



# **JOCKEY SPONSORSHIP**

**Code of Conduct**

**October 2011**

## **A CODE OF CONDUCT FOR JOCKEY SPONSORSHIP**

This Code of Conduct represents the sponsorship controls approved by the Directors of the British Horseracing Authority under Rule (A)39 of the Rules of Racing.

This edition of the Code will take effect from 1<sup>st</sup> October 2011, replacing all previous versions published.

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# **Jockey Sponsorship - Code of Conduct**

## **1. Introduction**

This Code of Conduct ('the Code' represents the sponsorship controls, for Jockey Sponsorship, approved by the Directors of the British Horseracing Authority under Rule (A)39 of the Rules of Racing (Appendix 3 refers).

A Code of Conduct dealing with such sponsorship controls was first published in November 1998 and the Jockey Sponsorship Scheme itself was introduced on 1st 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 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.

Where this Code grants rights in favour of the Professional Jockeys Association those rights shall be exercisable by the Professional Jockeys Association or by PJA Commercial Limited

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

British Horseracing Authority  
October 2011

## 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 Jockeys' equipment)
- Clothing (defined as personal garments worn underneath owners' silks, as part of a Jockeys' equipment)

Refer to Section 3 (d) for further details.

## 3. Jockey 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.

### Branding Sites: Jockeys' Breeches

There shall be **four** 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.

Posterior site   **One** site of 32 sq. inches, on the rear of the breeches, positioned below the coccyx site. This site is the property of the Professional Jockeys Association and as such may only be sold by them as part of a group deal. All income generated from the use of this site shall be retained by the Professional Jockeys Association. This site shall only be available for PJA members, and all PJA members jockeys will have the right to opt in or out of any group sponsorship deal as arranged by the Professional Jockeys Association under their terms.

## **Branding Site: 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 branding sites.

The branding sites on Jockeys' **breeches** (apart from the posterior site), and Jockeys' **clothing**, shall belong to individual Jockeys. All income derived from sponsorship of the Posterior site shall be retained by the Professional Jockeys Association.

The owners of the branding sites may, according to commercial considerations, sell the rights to their own sites individually or collectively.

**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 etc.**

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**

### **Individual Contracts**

The Jockey must register a written contract, as found at Appendix 2 (maximum period of continuous sponsorship before renewal 36 months) with the British Horseracing Authority by delivery to The Sponsorship Desk, Weatherbys, Sanders Road, Wellingborough, Northants, NN8 4BX (01933 440077). The details of the contract will be checked for compliance with the Code. No other contracts will be accepted.

The Appendix 2 must be completed and signed by the Jockey and the Sponsor for approval of, registration with and publication by the British Horseracing Authority 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.

The minimum value for jockeys sponsorship contracts will be £500 + VAT (where applicable) for professional jockeys and £250 + VAT (where applicable) for apprentice and conditional jockeys.

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.

A fee in accordance with Schedule (A)1 is due to the British Horseracing Authority Limited at the time of registration. 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.

## Group Contracts (Posterior site)

In the case of a group sponsorship of the Posterior site, the Professional Jockeys Association is the authorised agent for all PJA members participating in such an arrangement and the necessary contract will be registered and managed by the Professional Jockeys Association. Full details of the group sponsorship agreement are available from the Professional Jockeys Association.

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

The PJA will offer advice on registration of contracts etc.

## 5. Distribution of Income

The branding sites on Jockeys' **breeches** (apart from the posterior site), and Jockeys' **clothing**, shall belong to individual Jockeys, who may, according to commercial considerations, sell the rights to these individual sites individually or collectively.

Income generated through sponsorship of Jockeys' clothing and breeches sites (excluding the posterior site) under the Code, must be paid to and administered by the Stakeholders, Weatherbys, as appointed under the Rules of Racing.

All income generated from sponsorship of the Posterior site shall belong to the Professional Jockeys Association.

The money generated by the posterior site will be used to benefit all PJA members through various schemes organised by the PJA.

## 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 Professional Jockeys Association, 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. Rule (D)39 (Appendix 3 refers). The Directors of the British Horseracing Authority shall have complete discretion whether to approve and register any Jockeys' Sponsorship contract. Any contract 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 the British Horseracing Authority, arrangements must be made to produce branding on the Jockey's equipment (breeches and/or clothing). Details of some known manufacturers of such equipment can be obtained from the Professional Jockeys Association.

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 Race sponsor.

A Jockey 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 or exclusive sponsorship rights, e.g. The Aintree Grand National Meeting. Such practice may constitute a breach of the Rules of Racing for which penalties may be imposed.

## **10. 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 Rules of Racing and the Apprentice Riding Agreement unless waived by the employing Trainer.

Any Conditional or Apprentice Jockey who is a member of the Professional Jockeys Association qualifies to wear the PJA Group Sponsorship branding on the posterior site and does not have to seek permission to wear this branding from their employing Trainer or their parent/guardian if under eighteen years of age. No payment will be received by the employing trainer from the Apprentice or Conditional Jockey in this respect of this site.

## **11. Amateur Riders**

Amateur Riders are excluded from seeking sponsorship income for themselves as any payment would, through Rule (D)19 make the rider ineligible to hold an Amateur Rider's Permit.

However, providing a minimum payment of £250 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. The posterior site on the breeches is not available to amateur jockeys as they are not, by definition, members of the PJA. 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.

## 12. Effective Date

This edition of the Jockeys' Sponsorship Scheme Code of Conduct becomes effective from 1<sup>st</sup> October 2011 but it may be subject to amendment from time to time. Any such amendments will be published in the Racing Calendar.

## 13. Further Information

For further information, please contact:

	Telephone	Fax
The Sponsorship Desk Weatherbys Sanders Road Wellingborough Northants NN84BX	01933 440077	01933 304819

Other Useful addresses and numbers:

The British Horseracing Authority 75 High Holborn London WC1V6LS	0207 152 0000	0207 152 0001
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The Professional Jockeys Association 39b Kingfisher Court Hambridge Road Newbury Berkshire RG145SJ	01635 44102	01635 37932
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The Amateur Jockeys Association of Great Britain Chief Executive: Mrs Sarah Oliver Crews Hill House Alfrick Worcester WR65HF	01886 884488 07789 935399	01886 884068
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**APPENDIX 1**  
PHOTOGRAPHS OF SAMPLE BRANDING  
(ALL SITES SHOWN ARE AVAILABLE TO JOCKEYS)



JOCKEYS' BREECHES (BOTH LEGS)  
THIGH SITE 32 SQ INS ALLOWED



JOCKEYS' CLOTHING  
NECK SITE 6 SQ INS ALLOWED



JOCKEY'S BREECHES  
POSTERIOR SITE  
32 SQ INS ALLOWED



JOCKEYS' BREECHES  
COCCYX SITE  
10 SQ INS ALLOWED

PLEASE REFER TO JOCKEY SPONSORSHIP CODE OF CONDUCT FOR FULL DETAILS OF SITES, SIZES,  
AND PERMITTED VISIBILITY

## APPENDIX 3 EXTRACT OF RELEVANT RULES

### **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 (E)34.*

*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 (E)29.*

*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-owners.*

*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 (E)75 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 (B)28 and Rule (F)118 Schedule 9 when it shall mean the lessee.*

### **Rules:**

#### **General duty to comply with Stewards' instructions and other requirements**

*(B) 83. Each Person must comply with any instructions given by the Stewards of a meeting*

#### **Requirement to comply with controls on sponsorship**

*(A) 39. A Person must comply with any controls on sponsorship imposed by or under these Rules.*

#### **Approval of advertising on clothing or equipment**

*(D)39.1 No Rider may carry any form of advertising material on any part of his clothing or equipment on the racecourse except to the extent approved by the Authority.*

*(D)39.2 The Authority may, on an application made to it, approve a Rider's sponsorship agreement in such circumstances as it considers appropriate.*

*(D)39.3 A Rider may apply for the Authority's approval by sending a copy of the sponsorship agreement to The Racing Calendar Office, together with the appropriate application fee specified in Schedule (A) 1.*

*(D)39.4 A sponsorship agreement may be approved subject to such restrictions or conditions as the Authority considers appropriate and, if the agreement is approved, it will be entered on the register of sponsorship agreements maintained by the Authority.*

*(D)39.5 Registration under Paragraph 39.4 shall become effective 7 days following publication of the entry on the Racing Administration Internet Site.*

## APPENDIX 4 MEDIA INTERVIEWS/TROPHY PRESENTATION PROTOCOL

### 1. Introduction

This protocol is published following discussions between the PJA, 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 Jockey 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 ask 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.