

# **JOCKEY'S SPONSORSHIP**

## **Code of Conduct**

**September 2007**

# **A CODE OF CONDUCT FOR JOCKEYS' SPONSORSHIP**

This Code of Conduct represents the sponsorship controls approved by the Directors of the British Horseracing Authority under Order 234 of the Orders and Rules of Racing.

This edition of the Code will take effect from 1<sup>st</sup> September 2007, replacing all previous versions published.

British Horseracing Authority  
September 2007

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# **Jockeys' Sponsorship – Code of Conduct**

## **1. Introduction**

This Code of Conduct ('the Code' represents the sponsorship controls, for Jockeys' Sponsorship, approved by the Directors of the British Horseracing Authority under Order 234 of the Orders and Rules of Racing (Appendix 3 refers).

A Code of Conduct dealing with such sponsorship controls was first published in November 1998 and the Jockeys' Sponsorship Scheme itself was introduced on 1<sup>st</sup> February 1999.

Sponsorship permitted under this Code only extends to race meetings held in Great Britain. As far as racing in other countries is concerned, any form of advertising/sponsorship on jockeys' equipment is a matter for the relevant Racing Authority.

Failure to comply with any part of this Code, as amended from time to time, will be a breach of the Orders and Rules of racing for which warnings and penalties may be imposed. The penalties will range from a fine, or referral to the Stewards of the British Horseracing Authority, depending upon circumstances.

It is essential that both the spirit and letter of this Code are observed, by all parties, at all times.

British Horseracing Authority  
September 2007

## 2. Branding Opportunities

Jockeys have specific branding opportunities on the following items of their riding equipment:

- Breeches (defined as personal garments worn as part of a jockey's equipment)
- Clothing (defined as personal garments worn underneath owners' silks, as part of a jockey's equipment)

Refer to Section 3 d) for further details.

## 3. Jockeys' Sponsorship Opportunities

This section of the Code lays down the sponsorship opportunities available to Jockeys.

### Sponsorship Opportunities

#### *a) Definition of a Jockey*

A jockey is a person who holds a licence from the stewards of the British Horseracing Authority to ride for hire and such licences may be limited to Flat Races or Steeplechases, Hurdle Races and National Hunt Flat Races.

#### *b) Definition of Sponsorship*

'Sponsorship is a business relationship between a provider of funds, resources or services and an individual, event or organisation which offers in return rights and association that may be used for commercial advantage.'

(S. Sleight; Sponsorship: 'What it is and how to use it' 1989)

It is emphasised that the key terms are business relationship and commercial advantage, which distinguish sponsorship from patronage, essentially an altruistic gesture.

Sponsorship must be understood as similar to a partnership between two parties of mutual benefit to both.

#### *c) Definition of Logo*

Short for logotype, a logo is a trade mark, company name/emblem or series of characters, which may be used within any of the branding sites referred to in this Code.

#### *d) What can be sold – Branding sites and sizes, appearance and method of fixing.*

These dimensions comply with agreed OFCOM Guidelines.

## Jockeys' Breeches

There shall be **three** branding sites only available on jockeys' breeches as follows;

Thigh site      **Two** identical sites, each of 32 sq. inches (209 sq. cm), each site placed on outer sides of breeches, positioned between hip and knee.

Coccyx site    **One** site of 10 sq. inches (64 sq. cm), placed on rear of breeches, at base of spine.

## Jockeys' Clothing

There shall be **one** branding site only available on jockeys' clothing worn underneath owners' silks (such as roll-neck/polo neck-type-apparel), as follows;

Neck site      **One** site of 6 sq. inches (38.5 sq. cm), placed on the stock centre front of clothing.

See Appendix 1 for an illustration of the above three branding sites, and Appendix 5 for a comparison of branding sites, as they relate to horse, rider and attendant.

The branding sites on jockeys' **breeches**, and jockeys' **clothing**, shall belong to individual jockeys. The owners of the branding sites may, according to commercial considerations, sell the rights to these sites individually, or collectively.

Any logo on the branding sites on breeches may be visible between weigh-out and weigh-in for a particular race at a racecourse, and otherwise, subject to the agreed conditions for Media Interviews/Trophy Presentations in Appendix 4 to this Code, may be visible outside of this period whilst on a racecourse without restriction, subject to compliance generally with the Code.

**The use of any other clothing or equipment for branding purposes is expressly prohibited under this Code. This would include, but not be restricted to, baseball caps, other headgear, clothing, eyewear, et cetera.**

Jockeys will also note that they are required to comply with the agreed conditions for Media Interviews/Trophy Presentations as in Appendix 4 to this Code.

## Appearance and Fixing

Full colours are permissible. Logos should be stitched, or printed, on the Jockeys' riding equipment. Jockeys must always carry an unbranded set of riding equipment: i.e. breeches and clothing, which must be used in the event of any non-compliance with the Code.

Branding must comply with the Code at all times when it appears on the racecourse in the following locations:

- i) in any stabling area or horsebox
- ii) in the pre-parade or parade ring
- iii) on the race track
- iv) in the winner's enclosure and any other unsaddling area
- v) whilst mounted on a horse
- vi) in the weighing room
- vii) whilst proceeding between any of the above locations

## 4. Registration of Contracts

A written contract must be drawn up and signed by the Jockey and the Sponsor, for approval, registration with and publication by the British Horseracing Authority, 1 week (7 days) prior to the first appearance of any branding on a racecourse permitted by this Code. Such branding must match that agreed in the contract registration appears in the Racing Calendar.

Following the signing of the contract with a Sponsor, the Jockey must register that contract with the British Horseracing Authority by delivery to The Jockeys' Sponsorship Desk, Weatherbys, Sanders Road, Wellingborough, Northants, NN8 4BX (01933 440077). The details of the contract will be checked for compliance with the Code.

From January 1<sup>st</sup> 2007 the contract registration fee will be £36.20 (inc VAT). This charge is usually debited to the Jockey's Weatherbys account. However in the case of the Jockey not having such an account it is necessary for a cheque for the full amount of the registration charge to accompany the contract. The amount of the registration fee is subject to an annual review by the British Horseracing Authority.

It is essential that all parties to the contract recognise the need to comply with this code as amended from time to time.

Appendix 2 is a Specimen Sponsorship Contract. This document may be used to record, subject to registration, a contract between a Jockey and a Sponsor. All the terms within the sponsorship must be included in any contract.

The JAGB will offer advice on how to draw up contracts, registration of contracts etc.

If Appendix 2 is not used, any contract forwarded for registration to the British Horseracing Authority must contain all the following information before it can be approved for publication.

- i) Date of signing
- ii) Name and address of Jockey and where appropriate of Agent or Advisor
- iii) Name and address of Sponsor
- iv) Sponsor's nature of business
- v) Sponsorship Income Level (this information will not be published)
- vi) Exact description of name, logo or word(s) to be used within the allowed branding sites
- vii) Contract expiry date or period of sponsorship
- viii) Agreement to comply with the Code of Conduct, as amended from time to time
- ix) Specific agreement that all sponsorship income must be paid to and administered by the Stakeholders appointed under the Orders and Rules of Racing (currently Weatherbys).

## 5. Distribution of Income

All income generated through sponsorship under the Code must be paid to and administered by the Stakeholders (see 4.ix.).

## 6. Unacceptable Products or Services

Within the OFCOM Code of Advertising Standards and Practice is a list of unacceptable products or services, as follows:-

- i) All tobacco products
- ii) Breath testing devices or others which mask the effects of alcohol
- iii) The occult
- iv) Private investigation agencies
- v) Commercial services offering advice on personal or consumer problems
- vi) Guns and Gun Clubs
- vii) Pornography

***Blanket prohibition on the sponsorship of jockeys by betting and gaming organisations (to include, for the avoidance of doubt, betting exchanges) is no longer in force. However, only sponsorship agreements involving 50 individual jockeys or more and which are submitted through and managed by the Jockeys Association of Great Britain, will be considered for such organisations.***

The Code requires compliance with any prevailing OFCOM standards. Therefore any brands or companies that advertise the above products or services are not allowed and must be avoided when entering the market. Under Order 235A (Appendix 3 refers), the Directors of the British Horseracing Authority shall have complete discretion whether to approve and register any Jockeys' Sponsorship contract. Any contact submitted relating, in the opinion of the Directors, to an unacceptable product or service, will not be approved or registered, and Jockeys will not be permitted to carry any logos under such contracts.

## 7. Sourcing Branding

Following the signing of a contract and registration of said document with British Horseracing Authority, arrangements must be made to produce branding on Jockeys' equipment (breeches and/or clothing). Details of some known manufacturers of such equipment can be obtained from JAGB.

Any supplier must produce branding to meet the requirements of the Code.

## 8. Exclusivity Arrangements and The Aintree Grand National Meeting and The Epsom Derby Meeting

The two race meetings named above, have optional jockey sponsorship exclusivity arrangements for all branding sites as detailed in this Code, for all races run at these meetings. Jockeys must not carry branding on their equipment for any race(s) run at these race meetings if this option is exercised by the sponsor.

Jockeys may enter into a contract with either meeting sponsor, provided it meets the approval of the respective sponsor, the respective owner(s) of horse(s) running at these meetings and the British Horseracing Authority.

Details of these arrangements, including race meeting sponsorship payments, will appear in the Racing Calendar from time to time in accordance with the Race Conditions.

## **9. Visibility of Branding Sites**

The branding sites and sizes covered by this Code must be respected by all parties. Any obstruction of the visibility of legitimate branding sites, by any party, whether pre-meditated or otherwise, is prohibited under this Code, except where such action is taken on the grounds of horse welfare. Such practice may constitute a breach of the Orders and Rules of Racing for which penalties may be imposed.

## **10. Negotiation with Owners**

The British Horseracing Authority has lifted the “owner’s veto” which had previously prevented jockeys from displaying branding on any of the jockey’s sponsorship sites when riding for an owner that exercised their right to veto.

Jockeys are now free to negotiate with owners over what branding may be worn when riding their horses, providing that they still comply with the rules as laid out in this Code of Conduct.

In order to facilitate the flow of information, details regarding Jockey’s sponsors will be available on the British Horseracing Authority Weatherbys Administration site, on the British Horseracing Authority’s own website and a full list will be published from time to time in the Racing Calendar.

An owner is defined as per the Orders and Rules of Racing, as reproduced in Appendix 3 of this Code.

## **11. Conditional and Apprentice Jockeys**

Any sponsorship contract for Conditional or Apprentice Jockeys submitted for registration at the Jockeys’ Sponsorship Desk at Weatherbys will also need to include the signature of the employing Trainer. If the Jockey is under eighteen years of age, the signature of a parent/guardian will also be required.

Any sponsorship income earned by either a Conditional or Apprentice Jockey will be split between the Jockey and the employing Trainer in the same way as prize money is distributed in the Order and Rules of Racing and the Apprentice Riding Agreement.

## **12. Amateur Riders**

Amateur Riders are excluded from seeking sponsorship income for themselves as any payment would, through Rule 62 (i)b, make the rider ineligible to hold an Amateur Rider’s Permit.

However, providing a minimum payment of £200 is paid via the Stakeholders to the Amateur Jockeys Association and no payment of any kind is made to an Amateur Rider in return for the appearance of branding on breeches or clothing as outlined in Section 3 d), then such Amateur Rider may be permitted to carry such branding. In these circumstances references to ‘jockeys’ in this Code are to be construed as applying to Amateur Riders. All contracts sent to Weatherbys for registration of sponsorship for Amateur Riders must be accompanied by a cheque made payable to the Amateur Jockeys Association for the above amount otherwise the contract will not be registered.

### **13. Effective Date**

This Edition of the Jockeys' Sponsorship Scheme Code of Conduct becomes effective from 1<sup>st</sup> September 2007 but it may be subject to amendment from time to time. Any such amendments will be published from time to time in the Racing calendar.

### **14. Further Information**

For further information, please contact the Jockeys Sponsorship Desk at Weatherbys, Sanders Road, Wellingborough, Northants, NN8 4BX. Tel. 01933 440077, Fax. 01933 440807.

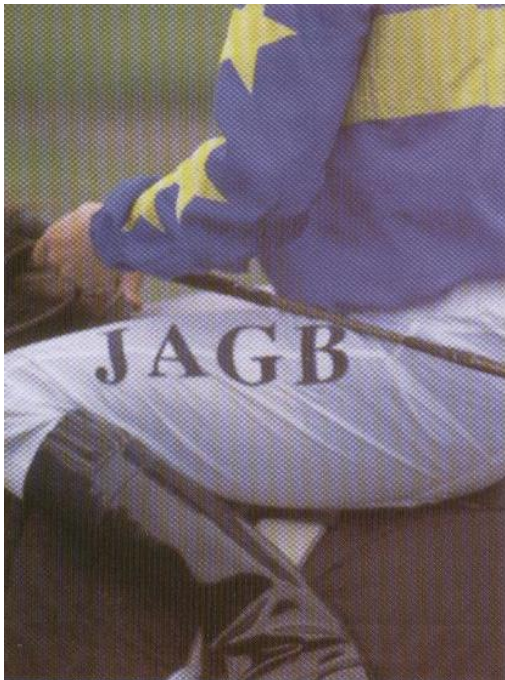
Other Useful addresses and numbers:

	Telephone	Fax
The British Horseracing Authority 151 Shaftesbury Avenue, London, WC2H 8AL	0207 152 0000	0207 152 0001
The Jockeys Association of Great Britain, 39b Kingfisher Court, Hambridge Road, Newbury, Berks.	01635 44102	01635 37932

**APPENDIX 1  
PHOTOGRAPHS OF SAMPLE BRANDING  
(ALL SITES SHOWN ARE AVAILABLE TO JOCKEY)**



**JOCKEYS' BREECHES – COCCYX SITE 10 SQ INS AREA ALLOWED**



**JOCKEY'S BREECHES (BOTH LEGS)  
THIGH SITE 32 SQ INS AREA ALLOWED**



**JOCKEY'S CLOTHING  
NECK SITE 6 SQ INS ALLOWED**

**PLEASE REFER TO JOCKEYS' SPONSORSHIP CODE OF CONDUCT FOR FULL DETAILS OF  
SITES, SIZES, AND PERMITTED VISIBILITY  
© THE BRITISH HORSERACING AUTHORITY**

Photography: Sean Ellis. With thanks to Epsom Racecourse, Simon Dow, Robert Guest and Allerton and Co.

## APPENDIX 2

(SEE SECTION 4 OF THE CODE OF CONDUCT FOR JOCKEYS' SPONSORSHIP)  
SPECIMEN SPONSORSHIP CONTRACT

THIS AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_ year \_\_\_\_\_

### BETWEEN:

JOCKEY'S DETAILS ("the Jockey")
Name of Jockey:
Address:
Contact Tel Number:
Contact Fax Number:
Contact Email Address:
NB. (It is important that you provide this information in case of any queries regarding this sponsorship agreement)

SPONSOR'S DETAILS ("the Sponsor")
Name of Sponsor:
Address:
Contact Tel Number:
Contact Fax Number:
Contact Email Address:
Web Site:
Nature of Business:
Name/Logo/Products: (to appear on the available branding sites)

### REGISTRATION FEE:

The registration fee of **£36.20** must accompany this application should the Jockey above not have a Weatherbys or British Horseracing Authority bank account.

**Please Note:** We are unable to process this application should the required fee not be available.

### WHEREAS:

- (a) The Sponsor is the designer, manufacturer or provider of the Products as defined in paragraph 4.7.
- (b) The Jockey has agreed to promote the Products or Services pursuant to the terms of this agreement.

NOW IS IT AGREED as follows: -

### 1. Definitions

The following words shall have the following meanings.

- 1.1 **“the BHA”**: the British Horseracing Authority.
- 1.2 **“the Branding Sites”**: the sites on clothing worn by Jockeys, when riding in race meetings, where logos are permitted pursuant to the Code.
- 1.3 **“the Code”**: the British Horseracing Authority Code of Conduct on Jockeys’ Sponsorship [a copy of which is annexed hereto].
- 1.4 **“the Fees”**: the payments to be made by the Sponsor to the Jockey pursuant to the terms of this agreement and the free provision of goods/services to the Jockey pursuant to clause 4, below.
- 1.5 **“the Period”**: the period of \_\_\_\_\_ months/years commencing on the date that registration with and approval of this agreement by the British Horseracing Authority pursuant to the Code is advertised by publication in the Racing Calendar (a newspaper published weekly by the British Horseracing Authority).
- 1.6 **“the Rights”**: the rights set out in clause 2, below.
- 1.7 **“the Orders and Rules of Racing”**: the Orders and Instructions of the British Horseracing Authority and the Rules of Racing and Instructions of the Jockey Club from time to time in force.
- 1.8 **“the Territory”**: Great Britain
- 1.9 **“Sponsor’s Advertising Material”**: that material containing the Sponsor’s logo advertising the Products of Services in accordance with the Code.

### 2. Grant of Rights

Subject to registration with and approval of this agreement with the British Horseracing Authority under the Code, in consideration of the payments to be made by the Sponsor the Jockey will during the Period and throughout the Territory:

- 2.1 wear the Sponsor’s Advertising Material on the Branding Sites when engaged to ride at all race meetings in the Territory in the manner permitted by the Code and always subject to the owner’s right of non-participation as defined by the Code.
- 2.2 allow the Sponsor to use the approved image and name of the Jockey in the promotion and advertising of the Products/Services by any means that is lawful and reputable and permitted by the Code and within any media.
- 2.3 make himself/herself available at reasonable times to be agreed during race meetings (but no more than once at each meeting) and at such other times and places as may be agreed for personal interviews and suitable promotional activities promoting the Products in a manner fitting to the status of the Jockey.

### 3. The Fees and Expenses

The Sponsor agrees to pay the following fees (which are non-repayable):

- 3.1 a basic fee in each year of £\_\_\_\_\_ payable annually in advance the first payment to be made at the commencement of the Period
- 3.2 additional fees of
  - 3.2.1 £\_\_\_\_\_ for each race in which the Jockey ride is entered to ride and starts in such race which is broadcast on television; and,
  - 3.2.2 £\_\_\_\_\_ for each and every race won by the Jockey which is broadcast on television; and,
  - 3.2.3 £\_\_\_\_\_ should the Jockey win any of the following races namely:  
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- 3.3 Such additional fees being paid half yearly in arrears the first payment to be made six months after the commencement of the Period. If the Sponsor requests the Jockey to undertake personal promotional activities for the Sponsor under Clause 2.3 then the Sponsor agrees to pay all reasonable expenses incurred by the Jockey in doing so in accordance with a budget to be agreed between the Sponsor and the Jockey.
- 3.4 All sums payable pursuant to this Agreement shall be exclusive of VAT which shall where applicable be payable in addition.
- 3.5 All Jockeys will release 5% of any income generated through sponsorship under the Code to the Jockeys’ Association of Great Britain (J.A.G.B.), these monies to be used to benefit all Jockeys through the schemes organised by the J.A.G.B. To facilitate this all income generated under this agreement shall be paid to and administered by the Stakeholder appointed under the Orders and Rules of Racing (the Stakeholder).

#### 4. Sponsor's Obligations

The Sponsor:

- 4.1 will pay sufficient funds to the Stakeholder at such times as will enable the Stakeholder to effect payment of the fees set out in clause 3 above at the times indicated.
- 4.2 will forthwith apply to register this agreement and the Sponsor's Advertising Material for approval with the British Horseracing Authority and will notify the Jockey once registration has taken place and approval granted.
- 4.3 will discuss the manufacture of the items to bear the Sponsor's Advertising Material with the Jockey and be responsible for the cost of manufacture of all goods to be worn or used by the Jockey using the Sponsor's Advertising Material.
- 4.4 ensure that the Sponsor's Advertising Material will comply with the Code and all relevant laws and regulations relating to the publication of advertising and promotional material and in particular that it will not be misleading or in breach of third party rights.
- 4.5 confirms that it is the sole owner of or controls all copyright and any other rights in the Sponsor's Advertising Material to be used and that any use by the Jockey or on his/her behalf under this agreement of the Sponsor's Advertising Material will not expose him/her to any criminal or civil proceedings
- 4.6 confirms that it has full title and authority to enter into this agreement and is not bound by any previous agreement which already affects this agreement and that it has the necessary power to grant the rights granted hereunder in the Sponsor's Advertising Material as contemplated hereunder which will not be in breach of any rights of any third party.
- 4.7 The sponsor agrees to provide the Jockey free of charge with the benefits in kind as detailed below:-

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#### 5. Assignment

Neither party will be entitled to assign this agreement to any other party save that the Sponsor shall be entitled to assign the benefit and obligations of this agreement provided that the Purchaser/Assignee enters into an agreement with the Jockey upon the same terms as herein set out for the remainder of the Period.

#### 6. Termination

- 6.1 In addition to any other rights and remedies that the Jockey may have this Agreement may be terminated by giving written notice to the Sponsor in the following circumstances:
  - 6.1.1 where the Sponsor is in material breach of any of its obligations or agreements hereunder which is or are not capable of remedy; or
  - 6.1.2 where the Sponsor is in material breach of its obligations or agreements hereunder which are capable of remedy and fails or refuses to remedy such breach after receiving written notice requiring it to do so within 14 days from the date of such notice (and the Jockey shall not be obliged to carry the Sponsor's Advertising Material during such 14 days); or
  - 6.1.3 where the Sponsor goes into voluntary or involuntary liquidation, is declared insolvent either in bankruptcy proceedings or other legal proceedings, reaches agreement with its creditors due to inability or failure to pay its debts as they fall due and/or has a receiver appointed over the whole or part of the Sponsor's business
- 6.2 In addition to any other rights and remedies that the Sponsor may have this agreement may be terminated by giving written notice to the Jockey in the following circumstances:
  - 6.2.1 where the Jockey is in material breach of his/her obligations or agreements hereunder which is or are capable of remedy; or
  - 6.2.2 where the Jockey is in material breach of his/her obligations or agreements hereunder which is or are capable of remedy and fails or refuses to remedy such breach after receiving written notice requiring him/her so to do within 14 days from the date of such notice (and no payment shall be made to the Jockey under clause 3, above, during the 14 days); or
  - 6.2.3 where the Jockey is a Disqualified Person (as defined in the Rules of Racing)

#### 7. Indemnity

Each party undertakes to indemnify the other party against all liabilities, claims, demands, actions, costs (including reasonable legal fees), damages or losses suffered by such parties arising directly or as a result of any breach or non-performance by the indemnifying party of the obligation contained in this agreement.

### 8. Force Majeure

In the event that this agreement cannot be performed or its obligations fulfilled for any reason beyond the reasonable control of the Jockey including such events as injury, illness, abandonment of race meetings, war, industrial action, floods, Acts of God, unforeseen technical failures, then such non-performance or failure to fulfil its obligations shall be deemed not to be in a breach of this agreement and shall not render the Jockey liable to the Sponsor in respect of the same.

### 9. Confidentiality

Save for the registration with the British Horseracing Authority as required under the Code, each party agrees with the other that it will maintain as confidential and will not make any unauthorised use of any private or confidential information about the other party and its business or its private and financial affairs that may come into its possession as the case may be.

### 10. Governing Laws

This agreement shall be constructed and enforced in accordance with the Laws of England and Wales whose Courts shall be the sole courts of jurisdiction.

### 11. Entire Agreement

This document and the Code constitutes the entire agreement between the parties hereto relating to the subject matter hereof and no statement or promise or inducement which is not contained herein shall be binding or effective and this agreement shall not be varied or amended except by a separate written agreement between the parties hereto

### 12. Miscellaneous

12.1 Nothing in this agreement is intended nor shall create any partnership between the parties hereto

12.2 All notices or other communications to be given hereunder shall be in writing and shall be sent by facsimile transmission to a current facsimile number of the respective party or by first class recorded delivery post to the parties at their respective addresses set out in this agreement or such other addresses as may be notified to the other parties for such purposes and shall if sent by facsimile transmission be deemed to have been served at the time of despatch or if sent by first class recorded delivery post be deemed to have been received on the third day after posting.

12.3 The Jockey gives no warranty hereunder that he/she will ride in any minimum number of races during the Period, but confirms that it is his/her intention where practicable and possible to accept all suitable rides offered to him/her during the Period.

IN WITNESS whereof the parties have hereunto set their hands the day and year first above written

SIGNED BY: (for and on the behalf of the Jockey)	Signature:
In the presence of:	Signature:
SIGNED BY: (for and on the behalf of the Sponsor)	Signature:
In the presence of:	Signature:

Please send completed forms to: Sponsorship Desk, Weatherbys, Sanders Road, Wellingborough, Northants, NN8 4BX. Tel. 01933 440077, Fax. 01933 440807

## APPENDIX 3

### EXTRACT OF RELEVANT ORDERS/RULES/INSTRUCTIONS

#### *Definitions:*

**'Owner'** save as otherwise stated below means the legal not the equitable owner of a horse. In the case of a horse owned by a Recognised Stud Company, the word 'Owner' means the nominee of the Company approved and registered in accordance with Rule 43. In the case of a horse owned by a Recognised Company the word 'Owner' means the Company. In the case of a horse owned by a Recognised Club, the term 'Owner' means the trustees approved and registered in accordance with Rule 41. In the case of a syndicate, the expression 'Owner' means the members of the syndicate in whom the legal possession of the horse is vested as lessees from the syndicate pursuant to Rule 46 (ii). In the case of a 'Recognised Business Partnership', the term 'Owner' means the Business Partners. In the case of a Joint Ownership the term 'Owner' means each Joint Owner. In the case of a 'Racing Partnership' the term 'Owner' means the nominated partners. The term 'Owner' includes 'part-owner'. Where a horse is leased the word 'Owner' means the lessee but not the lessor, except for the purposes of Leasing Handicaps, and the lessor of a horse shall be deemed to have no interest in the horse for the purpose of Rule 47B unless he receives a share of the prize money won by the horse and contributes to the expense of running it. In Leasing Handicaps the word 'Owner' means the lessor except for the purposes of the application of Rule 150 and Order 194 when it shall mean the lessee.

#### *Orders:*

234. All Managing Executives of Racecourses, Owners, Trainers, Riders and registered stable employees shall comply with the controls for sponsorship from time to time approved by the Directors.

235A. Any Jockeys' sponsorship agreement must be submitted for approval and registration by the Directors who shall have complete discretion whether to approve and register any such sponsorship agreement. Registration of such agreement will become effective 7 days following the publication of such registration in the Racing Calendar. A registration fee as laid down by the Directors is payable at the time of application for such registration in accordance with the schedule in Appendix M to these Orders and Rules.

#### *Rules:*

221B. (i) Every person shall comply with every Instruction of the Stewards of the British Horseracing Authority contained in these Orders and Rules of Racing and every other Instruction of the Stewards of the British Horseracing Authority contained in these Orders and Rules of Racing and every other Instruction published in the Racing Calendar from time to time and also every notice of the Stewards of the British Horseracing Authority published in the Racing Calendar from time to time.  
(ii) Every person shall comply with the instructions of the Stewards at a Meeting.

#### *Appendix M:*

235A. Registration of Jockey's Sponsorship Agreement -£35.00 (inc VAT)

#### *Instructions:*

E5 ADVERTISING/SPONSORSHIP MATERIAL ON RIDERS' CLOTHING OR EQUIPMENT  
The Stewards of the British Horseracing Authority wish it to be known that no Rider may carry any for of advertising material on any part of his clothing or equipment on the racecourse save to the extent approved under controls for **Jockeys' and Owner Sponsorship** pursuant to Order 234.

## APPENDIX 4

### MEDIA INTERVIEWS/TROPHY PRESENTATION

#### PROTOCOL

##### 1. Introduction

This protocol is published following discussions between the JAGB, the Racecourse Association (RCA), the Horserace Sponsors Association (HSA) and the British Horseracing Authority. They have been introduced with the aim of raising Racing's overall profile and accommodating the needs of racegoers on whose support we rely so heavily.

If Racing is to continue to compete and keep abreast of other sports, we have to make increased efforts to present ourselves in a favourable light. Every major sport including Football, Rugby and Cricket have brought in new marketing and presentation techniques and Racing must follow suit.

Jockeys are no different to footballers and other sportspersons in that the public wants to hear your views, take photographs and secure your autograph. If Racing and Jockeys raise their overall profile, then we all benefit and you are expected to adhere to the protocol at all times. We can assure you that we are not trying to invade your privacy or cause embarrassment in awkward situations. We are merely trying to improve Racing's image for the benefit of all.

##### 2. Trophy Presentations / Race-Sponsor Presentations

- a) If riding in the following race, Jockeys should, time permitting, place the Owners' colours from the race relevant to the Trophy Presentation over any other colours. Jockeys should then proceed to the Trophy presentation immediately.
- b) At no stage can a Jockey wear any sponsored clothing other than the logos allowed on his / her riding equipment in compliance with the Code of Conduct for Jockeys' Sponsorship.
- c) Even if riding at an evening meeting, Jockeys are asked to remain on course for Trophy or Race-Sponsor Presentations.
- d) If possible, Jockeys should make every effort to thank the sponsors involved for their support and pose for any necessary photographs.

##### 3. Television Interviews

If approached by BBC, Channel 4, Racing UK, At The Races or Sky, following the running of a televised race, Jockeys are requested to agree to an interview. This would be the normal procedure in other sports where competitors/players must attend a press conference or give a televised interview.

On the vast majority of occasions the broadcasters are not there to ask difficult questions but merely to inform the viewer as to what happened in a given race.

Jockeys are also asked, where possible, to respond positively to requests by local and regional television and radio stations as they do much to promote racing in their catchment area.

4. Press Conferences – Feature Races

Following the running of major races, the press will want to record the views of the winning Jockey. A number of racecourses now have designated interview area / press conference room. In future these facilities will be used to asked questions in the form of a press conference. This should be easier for Owners, Trainers and Jockeys as opposed to the informal questioning in and around the Winner's Enclosure.

Jockeys are asked, where possible, to make time to attend these press briefings following the major races.

5. Racecourse Interviews – Public Address System

To assist racegoers, interviews with Owners, Trainers and Jockeys will often be conducted over the Racecourse Public Address System. These could take place before or during racing and Jockeys are again requested, where possible, to grant interviews if approached by the Racecourse Executive. The questions may be of a basic nature but they are of great interest to the racegoer.

General

6. Jockeys are reminded that when giving interviews as outlined above, they should refrain from commenting on any Stewards' Enquiries immediately after races, so as not to prejudice any outcome of such enquiries. Jockeys are also reminded if there are contentious issues being discussed, of the need to keep comments legal and be aware of the laws of defamation.
7. Compliance with any part of this Protocol must not unnecessarily affect the smooth running of Racing, and, in particular, must not delay the weigh-in procedures or affect the start of any race.