecourses on a Race Day with all requisite information duly filled in on the Badges.
7. No person may enter the areas in the Racecourses designated for Members or other authorised persons of the Club unless he or she is a guest of a Member of the Club or otherwise authorised by the Club. No person whose name appears on the list of excluded persons referred to in Bye-law 8 of the Club's General Bye-laws or is otherwise excluded in accordance with the Rules of the Club shall be allowed to enter the Racecourses.
8. Admission to the Racecourses is allowed up to the capacity as permitted by the relevant licences or permits issued by the Government of the Hong Kong Special Administrative Region (the "HKSAR") or as determined by the Club from time to time. Unless otherwise permitted by the Club, no person under the age of eighteen (18) shall be admitted.
9. For safety and security reasons, the Club may request Users to undergo security checks including inspection of their personal belongings on entry to the Racecourses or whilst present at the Racecourses. Any person who refuses to submit to such security check may be refused entry or evicted from the Racecourses.
10. Except with prior written approval of the Club, admission tickets or Badges shall not be transferred, sold, offered for sale, coupled or bundled with any product or services, offered or obtained as a competition prize or otherwise used for commercial or promotional purposes, whether or not with the intent to make a profit. All tickets or Badges obtained in breach of these Conditions shall be void and any person seeking to use such ticket or badge will be refused entry to or evicted from the Racecourses without any refund or compensation.
11. The Club will not replace a lost, stolen or damaged ticket or Badge.
12. An admission ticket is for single admission by the same person only. Re-admission with the same ticket is not allowed.
13. No refund shall be given in respect of any ticket or Badge except as set out in Clause 38 or otherwise set out in the terms and conditions of the specific event.

DRESS CODE

14. The Club may at its discretion implement a dress code for any area in the Racecourses.
15. If a dress code is in place, details will be set out in the Club's website and/or in the confirmation of the reservation. All Users seeking to enter such area(s) must comply with the dress code, failing which they may be refused access to the relevant area(s) with no refund or compensation.

CONDUCT

16. When on the Racecourse, Users shall at all times follow instructions and directions of the Club's staff, security personnel and/or the Police.
17. All Users must observe and comply with all laws of the HKSAR and regulations and requirements of any relevant authorities that are applicable to the entry and use of the Racecourses, including but not limited to laws and regulations relating to safeguarding national security and public order.
18. In case of any event involving the display or use or raising of the national flag or national emblem, the regional flag or regional emblem, the national flag-raising ceremony, or the playing or singing of the national anthem, all Users shall comply with all applicable laws and regulations.
19. No items that may compromise the safety of or may startle any person or horse present at the Racecourses, may obstruct or be offensive to other Users, may disrupt the operation of the races, race meeting or any activity or event conducted at the Racecourses and/or is otherwise considered by the Club to be inappropriate may be brought onto the Racecourses.
20. The following activities or behaviour are strictly prohibited at the Racecourses:-
 - (a) any activity or behaviour which may disrupt, hinder or interfere with (i) any horse or persons taking part in the races or any activity or event conducted at the Racecourses, (ii) any Club official or staff in exercise of their powers, functions or duties, and/or (iii) the operation of the race meeting or any activity or event conducted at the Racecourses;
 - (b) any activity or behaviour which may distract, startle or endanger any horse or otherwise compromise the safety of any person on the premises;
 - (c) any activity or behaviour which may be prejudicial to national security or public order, or is offensive, threatening, abusive, indecent or insulting to other users;
 - (d) obstructing gangways, access ways, entrances, exits, stairways and similar places;
 - (e) displaying or distributing any item (such as flags, bunting, posters, signs or pamphlets) or wearing any clothing or accessories bearing any image,

slogan or text which is in the opinion of the Club unlawful, indecent, obscene, discriminatory, insulting, provocative, offensive or is otherwise considered by the Club to be inappropriate;

- (f) displaying or distributing any item or wearing any clothing or accessories which may be used for marketing or promotional activity (whether commercial, political, charitable or otherwise) unless with prior written approval of the Club;
 - (g) conducting any commercial or sale activities, or soliciting money or other contributions or donations (whether commercial, political, charitable or otherwise) unless with prior written approval of the Club;
 - (h) displaying any item in such a manner that obstructs or may obstruct the view of other Users;
 - (i) entering any part of the Racecourses designated for Members or certain Users by the Club without a valid badge or permission;
 - (j) unauthorised entry to any area restricted to Club officials, staff and other authorised personnel;
 - (k) smoking except in designated smoking areas;
 - (l) standing on spectators' seats; and/or
 - (m) betting except with channels authorised by the Club.
21. Animals are not permitted to be brought into the Racecourses except for guide dogs for disabled assistance subject to conditions as may be imposed by the Club from time to time. Prior notification of an intended visit of a guide dog shall be given to the Club so that appropriate arrangements can be made.
22. No person shall bring their own food and drinks onto the Racecourses, except for medicine, water for self-consumption or with prior written approval of the Club.
23. Tipping, payment of gratuities or provision of advantages to the Club's staff is strictly prohibited, except for lai sees or red packets in the first 15 days of the Chinese New Year subject to such conditions as may be imposed by the Club from time to time. The Club is a public body under the Prevention of Bribery Ordinance (Cap. 201) and non-compliance with the above may constitute a criminal offence.
24. The Club may in its absolute discretion at any time and without prior notice and compensation to refuse any person whom the Club considers to be in breach of any of these Conditions admission to or evict him or her from the Racecourses.
25. The Club may remove any item or object brought onto or used within the Racecourses in contravention of these Conditions without incurring any liability to any person for any loss or damage however arising as a result of such removal.

USE OF ELECTRONIC COMMUNICATION DEVICES, PHOTOGRAPHY AND FILMING ACTIVITIES

26. Surveillance equipment, including but not limited to security cameras, are in use around and in the Racecourses. All Users shall be deemed to have consented to the collection of their image and other personal data through any surveillance equipment, and the use and disclosure of such personal data by the Club in accordance with the Club's Privacy Policy Statement available on the Club's official website at https://www.hkjc.com/home/english/corporate/corp_privacy.aspx (such hyperlink may be updated by the Club from time to time) and any relevant notices as may be displayed at the Racecourses from time to time.
27. Electronic Communication Devices may be used whilst on the Racecourses provided that:-
- (a) they must at all times be switched to the silent mode and must not emit any sound or noise. Speaker mode shall not be used when making calls or playing voice messages;
 - (b) Users shall not communicate with anyone outside the Racecourse for the purpose of or in connection with any betting (other than with authorised channels of the Club) or any unauthorised commercial purpose;
 - (c) live broadcasting or streaming of activities in the Racecourses is prohibited unless with prior written approval of the Club; and
 - (d) Electronic Communication Devices may not be used for making or receiving calls in certain facilities at the Racecourses. Users shall refer to the Club's website or booking confirmation for details.
28. Users may take photos or videos at the Racecourses for personal and private use only, provided that:-
- (a) no flash or other similar means of light emission may be used;
 - (b) no photography or filming by drones or similar remote devices or by any means which in the opinion of the Club may cause obstruction or disturbance to any race, race meeting or any activity or event conducted at the Racecourses;
 - (c) unless with prior written approval of the Club, no commercial shooting, use of professional cameras or recording equipment, or use of covert cameras or other similar filming or recording device is allowed within the Racecourses;
 - (d) the images, film or recording taken shall not be used for any commercial purposes, or be passed onto any third party for such purposes;
 - (e) the use of cameras or Electronic Communication Devices with camera or video functions is prohibited within the confines of toilets, changing rooms or such area as designated by the Club in the Racecourses;

- (f) no photo or recording shall be taken of other Users inside a members' box without their knowledge and consent; and
 - (g) such photography or filming shall not cause any nuisance to or infringe the privacy of other Users.
29. All Users are deemed to have agreed that all copyright and/or other intellectual property rights in any unauthorised images, film, or recordings are assigned to the Club and they shall at the request of the Club promptly execute all instruments and do all things necessary to vest the right, title and interest in such rights in the Club absolutely.
30. The Club reserves the right to require any User to delete any audio or visual content or data if the Club reasonably believes that any such content or data is created in breach of these Conditions without incurring any liability to any person for any loss or damage however arising as a result of such removal.
31. By entering the Racecourses, all Users acknowledge and agree that photographic images and/or video or sound recording may be taken of them by the Club and/or any third party authorised by the Club. All the copyright and other intellectual property rights in the images, video or sound recordings shall belong to the Club or such third parties. Consent is deemed to have been given that the Club and/or any third party authorised by the Club may use, reproduce, display, broadcast, distribute, modify or alter such images or sound or video footage via any media now known or later developed for any purposes and in any manner in connection with the Club's racing operation and any activity or event conducted at the Racecourses and promotion, marketing or reporting thereof, which may include live televised and livestreaming coverage of the race(s) or race meeting or such activity or event, printed or electronic publication as well as social media.

LIABILITY

32. Any property brought onto the Racecourses by a User shall remain at all times the entire risk of that User. The Club shall be under no liability or responsibility for any loss, injury or damage, howsoever caused, to such property. All property found at the Racecourses not reclaimed within 3 months will be disposed of at the discretion of the Club. High value property such as cash and jewellery may be sent to the police when found. The Club reserves the right to examine any lost property found at the Racecourses, and submit it and its contents for examination. The Club shall incur no liability whatsoever to any person in respect of lost property as bailees or otherwise and no claim for damages or compensation shall be brought against it by any person in respect of the same.
33. All Users must accept that attending the Racecourses carries an inherent risk of injury and they do so at their own risk. When on the Racecourses, Users must comply with all instructions of the Club and exercise a reasonable degree of caution and care for themselves, persons in their care and those around them.
34. The Club does not accept any liability or responsibility for any death or bodily injury howsoever sustained by any User unless and to the extent it is established

that such death or injury is caused by the negligence of the Club or its employees.

35. In no circumstances shall the Club be liable for any indirect or consequential loss, damage, costs or expenses, any loss of profits, loss of opportunity or loss of revenue, whether foreseeable or not.
36. Each User shall be responsible for any damage caused by him to any fixtures, fittings or property of the Club in the Racecourses and for any damage to the property of any other third party at the Racecourses.

CANCELLATION OF RACES AND EVENTS

37. Race fixtures, races or any activity or event to be conducted at the Racecourses may be cancelled, postponed or abandoned at any time by the Club, whether on its own election, for reasons of force majeure or as directed by the police or other authorities.
38. If a race meeting is cancelled or postponed, or abandoned before half of the races on the race programme for the Race Day have been run or partially run, the Club may at its discretion issue a rain-check ticket or badges or allow the tickets or badges to be reused for admission to the same facility at any subsequent race meeting in the same racing season, or refund the admission charge (if any). However, in any event, the Club shall have no liability in relation to any cancelled, postponed or abandoned race or race meeting.
39. If a race meeting is partially run and then abandoned after half the races on the race programme for the Race Day have been run or partially run, there will be no refund of admission fee or issuance of rain-check tickets or badges.
40. The Club may cancel, suspend or modify any content of any activity or event (including but not limited to venue, date or time, performance or other activities, entry requirements, gift, discount or other offerings) or amend the relevant terms and conditions, at any time without notice, and without liability for refund, compensation or otherwise.

LAW

41. These Conditions shall be governed by the laws of the Hong Kong Special Administration Region. In the event of any dispute in relation to these Conditions or arising from a User's attendance at the Racecourse, the courts of the HKSAR shall have exclusive jurisdiction.

LANGUAGE

42. If there is a conflict or inconsistency between the English version and the Chinese version of these Conditions, the English version shall prevail.

8 June 2024