

## Terms & Conditions

The application to register bespoke owners' colours is subject to the terms and conditions below. By applying, the applicant is agreeing to be bound by these terms and conditions.

### 1. HOW TO ENTER

- 1.1. All applications must be made on the prescribed submission form (downloadable from the BHA's website [here](#) or here: <http://www.britishhorseracing.com/wp-content/uploads/2017/01/Design-your-own-bespoke-silks-submission-form.pdf>
- 1.2. Applications should be sent:
  - 1.2.1. By first class post to Owners' Colours, 75 High Holborn, London WC1V 6LS; or
  - 1.2.2. By e-mail to [Colours@britishhorseracing.com](mailto:Colours@britishhorseracing.com).
- 1.3. The BHA will not accept responsibility for applications that are lost, mislaid or damaged, regardless of cause, including, for example, as a result of any postal failure, equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind.

### 2. SUBMISSIONS

- 2.1. All applications will be checked by Weatherbys and BHA to ensure that they are distinguishable and describable. The final decision as to whether or not a submission meets these criteria will be made by the BHA.
- 2.2. Any applications that pass the first stage, as set out in 2.1, will then be considered by the BHA. Successful applicants will then be offered the right to register their submissions as colours, for the purposes of racing under the 'Rules of Racing'.
- 2.1. By submitting an application the applicant confirms that, if successful, they will pay the registration fee of £5,000 + VAT (the 'Fee').
- 2.2. Applications can be withdrawn at any time by the applicant up to the point at which the right to register the colours is offered and accepted. If an applicant wishes to withdraw from the process after this point, any administrative charges incurred by the BHA will be recovered from the applicant.
- 2.3. By submitting an application the applicant agrees that they are submitting an original design and have not copied any other design and/or infringed any third party intellectual property rights.
- 2.4. If the BHA is provided with evidence demonstrating that third party intellectual property rights have been infringed, we reserve the right to withdraw the application and/or cancel the registration. Any administrative charges incurred by the BHA as a result will be recovered from the applicant.
- 2.5. By submitting an application and any accompanying material, the applicant agrees to:
  - 2.7.1. allow the BHA to make the submission available on its website and any other media, whether now known or invented in the future, and in connection with any publicity of the initiative.
  - 2.7.2. grant the BHA a non-exclusive, worldwide, irrevocable licence, for the full period of any intellectual property rights in the submission and any accompanying materials, to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the submission and any accompanying materials for such purposes.
- 2.8. The BHA will not accept any application which includes a design and/or logo and/or branding that is intended to or will promote the interests of any person or company that may be prejudicial to the interests or reputation of racing in Great Britain or racing worldwide, to be determined at the BHA's sole discretion.
- 2.9. The decision of the BHA in relation to the selection of the registration of applications is final.

### 3. REGISTRATION OF COLOURS

- 3.1. If an application is successful, they will receive from Weatherbys a colours registration from (CO1). This must be completed and returned to Weatherbys, at its business address: Racing Administration, Weatherbys, Sanders Rd, Wellingborough NN8 4BX. An application for the registration of racing colours that is approved remains subject at all times to Rules (E)82-85 of the Rules of Racing, which can be found [here](#). Applicants are advised to refer to the Rules of Racing for their full terms and effects.

- 3.3. If a successful applicant chooses to gift their right to register the colours to a third party prior to initial registration, the BHA may request written confirmation from the applicant that the right to register was gifted.
  - 3.3.1. In the instance that the right to register the colours is gifted to a third party, the BHA will not permit any changes to the successful submission.
- 3.4. The right to register a successful application as colours is not for resale. If the BHA has reason to believe that this restriction has been breached, it reserves the right not to register the colours or cancel the registration where already approved. Any administrative charges incurred by the BHA as a result will be recovered from the applicant.

#### **4. PAYMENT OF THE FEE**

- 4.1. The process of registration of the colours will not be commenced until the successful applicant has paid in full the Fee.
- 4.2. In the instance that the successful applicant is a registered owner, their racing account will be invoiced for the amount owing.
- 4.3. If the successful applicant is not a registered owner, an invoice will be sent to the address listed on the original submission form.
  - 4.3.1. The Fee will be payable within 30 days of issue of the invoice. A failure to pay the Fee within the time frame may result in the BHA withdrawing the right to register the colours.
- 4.4. The registration period included in the Fee is 12 months from the date that the registration of the colours is completed ('Initial Registration Period').
  - 4.4.1. A re-registration fee will be charged after the Initial Registration Period has ended if the applicant wishes to have the colours registered for the purposes of racing under the Rules of Racing.
  - 4.4.2. If the applicant fails to re-register the colours within 3 months of the Initial Registration Period ending, the ability to have that set of colours re-registered in the future may be lost.

#### **5. PUBLICATION OF REGISTRANT NAME**

- 5.1. The name of the successful applicant will be published on the Racing Administration website once the registration process is completed, and will be published in subsequent annual calendars whilst the colours remain registered.

#### **6. SIMILAR SILK COLOUR AND DESIGN**

- 6.1. Should the same or similar colour combination already be in existence in a race, a change of cap colour may be requested by the BHA and/or the judge should both sets of silks feature in the same race.

#### **7. DATA PROTECTION**

- 7.1. By submitting an application the applicant agrees that any personal information provided with the submission may be held and used by the BHA and/or its agents and suppliers to administer the application and continue to administer it for the period of the registration.
- 7.2. The BHA's Data Protection Policy can be found [here](#).