

CLUB AGREEMENT AND CODE OF CONDUCT



PARTIES

Aurora Racing Limited is a company incorporated in Ireland under number xxxxx, and having its registered office address at Unit 8a Birch House Ballycoolin, Rosemount Business Park, Dublin 11 (the **"Company"** or **"Us"**);

You are referred to as the **"Member"**, **"You"** or **"Your"** in this Agreement and together you, the Agents and the Company are the **"Parties"** and each a **"Party"**.

BACKGROUND

1. The Member wishes to join the Aurora Racing Member Club (the **"Club"**) and agrees to be bound by the terms of this Agreement.
2. This Agreement sets out the terms which shall apply to all Members of the Club and the benefits which shall be granted to the Member by the Agent and Company on behalf of the Club.
3. This Agreement shall serve as the Code of Conduct which the Member and Agents agree to be bound by.

1. DEFINITIONS

The following terms shall have the meanings set out below:

"Business" Refers to the activities of forming, marketing, and managing racehorse clubs conducted by the Company under the trading name Aurora Racing Club;

"Club" Refers to **Aurora Racing Members Club**, a racehorse club formed, marketed, or managed by the Company as part of its Business.

"IHRB" Refers to the Irish Horse Racing Board.

“Intellectual Property”	Encompasses all intellectual property rights owned by or licensed to the Company, including domain names, patents, trademarks, service marks, registered designs, unregistered designs, copyrights, and any related applications or confidential information used in connection with the Business.
“Members”	Refers to the Member together with the other individuals who are Members of the Club. The term “Member” pertains to an individual in such a club.
“Membership”	Refers to the membership by a member or Members in the Club.
“Membership Fee”	Refers to the fee payable by the Member for the Term.
“Racehorse”	Refers to the horses within the club at any given time.
“Term”	Refers to the term of this Agreement tbc

2. AGREEMENT

- 2.1 This Agreement serves as the basis of the agreement between the Agent, Company, and the Members. Acceptance of the terms of Agreement by the Member constitutes acceptance by the Member of the terms contained herein.
- 2.4 The Agreement is made in the English Language but can be adapted as requested on case by case.
- 2.5 After you place your Membership request you will receive an email from us acknowledging that we have received it and accepted your Membership, at which point and on which date (the **“Commencement Date”**) this Agreement between the Company, Agents and Member will come into existence, a period of 12 months applies in regards to receipt of benefits of monetary value.
- 2.6 You should print off and retain a copy of this Agreement or save this electronically for future reference.

3. THE CLUB

- 3.1 The Company is responsible for the management of the Club and all matters associated with it. The decisions made by the Company are final, binding on the Members, and not subject to query or appeal.
- 3.2 While the Company may seek advice and guidance from trainers, veterinarians, and stud managers, and members the ultimate decision-making authority lies with the Company. This includes decisions regarding racing silks, trainers, jockeys, and club names.

4. MEMBERSHIP

- 4.1 The Membership Fee shall be paid by the Member to the Company on completion of this Agreement. The Membership Fee shall be paid via our websites instructions as directed by the Company

through their website. Or if needed new members can avail of a over the phone Membership option on Case-by-case basis.

4.2 In exchange for the payment of the Membership Fee the Member will be entitled to the benefits set out in Schedule 1 of this Agreement for the duration of the Term.

4.4 In accordance with relevant legislation, Members have the right to cancel this Agreement within 14 days of its execution and payment of the Membership Fee (the “**Cooling-Off Period**”). Unless cancelled their Membership will automatically become active on expiry of this Cooling-Off Period.

4.5 To exercise the cancellation right in Clause 4.4, a member must return the pack of documents associated with the Membership (the “**Membership Pack**”) received on payment of the Membership Fee via recorded or guaranteed delivery within 14 days of purchase. The Company will refund the Membership Fee on receipt of the Membership Pack, deducting a nominal amount for the cost of providing the Membership Pack.

5. CONDITIONS OF MEMBERSHIP

5.1 **The Company and Agents provide no warranties, guarantees or commitments regarding the performance of any Racehorse or appearance of a Racehorse on a racecourse. The Company and Agents shall have no liability whatsoever with respect to the performance, or lack thereof, of any Racehorse or with respect to the appearance or otherwise of the Racehorse on a racecourse.**

5.2 The Member must hold the Membership in their own name only and memberships cannot be subdivided or held by multiple individuals registered in one name. In entering into this Agreement, the Member confirms that they are aged 18 or above.

5.3 By becoming a Member, the Member could be engaged in following the progress of the Racehorse they have rights to winnings and profit shares in sales of horses shall there be any in the future. All profits will be dispersed yearly and equally as per membership terms.

5.4 **It is agreed that the legal and beneficial ownership of the Business remains solely with the Company. The Members have no ownership interest in either the Business.**

5.5 In the case of purchasing a Membership as a gift for someone else, the donor must nominate a recipient who is over the age of 18. The nominated recipient automatically becomes a member and is bound by this Agreement. All rights associated with the Membership belong to the nominated recipient, even if they were not the original purchaser. This includes receiving payments from the Company, such as a share of prize money should there be any.

5.6 If the number of Members is insufficient to meet the minimum requirement to form a club, as determined by the Company including all the benefits and redistribution of funds to create Aurora Racing Hubs etc, the Company may choose not to proceed with the club formation and will refund all monies paid by the Members. The Company may decide to re-advertise the Club or modify its structure or financing and shall notify any prospective Members once this has been determined.

5.7 If the Company proceeds with the formation of the Club but not all Memberships are taken up, the Company may, at its absolute discretion, sell the remaining memberships at a higher or lower price than the Membership Fee paid by the Member under this Agreement.

- 6.1 The Members Club is constituted as a '*Racing Club*' formed in accordance with the IHRB Rules of Racing, Irish National Hunt Steeplechase (INHS) Rules, the HRI Directives and the HRI Racehorse Owner Eligibility & Right to Appeal Policy.
- 6.2 By joining the Club, all Members are fully advised and agree to abide by the IHRB Rules of Racing, INHS Rules and the HRI Directives, including being fully compliant with the HRI Racehorse Owner Eligibility & Right to Appeal Policy. This is a requirement established by HRI.
- 6.3 By joining the Club, all Members agree to allow the Agent to submit their personal details to HRI. HRI requires the member's details for client identity verification, subsequent client management and communications from HRI. At no stage will the member's details be released to a third party for marketing purposes. Please read full Privacy Notice on www.hri.ie. This is a requirement established by HRI.
- 6.4 The Agents shall only process data relating to the members in a manner permitted by and consistent with current Data Protection legislation (including the General Data Protection Regulation (EU) 2016/679 (GDPR) as amended and updated from time to time) and in accordance with the Company's Privacy Policy as available on the company website www.auroraracingire.com
- 6.5 The Agent will keep the Members informed as to the activity of the horse, the progress in training and the races for which the horse is entered via The Racing Manager app. The agent shall also arrange for the Members to receive the rights and benefits set out in Schedule 1 of this Agreement and assist with any queries on this.

7. COSTS INCLUDED IN MEMBERSHIP FEE

7.1 The Membership Fee shall be used towards the payment of the following costs by the Company and the Agents:

- (a) Management and service provision fee. This figure includes managing, servicing, and marketing the club.
- (b) Racing costs. This includes training fees, entry/declaration fees, veterinary fees, jockey, and training fees (whether in Ireland or abroad)

8. Re investing of profits within the club to visible to all members in yearly accounts and this fund is to create infrastructure which the members will have access to as part of membership fees.

9. CLUB ACCOUNT & FINANCE MANAGEMENT:

9.1 The Agent shall issue a record of the Club's HRI account at the end of the Term to all Members.

Payments made by the Company to Members shall be with respect to division of prize money (if any) won by the Racehorse. Any payments to Members will be paid by electronic funds transfer to a bank account nominated by the Member.

HRI Deductions From Prize Money	%
Stable Employees Bonus Scheme	3%
Irish Horseracing Regulatory Board	1.7%
Stable Staff Association	3.5%
Jockeys Emergency Fund	1%
Trainer	10%
Jockey	10%

Please Note the above table is an example of Ireland only Each country will have individual charges all of which will be expressed in yearly accounts.

10. MEMBERSHIP CHANGES AND EXIT POLICY

- 10.1 The commitment of each Member in respect of the club is on a rolling basis and except with the agreement of the Agent, no Member shall be able to sell or transfer, transmit, alienate, sell, offer as a gift, or otherwise dispose of their Membership during the Term.
- 10.2 In the event of a member's death during the Term, all rights and liabilities attached to their Membership will pass to the personal representatives of their estate.
- 10.3 Membership will not be subject to any third-party rights or interests.
- 10.4 **The Member shall not be entitled to a refund or reimbursement based on the performance of a Racehorse, the success of the Club or the transfer, sale, or disposal of their Membership during the Term.**

11. LIABILITY

- 11.1 In no event shall the any Party's total liability whether arising from breach of contract or warranty or from negligence or strict liability or otherwise) for aggregate damages of any kind arising out of or in connection with this Agreement arising from the course of dealing or course of performance exceed the Membership Fee paid by the Member during the Term.
- 11.2 In no event shall any Party be liable for any indirect, incidental, special, or consequential damages (including but not limited to such damages arising from breach of contract or warranty or from negligence or strict liability or otherwise), including loss of profits, revenue, or for interrupted communications, incurred by any Party in connection with this Agreement.
- 11.3 Nothing in this agreement excludes or limits the liability of any Party for death or personal injury caused by either party's negligence or fraudulent misrepresentation.

12. MISCELLANEOUS

- 12.1 By becoming a member, individuals acknowledge and agree to the use of their personal information as outlined in the Company's Privacy Policy available at www.auroraracing.net
- 12.2 The Company reserves the right to amend, modify, or update this Agreement without the prior consent of the Members. Members will be bound by the amended terms and provided with a copy of these by the Company as soon as practicable via the Company's website.

12.3 This Agreement may be executed electronically by any of the parties.

13. DISPUTES

13.1 This Agreement and any dispute or claim arising out of or in connection with it between the Member and the Company or otherwise shall be governed by the laws of Ireland and subject to the exclusive jurisdiction of the courts of Ireland. HRI shall not be responsible for the mediation of any disputes that arise within the Club.

In accepting this Agreement, the Member, the Agents and the Company agree to be bound by the terms as set out herein.

MEMBER – Members shall execute this Agreement electronically by accepting the terms and conditions on www.auroraracing.net

SCHEDULE 1

RIGHTS AND BENEFITS

1. The following conditions must be complied with by the Member in exercising the rights and benefits outlined in Clause 1:

1.1 In most cases Aurora Racing will be allocated a maximum of 18 complimentary entrance and parade ring access badges when the horse runs in Ireland and in cases where the number of Members exceeds the racecourse's allowance, the Company will hold a ballot to allocate "Member's badge or card" for entry. This allocation only applies only to the race in which the relevant Aurora Racing Members. Members may not enter the preparade ring area, even if they possess a "Member's badge or card" for races not involving a Aurora Racing runner. **Note that notwithstanding the issue of any "Member's badge or card", Members are not owners of the Racehorse and have no ownership interest in same.**

1.2 Stable and gallop visits are organized and announced in advance on the Club website. Due to high demand, a ballot may be held if oversubscribed, with no priority given to early applications and access to the stable or gallop visits cannot be guaranteed for all Members. Some stable visits may have limited accessibility for disabled visitors, so accessibility should be checked before booking.

1.3 The Company may organize other social and racing events throughout the year including hospitality events at racecourses. The Company will most likely charge for these events, with prices varying per event.

1.4 The Company may, from time to time, take photographs or video footage at events or races at which Members are present. In attending events organised by the Company and Agents the Members accept that photography may occur and that the photos taken may

be used by the Company with no payment due or owing to any Member. Members should also be aware that television outlets may show live or recorded scenes at the racecourse or at a trainer's yard which may include the Members in attendance.

- 1.5 The Member will have access to exclusive content via the Aurora Racing Website. Once registered as a member, an email will be sent within 24 hours outlining how to download, register and access the exclusive content. For Members who do not have access to a mobile phone, Aurora Racing is also available via PC.

Aurora Racing