

## The Commentator Challenge Promotion Terms and Conditions

### 1. INTRODUCTION

1. By entering this promotion, all participants will be deemed to have accepted these terms and conditions in full. All entry instructions form part of these terms and conditions.
2. The promotion is open to all persons, excluding employees of the promoter, its group companies, its agents or anyone professionally connected with this promotion and any member of their respective immediate families.
3. Competition entry opens at **12pm on 24 August 2020** and **closes at 11.59pm on 4 September 2020**. Entries received after this time and date will not be eligible to win a prize.
4. No purchase is necessary to enter the promotion. However, in order to enter the promotion, you must have capacity to film a video via a mobile phone and send the footage via e-mail to the promoter and administrator, the Henry Cecil Open Weekend.

### 2. ENTRY TO THE PROMOTION

2. To enter the promotion, film a video of you commentating on The Sir Henry Cecil Commentator Challenge Stakes, footage available on the Henry Cecil Weekend website, and then send that to the Henry Cecil Open Weekend designated competition email address:  
[commentatorchallenge@gmail.com](mailto:commentatorchallenge@gmail.com)
2. Entrants must commentate throughout the whole race
3. Only One entry per person

### 3. FINAL

1. The six finalists will be selected by the competitions judging panel. Judges' decision is final.
2. Finalists will be notified via email and/or telephone. In the event that the promoter is unable to contact a finalist within 2 working days of the relevant draw, the promoter reserves the right to award their place in the final to another contestant.
3. Each finalist will be required to commentate again on assigned races which will be sent directly to the persons by the promoter.
4. Each finalist agrees to have a JustGiving page set up in their name as part of the competition, with all donations received in aid of Racing Welfare.

### 2. WINNERS

- 2.1. The winner will be decided by an online public vote hosted on the Racing Welfare and/or the Henry Cecil Open Weekend website between the **18 – 20 September 2020**. Votes will be restricted to one per IP address. The winner will be the commentary that garners the most votes polled. In the event of a tie in the final, the finalist who raises the most amount of money on their JustGiving page will be deemed the winner.
- 2.2. Winners will be announced live on Racing TV on **20 September 2020** and notified officially by email. They will be asked to confirm their details for delivery of the prizes.

### 4. THE PRIZES

4. There is a total of two prizes available to be won:
  - i. Overall winner will receive: (a) £1000 tax free and (b) The chance to commentate live at Newmarket Racecourse during the Henry Cecil Open Weekend 2021 (c) an official Henry Cecil Open Weekend Commentator Challenge Trophy.
  - ii. Top fundraiser, based on funds raised through their JustGiving Page, will receive: (d) A day behind the scenes at Racing TV in 2021.

### 5. CONDITIONS

2. In the event that the promoter is unable to contact a winner within 10 working days of the relevant draw, the promoter reserves the right to award the prize to the person to have placed second within the final poll.

3. The £1000 prize will be delivered within 28 working days from a valid acceptance of the prize.
4. The opportunity to commentate at Newmarket Racecourse during the Henry Cecil Open Weekend 2021 will be subject to government and racecourse guidelines.
5. The prize for the top fundraiser (d) is subject to government and Racing TV corporate guidelines. Date to be mutually confirmed by Racing TV and the winner.
6. No cash alternative. Prizes are non-transferable and cannot be resold. The promoter reserves the right to substitute an alternative prize of equal or greater value.
7. Each entrant agrees to take part in reasonable publicity as may be required by the promoter in respect of the promotion. The promoter reserves the right to: (i) publish each entrant's name, photograph, county and entry on its website, Facebook, Instagram page or Twitter account or to publicise the prize-giving presentation within a year of the closing date.
8. Each winner's name and residence are available on request by emailing [commentatorchallenge@gmail.com](mailto:commentatorchallenge@gmail.com) within 90 days of the closing date.
9. No entries from agents, third parties, syndicated entries or those made using methods such as a computer macro, script or the use of automated devices are permitted and no bulk entries.
10. All costs and expenses not included within the prizes are the responsibility of the entrant(s).
11. By entering the promotion, entrants grant a copyright license in the uploaded video to the promoter.
12. The promoter reserves the right at any time, in its absolute discretion, to:
  - i. verify the eligibility of any participant (including their age and place of residence); and
  - ii. disqualify any participant found to be abusing or tampering with the operation of the promotion or entering using fraudulent means, or who the promoter believes to have acted in breach of these terms and conditions; and
  - iii. disqualify participants who do not give correct contact details or those who make an entry on someone else's behalf; and
  - iv. disqualify any participant posting an entry or a comment to the promoter's Instagram, Facebook or Twitter account that is, in the promoter's opinion, inappropriate, offensive or upsetting to other participants, fans of the promoter or directly aimed at the promoter or contrary to applicable law, and to remove any such entry or comment; and
  - v. disqualify any participant found to have benefitted from the use of foul play during the voting process;

## 6. LIABILITY

1. The promotion is not in any way sponsored, endorsed or administered by, or associated with Twitter, Instagram or Facebook. Participants acknowledge that Twitter, Instagram and Facebook shall not have any liability to them in connection with the promotion.
2. If the promoter fails to comply with these terms and conditions, the promoter is responsible for loss or damage to the entrant that is a foreseeable result of the failure to comply or the promoter's failure to use reasonable care and skill. The promoter is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is either obvious that it will happen or if, at the time the terms and conditions were entered, both the participant and the promoter knew it might happen.
3. Please note that no participant must put themselves in any personal danger in submitting an entry to the promotion. The promoter is not in any way encouraging any behavior that could cause any risk of personal injury, including non-adherence to current social distancing rules.
4. Except as otherwise required by applicable law, the promoter accepts no responsibility or liability for any entry or claim which for technical or other reasons is unsuccessful, incomplete, lost, late, damaged, corrupted or misdirected.

## 7. GENERAL

- 7.1 Any decision of the promoter in respect of the promotion is final. For questions regarding the promotion, email [commentatorchallenge@gmail.com](mailto:commentatorchallenge@gmail.com)

2. The promoter reserves the right to extend, withdraw, alter or suspend the promotion or these terms and conditions at any time if circumstances beyond its control make this unavoidable.
3. All personal data submitted in connection with the promotion will be processed by the promoter for the purposes of administering and managing the promotion and prizes (where applicable) and verifying the eligibility of each participant. The promoter will not use any personal data for any other purposes without the consent of the relevant participant. By participating in the promotion, each participant consents to the use of their personal data in accordance with these terms and conditions.
4. Any images are an illustrative example and do not show the exact prize(s).
5. The promotion and these terms and conditions, and any dispute or claim arising out of or in connection with them, are governed by English law and you can bring legal proceedings in respect of the promotion and these terms and conditions in the English courts. If you live in Scotland you can bring legal proceedings in respect of the promotion and these terms and conditions in either the Scottish or the English courts.
6. The promoter is The Henry Cecil Open Weekend, Solon House, 40A Peterborough Road, London, SW6

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