

# WESTFIELD FFA CUP

# **COMPETITION REGULATIONS**

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# 1. OBJECTIVES AND APPLICATION

These Regulations specify the regulations applicable for the conduct of the FFA Cup. These Regulations aim to promote the proper conduct and professional standards of the FFA Cup.

These Regulations form part of the FFA Statutes that specify the rules and regulations for the administration of the playing, participating, coaching and officiating in football within FFA's jurisdiction.

## 1.1 Objectives

The objectives of these Regulations are to:

- (a) promote, develop and protect the FFA Cup by ensuring that the appropriate conduct and professional standards apply;
- (b) ensure that the FFA Cup is regulated in a consistent and co-ordinated manner across the states and territories; and
- (c) align the FFA Cup with FFA Statutes and FIFA Statutes.

# 1.2 Application and Scope

These Regulations:

- (a) apply to FFA and all Member Federations, District Associations, Clubs, Players and Officials participating in the FFA Cup (*FFA Cup Participants*);
- (b) apply to all FFA Cup Matches;
- (c) form part of the FFA Statutes to which all FFA Cup Participants are bound;
- (d) do not limit or restrict the application of FIFA Statutes or FFA Statutes and, in particular the National Code of Conduct for conduct or behaviour of a Club, Player or Official; and
- (e) may be supplemented, but not varied (subject to clause 5.1(b)), by standards and procedures, including, without limitation, the FFA Cup Event and Match Day Standards and the FFA Cup Minimum Security Standards.

## 1.3 **FFA Jurisdiction and Obligations**

- (a) FFA, as the member of FIFA for Australia, is responsible for the organisation, promotion and administration of football throughout Australia. Accordingly, it has jurisdiction over all Matches and Competitions within Australia, including the FFA Cup.
- (b) FFA:
  - must comply with these Regulations and ensure that these Regulations are not inconsistent with FIFA Statutes and FFA Statutes;
  - (ii) may enforce these Regulations against FFA Cup Participants;

- (iii) may investigate potential and actual breaches of these Regulations by or against an FFA Cup Participant;
- (iv) may impose disciplinary sanctions against an FFA Cup Participant found to have breached these Regulations; and
- (v) will provide appropriate education and training to those who manage and implement these Regulations.

## 1.4 Schedules

The Schedules form part of these Regulations.

# 1.5 **FFA Cup Standards**

- (a) The FFA Cup Event and Match Day Standards outline the match day procedures and requirements applying to the Final Rounds.
- (b) The FFA Cup Minimum Security Standards outline the minimum match day security procedures and requirements applying to the FFA Cup.
- (c) All FFA Cup Participants must comply with the FFA Cup Event and Match Day Standards and the FFA Cup Minimum Security Standards to the extent that they apply to them.
- (d) FFA may from time to time issue additional policies, procedures and guidelines relating to the operation and administration of the FFA Cup.
- (e) In the event of inconsistency between:
  - (i) the FFA Cup Event and Match Day Standards and the FFA Cup Minimum Security Standards; and
  - (ii) the operative provisions of these Regulations,

the operative provisions of these Regulations will prevail.

# 2. NOTICE AND DISCIPLINARY SANCTIONS – BREACH OF THE REGULATIONS

- (a) Each FFA Cup Participant acknowledges that in order to meet the stated objectives of these Regulations, their terms must be strictly complied with and their spirit and intent honoured and as the Competition Administrator, FFA has the power to impose sanctions on FFA Cup Participants under these Regulations and in accordance with the FFA Statutes.
- (b) Other than in relation to matters falling under clause 24 of these Regulations, FFA may enforce the terms of these Regulations and invoke the sanctions only if it has given the FFA Cup Participant alleged to have breached these Regulations:
  - (i) reasonable and sufficient notice of each and every particular of the alleged breach;
  - (ii) notice of possible sanctions; and

- (iii) the opportunity to be heard and to make submissions in relation to that alleged breach.
- (c) The scope and implementation of disciplinary sanctions is as specified in these Regulations and in Part V of the FFA Statutes.
- (d) FFA may excuse:
  - A Member Federation, District Association, Club, Player or Official from liability if that party ought reasonably and fairly be excused, wholly or partly, from that liability on such terms as FFA thinks fit;
  - a Player from liability in consideration of the Player's co-operation and assistance in determining a breach of the Regulations by any Club, Player or Official on such terms as FFA thinks fit in FFA's sole and absolute discretion; and
  - (iii) an Official from liability in consideration of the an Official's co-operation and assistance in determining a breach of the Regulations by any Club, Player or Official on such terms as FFA thinks fit in FFA's sole and absolute discretion.
- (e) A Club:
  - (i) must ensure that its Players, Team Officials, employees, consultants, officials and directors of the Club comply with these Regulations; and
  - (ii) will be deemed to have committed a breach of these Regulations in the event any of its Players, Team Officials, employees, consultants, officials and directors are deemed to have committed a breach of these Regulations. In such circumstances, the Club may be liable for such breach by any of its Players, Team Officials, employees, consultants, officials and directors.

For the avoidance of doubt, this clause does not limit FFA's right to impose sanctions on the Club's Players, Team Officials, employees, consultants, officials and directors (as applicable) for breach of the Regulations.

## 3. FFA STATUTES COMPLIANCE

- (a) FFA Cup Participants must abide by, and comply with, and are bound by, the FFA Statutes and, in particular:
  - (i) the National Registration Regulations;
  - (ii) the National Disciplinary Regulations;
  - (iii) the National Code of Conduct;
  - (iv) where applicable, the Player Contract Regulations; and
  - (v) these Regulations.
- (b) The National Registration Regulations regulate the eligibility, registration, contracting, payments, and loan and transfer of Players who enter into, participate

in, and leave football in Australia, including Players in the FFA Cup. In particular, the following articles must be complied with:

- (i) article 6 (Contracting);
- (ii) article 7 (Contractual Stability);
- (iii) article 9 (Transfers and Loans);
- (iv) article 10 (Training Compensation, Transfer Fees and Solidarity Contribution); and
- (v) article 11 (Release of Players).

# 4. FIFA LAWS OF THE GAME

- (a) The FFA Cup will be played in accordance with the FIFA Laws of the Game. This includes all Preliminary Round Matches and Final Round Matches.
- (b) These Regulations are in addition to those stipulated in the FIFA Laws of the Game.
- (c) A copy of the FIFA Laws of the Game can be found on the FIFA website at <u>http://www.fifa.com</u>.

# 5. CONTROL OF THE FFA CUP

## 5.1 **Ownership and Control**

- (a) The ownership, organisation, control and management of the FFA Cup and any rights associated with it of any nature whatsoever shall be entirely and exclusively vested in, and remain with, FFA.
- (b) FFA shall have the power to make, delete and amend these Regulations for the organisation, control and management of the FFA Cup from time to time with immediate effect upon giving notice in writing.

## 5.2 **Delegation for Management**

- (a) Subject to clause 5.2(b) below, for Preliminary Round Matches, FFA may delegate certain rights and obligations to Member Federations regarding the organisation, control and management of the FFA Cup within its designated geographical territory.
- (b) If FFA delegates any rights to Member Federations pursuant to clause 5.2(a) above:
  - such organisation, control and management must be conducted in accordance with these Regulations and any other such conditions prescribed by FFA to the Member Federation in FFA's sole and absolute discretion; and
  - (ii) where a Member Federation proposes to supplement these Regulations with specific rules addressing the delegation of rights by FFA

(*Supplementary Regulations*), the Member Federation must obtain FFA's prior written approval prior to issuing any Supplementary Regulations. In the event of inconsistency between any Supplementary Regulations and these Regulations, these Regulations prevail.

(c) FFA retains the right to issue directions to Member Federations and Home Clubs regarding the organisation, control and management of FFA Cup Matches, such directions to have immediate effect unless expressed otherwise.

# 5.3 Disqualification

In accordance with FFA Statutes, FFA has the power to disqualify or suspend FFA Cup Participants from the FFA Cup for non-compliance with the FFA Statutes including these Regulations.

# 6. CLUB ELIGIBILITY AND REGISTRATION

## 6.1 Club Eligibility

- (a) In order to participate in the FFA Cup, a Club must:
  - (i) be registered with a Member Federation or FFA, and be registered with FFA in accordance with the National Registration Regulations;
  - (ii) have a senior men's team participating in a Competition;
  - (iii) only enter one (1) team in the FFA Cup (such team must be the team referred to in clause 6.1(a)(ii) and, where a Club has multiple senior men's teams, such team must be that of the highest competitive standard);
  - (iv) for the Preliminary Rounds make payment of the Preliminary Round Registration Fee in accordance with the relevant payment process determined by each Member Federation pursuant to clause 6.2(a); and
  - (v) for the Final Rounds (if the Club has qualified for the Final Rounds):
    - (A) submit to FFA a signed, completed copy of the FFA Cup Final Round Club Registration Form; and
    - (B) make payment of the prescribed Final Round Registration Fee not less than fourteen (14) days prior to the day fixed for playing the Club's first Final Round Match.
- (b) Without limiting the application of clauses 1.2 and 3, by participating in the FFA Cup, each Club agrees it is bound by all FIFA Statutes and FFA Statutes, including these Regulations and any rules, standards and/or policies prescribed by the relevant Member Federation from time to time.
- (c) Clubs must not be subject to or suffer an Insolvency Event when applying to enter the FFA Cup or at any time during the course of their participation in the FFA Cup.
- (d) If, after it has been accepted into the FFA Cup, a Club is removed from the Competition referred to in clause 6.1(a)(ii), FFA may, in its sole and absolute

discretion, reject or withdraw acceptance of that Club's application for entry into the FFA Cup.

- (e) Unless advised otherwise by FFA, Clubs will be seeded or otherwise qualify for the FFA Cup in accordance with clause 8 of these Regulations.
- (f) FFA may, in its sole and absolute discretion, reject the application of any Club to participate in the FFA Cup.
- (g) Representative Teams are ineligible to participate in the FFA Cup.
- (h) Where a Club fails to satisfy Club eligibility requirements or is removed from the FFA Cup, FFA reserves the right to determine a replacement Club, with such replacement Club to be determined by FFA in its sole and absolute discretion.

# 6.2 Registration Fees

- (a) For the Preliminary Rounds:
  - (i) the Preliminary Round Registration Fee for participating Member Federation Clubs is:
    - (A) \$750 (exclusive of GST) for National Premier Leagues Clubs; and
    - (B) \$300 (exclusive of GST) for a Member Federation Club that is not a National Premier Leagues Club;
  - (ii) each Member Federation will determine the payment process for the Preliminary Round Registration Fee; and
  - (iii) each Member Federation must pay to FFA, by such date as notified by FFA to a Member Federation, an amount representing the total of all Preliminary Round Registration Fees payable to that Member Federation for its Member Federation Clubs participating in the Preliminary Rounds.
- (b) For the Final Rounds:
  - (i) the Final Round Registration Fee for participating Clubs is:
    - (A) \$7,500 (exclusive of GST) for Hyundai A-League Clubs;
    - (B) \$2,000 (exclusive of GST) for National Premier Leagues Clubs; and
    - (C) \$1,000 (exclusive of GST) for Member Federation Clubs that are not National Premier Leagues Clubs; and
    - the Final Round Registration Fee must be paid in accordance with clause 6.1(a)(v)(B).

# 6.3 Club Removal

Clubs who:

(a) are removed from the FFA Cup by FFA in accordance with these Regulations; or

(b) are subject to or suffer an Insolvency Event after applying for entry into the FFA Cup or otherwise during its participation in the FFA Cup may be removed from the FFA Cup by FFA and,

will be deemed in breach of these Regulations and may be subject to disciplinary sanctions as determined by FFA.

# 7. COMPETITION INTEGRITY

### 7.1 Squad Strength

A Club must field a strong and competitive team in all FFA Cup Matches, including, without limitation, by playing the best available Players at all times.

# 7.2 Conflicts of Interest

- (a) Unless otherwise approved by FFA in its sole and absolute discretion and in writing, if a Club participating in the FFA Cup has a Material Interest in another Club participating in the FFA Cup or wishing to participate in the FFA Cup that other Club shall not be permitted to participate in the FFA Cup at any stage.
- (b) Unless otherwise approved by FFA in its sole and absolute discretion and in writing, if:
  - a person has a Material Interest in more than one Club participating in the FFA Cup or wishing to participate in the FFA Cup, only one of those Clubs shall be permitted to participate in the FFA Cup, which shall be the Club nominated by that person (or in the absence of such nomination, the Club nominated by FFA); or
  - (ii) a person has a Material Interest in a Club participating in the FFA Cup or wishing to participate in the FFA Cup and an Associate of that person has a Material Interest in another Club participating in the FFA Cup or wishing to participate in the FFA Cup only one of those Clubs shall be permitted to participate in the FFA Cup, which shall be the Club nominated by that person and that person's Associate (or in the absence of such nomination, the Club nominated by FFA).

#### 8. FFA CUP STRUCTURE

#### 8.1 **Preliminary Rounds**

- (a) The Preliminary Rounds will be structured and operated by each Member Federation within its designated geographical territory in accordance with these Regulations and subject to FFA approval (such approval to be granted or withheld in FFA's sole and absolute discretion).
- (b) The Preliminary Rounds are comprised of all FFA Cup Matches played prior to the Round of 32, which are to be operated within each respective Member Federation's designated geographical territory.

- (c) The Preliminary Rounds conducted by each Member Federation pursuant to clause 8.1(a) above will determine the Member Federation Club(s) (other than the Member Federation Club admitted to the FFA Cup pursuant to clause 8.5(a)(i)(J)) from within each Member Federation's designated geographical territory who will qualify for the Final Rounds.
- (d) A Club who qualifies for immediate entry into the Final Rounds in accordance with clause 8.5(a)(i)(J) or clause 8.5(a)(ii) (being all ten (10) Hyundai A-League Clubs) is ineligible to participate in the Preliminary Rounds, unless otherwise determined by FFA in its sole and absolute discretion.

# 8.2 Final Rounds

- (a) The Final Rounds will be comprised of the Round of 32, Round of 16, Quarter Finals and Semi Finals and the FFA Cup Final.
- (b) The Final Rounds will be structured as follows:
  - (i) Round of 32:

Thirty-two (32) Clubs, as determined in accordance with clause 8.1 and 8.5, will play off in sixteen (16) Round of 32 knockout FFA Cup Matches as determined by the FFA Cup Round of 32 Draw Process.

(ii) Round of 16:

The sixteen (16) winning Clubs from the Round of 32 will play off in eight (8) Round of 16 knockout FFA Cup Matches as determined by the FFA Cup Round of 16 Draw Process.

(iii) Quarter Finals:

The eight (8) winning Clubs from the Round of 16 will play off in four (4) Quarter Final knockout FFA Cup Matches as determined by the FFA Cup Quarter Final Draw Process.

(iv) Semi Finals:

The four (4) winning Clubs from the Quarter Finals will play off in two (2) Semi Final knockout FFA Cup Matches as determined by the FFA Cup Semi Final Draw Process.

(v) FFA Cup Final:

The two (2) winning Clubs from the Semi Finals will play off in the FFA Cup Final. The winning Club will be crowned FFA Cup Winners and be awarded the FFA Cup Trophy in accordance with clause 30(c).

- Where a Club is withdrawn from a Final Round Match or is otherwise excluded, suspended or expelled from the Final Rounds (*Withdrawn Club*), FFA will determine (in its sole and absolute discretion) that:
  - (i) the Withdrawn Club has forfeited their next scheduled Final Round Match as determined by the Draw Process and Match Schedule and the

Withdrawn Club's opponent for that next scheduled Final Round Match receives a bye in respect of that FFA Cup Match; or

 the Club which the Withdrawn Club defeated in its immediately preceding Final Round Match prior to its withdrawal, exclusion, suspension or expulsion, will proceed in the FFA Cup in place of the Withdrawn Club.

# 8.3 Final Round Operations

- (a) FFA Cup Matches occurring as part of the Round of 32, Round of 16, Quarter Finals and Semi Finals will be overseen and regulated by FFA with event and match day operations to be coordinated by Home Clubs with assistance from Member Federations.
- (b) The FFA Cup Final will be overseen and regulated by FFA and FFA will assume full control of all event and match day operations. Furthermore, FFA will:
  - determine the Venue for the FFA Cup Final in accordance with clause 22.1(d); and
  - (ii) assume all applicable Venue hosting costs and receive all related match day revenue.

# 8.4 Final Round Qualification

- (a) In order to qualify for the Final Rounds, Member Federation Clubs must:
  - register and participate in the Preliminary Rounds as outlined in clause 8.1;
  - (ii) reach the required stage of the Preliminary Rounds, as conducted by the relevant Member Federation, based on the FFA Cup slot allocation for that Member Federation outlined in clause 8.5(a); and
  - (iii) be approved by FFA to participate in the FFA Cup in accordance with clause 6.1.
- (b) In the event that FFA makes a determination pursuant to clause 8.1(d) to enable the National Premier Leagues Finals Series Champions to participate in the Preliminary Rounds, and the National Premier Leagues Finals Series Champions reach the required stage of the Preliminary Rounds to qualify for the Round of 32, then the next best placed Member Federation Club (as determined by FFA) participating in the same Preliminary Round as the National Premier Leagues Finals Series Champions will also qualify for Round of 32.

## 8.5 Final Round Entrant Allocations

- (a) The number of Club entrants for the Final Rounds are as follows:
  - (i) twenty-two (22) Member Federation Clubs comprising:
    - (A) Football NSW 5 Clubs;
    - (B) Football Federation Victoria 4 Clubs;

- (C) Football Queensland 4 Clubs;
- (D) Football West 2 Clubs;
- (E) Northern NSW Football 2 Clubs;
- (F) Capital Football 1 Club;
- (G) Football Federation South Australia 1 Club;
- (H) Football Federation Tasmania 1 Club;
- (I) Football Federation Northern Territory 1 Club; and
- (J) the National Premier Leagues Finals Series Champions for the prior year (for example, the National Premier Leagues 2015 Champions shall be an entrant for the FFA Cup 2016 Final Rounds); and
- (ii) all ten (10) Hyundai A-League Clubs.

# 9. CONDUCT OF COMPETITION DRAW

- (a) The Final Round Draw Process and Match Schedule will be determined by FFA in its sole and absolute discretion.
- (b) For the Preliminary Rounds, FFA may delegate the conduct of the draw process and match schedule to each Member Federation in respect of FFA Cup Matches played between a Member Federation Clubs within its designated geographical territory. In the event FFA does not make a delegation pursuant to this paragraph (b), the Preliminary Round draw process and match schedule shall be determined by FFA in its sole and absolute discretion.

## 10. MATCH DURATION

## 10.1 Duration

- (a) Each FFA Cup Match must consist of two (2) equal halves of forty-five (45) minutes to total a "full" regular period FFA Cup Match time of ninety (90) minutes, excluding any injury time played as determined by the Referee.
- (b) Competing Clubs must enter the field of play at least three (3) minutes prior to the scheduled kick-off time.
- (c) The half-time break for each FFA Cup Match will be fifteen (15) minutes.
- (d) Competing Clubs must enter the field of play at least three (3) minutes prior to the end of the half-time break.

## 10.2 Extra Time and Penalties

- (a) Replays do not apply for drawn FFA Cup Matches.
- (b) If, at the conclusion of the regular period in any FFA Cup Match (including injury time), the scores between the two (2) Clubs are tied, then extra time of two (2)

equal periods of fifteen (15) minutes will be played. The conditions of Law 8 of the FIFA Laws of the Game will apply.

- (c) If scores remain equal at the conclusion of both periods of extra time, penalty kicks will be taken, in accordance with the FIFA Laws of the Game, to determine the winner of the FFA Cup Match.
- (d) For Preliminary Round Matches:
  - extra time may be dispensed with in exceptional circumstances and only if pre-determined between the competing Clubs and approved by FFA in its sole and absolute discretion; and
  - (ii) where approval is provided by FFA (in its sole and absolute discretion) for extra time to be dispensed and scores are tied at the conclusion of the regular period, penalty kicks will be taken in accordance with the FIFA Laws of the Game to determine the winner of the FFA Cup Match.

# 11. MATCH DETERMINATION

- (a) Subject to clauses 11(b) and11(c), the result of each FFA Cup Match will be determined in accordance with the FIFA Laws of the Game and these Regulations.
- (b) Subject to clause 11(c), each Member Federation has the right in exceptional circumstances (such exceptional circumstances as determined by that Member Federation in its sole and absolute discretion) to determine the result of any Preliminary Round Match, including, without limitation, that there has been no result.
- (c) FFA reserves the right in exceptional circumstances (such exceptional circumstances as determined by FFA in its sole and absolute discretion) to determine the result of any FFA Cup Match, including, without limitation, that there has been no result.
- (d) Any Club that loses an FFA Cup Match will be eliminated from the FFA Cup, unless otherwise approved by FFA (such approval to be granted or withheld by FFA in its sole and absolute discretion).

## 12. POSTPONED, ABANDONED, RESCHEDULED AND FORFEITED MATCHES

## 12.1 Postponed, Abandoned and Rescheduled Matches

- (a) The decision to postpone or abandon an FFA Cup Match during:
  - Preliminary Round Matches will be made by the relevant Member Federation following consultation with the Match Officials and the participating Member Federation Clubs; and
  - (ii) Final Round Matches will be made by FFA in its sole and absolute discretion following consultation with the Match Commissioner, participating Clubs and, if applicable, the relevant Member Federation.

- (b) If an FFA Cup Match is postponed or abandoned due to adverse weather conditions or a cause outside the reasonable control of either Club (including its Players and Officials) prior to kick-off or prior to sixty (60) minutes of the regular period having been played, the FFA Cup Match must be:
  - subject always to clause 22.2(d), for Preliminary Round Matches, rescheduled by the relevant Member Federation to a day and time determined by the Member Federation, provided that the rescheduled Preliminary Round Match occurs within seven (7) days unless otherwise approved by FFA in its sole and absolute discretion; and
  - (ii) for Final Round Matches, rescheduled to a day, time and Venue determined by FFA in its sole and absolute discretion.
- (c) If an FFA Cup Match is abandoned due to adverse weather conditions or a cause outside the reasonable control of either Club (including its Players and Officials) at or after sixty (60) minutes of the regular period being played, unless exceptional circumstances apply (such exceptional circumstances as determined by FFA in its sole and absolute discretion):
  - subject to clause 12.1(c)(ii) below, the result at the time of abandonment will be declared the final result; or
  - (ii) where at the time of the FFA Cup Match being abandoned scores are level:
    - (A) for Preliminary Round Matches, the FFA Cup Match must be rescheduled in accordance with clause 12.1(b)(i); and
    - (B) for Final Round Matches, the FFA Cup Match must be rescheduled in accordance with clause 12.1(b)(ii).
- (d) Where an FFA Cup Match has been postponed or abandoned more than two (2) times or is unable to be rescheduled in accordance with clause 12, the winner will be determined by the toss of a coin.

# 12.2 Forfeited Matches

- (a) The decision that an FFA Cup Match is forfeited by a Club during the:
  - Preliminary Rounds, will be made by the relevant Member Federation in its sole and absolute discretion, following consultation with participating Member Federation Clubs and Match Officials; and
  - (ii) Final Rounds, will be made by FFA in its sole and absolute discretion, following consultation with participating Clubs, the relevant Member Federations, Match Officials and the Match Commissioner.

A forfeit will include, but not be limited to a Club being unable or unwilling to:

(iii) participate in an FFA Cup Match within 15 minutes after the scheduled kick off time due to any act or omission of the Club; or

 (iv) continue to participate in an FFA Cup Match (including because it cannot place the required number of Players on the field due to Offences or injury),

but will exclude any inability to participate due to a Force Majeure Event.

- (b) Should a Club forfeit a scheduled FFA Cup Match:
  - (i) prior to kick off, the opposing Club will be deemed to have won the FFACup Match by a score of three (3) goals to nil (0); or
  - (ii) after the FFA Cup Match has commenced, the opposing Club will be deemed to have won the match by a score of three (3) goals to nil (0), or the actual goal difference at the time of forfeit, whichever is the greater.
- (c) A Club which forfeits an FFA Cup Match will be deemed to be in breach of these Regulations and may also be subject to additional sanctions by FFA including potential financial compensation of FFA and/or the opposing Club.
- (d) Notwithstanding any other provision in these Regulations, under no circumstances will FFA be liable to any Member Federation, District Association, Official, Club or Player, and Member Federations are not liable to any District Association, Official, Club or Player, for any loss (including, without limitation, consequential loss) arising out of or in connection with the delay, postponement, abandonment, cancellation or forfeiture of an FFA Cup Match.

## 13. PLAYER ROSTERS AND ELIGIBILITY

## 13.1 Player Rosters

- (a) For the Preliminary Rounds, FFA Cup Player Roster requirements may be prescribed by the relevant Member Federation.
- (b) During the Final Rounds, a Club's FFA Cup Player Roster at all times must:
  - (i) include a minimum of eighteen (18) Players;
  - (ii) not include more than twenty-five (25) Players; and
  - (iii) include at least two (2) Goalkeepers.
- (c) All Clubs participating in the Final Rounds must submit an FFA Cup Player Roster Form not less than ten (10) days prior to the day scheduled for a Club's Round of 32 FFA Cup Match as confirmation that it is compliant with the requirements of this clause 13.
- (d) FFA will maintain the list of Players on each Club's FFA Cup Player Roster.

## 13.2 Player Eligibility and Registration

(a) To be eligible to play in the FFA Cup, Players must be currently registered to their Club in accordance with the National Registration Regulations (including, without limitation, compliance with International Transfer Certificates and transfer requirements).

- (b) In addition to clause 13.2(a), for Hyundai A-League Clubs, Players must:
  - be registered in accordance with the Player Contract Regulations and be eligible to participate in the Hyundai A-League or Foxtel National Youth League; or
  - (ii) where registered only with that Hyundai A-League Club's National Premier Leagues team, be registered in accordance with any applicable Member Federation registration rules and lodge with FFA a copy of the Player's Australian driver's licence and/ or passport; and
  - be included on a Club's FFA Cup Player Roster Form and be submitted to FFA for approval in accordance with clause 13.1.
- (c) In addition to clause 13.2(a), for Member Federation Clubs, Players (other than a Guest Player) must:
  - be registered to their Member Federation Club in accordance with any Member Federation registration rules applicable to that Club's senior men's team (referred to in clause 6.1(a)(ii)) (which, for a National Premier Leagues Club, includes the Player Points System); and
  - (ii) with respect to Final Rounds:
    - (A) lodge a copy of the Player's Australian driver's licence and/ or passport; and
    - (B) be included on a Club's FFA Cup Player Roster Form and be submitted to FFA for approval in accordance with clause 13.1.
- (d) For amateur Players to be eligible to participate for Wellington Phoenix FC in the FFA Cup, a Player must:
  - be registered as an amateur to Wellington Phoenix FC in accordance with the relevant New Zealand Football Statutes and Regulations, including in relation to International Transfer Certificates;
  - (ii) as a minimum, be turning 16 on or after the 1<sup>st</sup> of January 2016 (being a Player born no later than 2000);
  - (iii) as a maximum, be turning 20 on or after the 1<sup>st</sup> of January 2016 (being a Player born no earlier than 1996);
  - (iv) an Australian or New Zealand citizen;
  - (v) lodge a copy of the Player's Australian or New Zealand driver's licence and/ or passport; and
  - (vi) be included on Wellington Phoenix FC's 'FFA Cup Player Roster Form' and be submitted to FFA for approval in accordance with clause 13.1
- (e) For the Final Rounds:
  - where the Player eligibility requirements are met in accordance with clause 13.2, FFA may, in its sole and absolute discretion, approve an application for a Player to be allocated to a Club's FFA Cup Player Roster. Upon

approval, FFA must enter such Player's name on that Club's FFA Cup Player Roster; and

- (ii) Players may be added or removed from a Club's FFA Cup Player Roster in accordance with this clause 13, up to twenty-four (24) hours prior to the scheduled kick-off time for a Club's FFA Cup Match up until the Semi Final stage of the FFA Cup, provided always that FFA may approve the addition or removal of Players at any other time in exceptional circumstances, such exceptional circumstances to be determined by FFA in its sole and absolute discretion.
- (f) FFA has the power to call upon a Player and/or the Club to which he is registered, to prove that the Player is eligible to play for that Club according to these Regulations.
- (g) Where a Player no longer satisfies the eligibility requirements as set out in this clause 13.2, the Club must notify FFA, and the Player will be removed from the Club's FFA Cup Player Roster.

# 13.3 Cup-tied Players

- (a) Subject to clause 13.3(b), a Player can only play for one (1) Club in each season of the FFA Cup.
- (b) FFA may approve a Goalkeeper to play for a Hyundai A-League Club or a Member Federation Club as his second Club in the same year of the FFA Cup only if:
  - (i) FFA determines in its sole and absolute discretion that exceptional circumstances exist; and
  - (ii) the Goalkeeper has not already participated in the Final Rounds in the same year of the FFA Cup.

# 13.4 Guest Players

- (a) For Final Rounds only, a Member Federation Club may apply to FFA to have one (1) Guest Player that sits outside the Member Federation Club's FFA Cup Player Roster. The Guest Player must be a player of significant international reputation who will attract interest, media and fans to the FFA Cup and not be a mechanism to simply bolster the FFA Cup Player Roster of a Member Federation Club, as determined by FFA in its sole and absolute discretion, taking into account the following criteria:
  - the player's number of appearances for a national representative team or selection in a national training squad;
  - the player's experience in international football leagues, including the number of years and appearances in that league, the standard of the league and how recent that experience is;
  - (iii) the international profile of the player and his potential marketability for the Club and the FFA Cup as a whole; and

- (iv) any other factor considered by FFA to be relevant.
- (b) An application for a Guest Player must be received by FFA no later than seventytwo (72) hours prior to the scheduled kick-off time for a Member Federation Club's Semi Final.
- (c) A Guest Player may not register with more than one (1) Member Federation Club in a year of the FFA Cup.

## 14. TEAM OFFICIALS

#### 14.1 FFA Statutes and Regulations

- Without limiting clause 3, all Team Officials are bound by and must comply with all FFA Statutes, including the National Code of Conduct.
- (b) The National Code of Conduct aims to promote and strengthen the reputation of football in Australia by establishing a standard of performance, behaviour and professionalism for all Members and stakeholders. In addition, it seeks to deter conduct that could impair public confidence in the honest and professional conduct of Matches or in the integrity and good character of its Members.

### 14.2 Registration of Team Officials

- (a) A Club wishing to employ, engage or use the services of a Team Official must:
  - for Member Federation Clubs participating in the Preliminary Rounds, register them with, and receive approval from, the relevant Member Federation (if prescribed by the relevant Member Federation);
  - (ii) for Hyundai A-League Clubs, register them in accordance with the Hyundai A-League Competition Regulations; and
  - (iii) for Member Federation Clubs participating in the Final Rounds:
    - (A) ensure the Team Official has self-registered via MyFootballClub and the Club has accepted the Team Official's registration;
    - (B) where applicable, submit copies of documents evidencing the Team Official's relevant qualifications in accordance with clause 14.3(b);
    - (C) submit a copy of the Team Official's Australian driver's licence and/ or passport; and
    - (D) submit an FFA Cup Team Officials Application Form, listing the eligible Team Officials a Club wishes to participate in the Final Rounds, to FFA for approval via not less than ten (10) days prior to the day scheduled for a Club's Round of 32 FFA Cup Match.
- (b) FFA will maintain a register of all approved Team Officials employed or engaged by Clubs for the Final Rounds.

- (c) The maximum number of Team Officials that can be registered for the FFA Cup are as follows:
  - (i) for the Preliminary Rounds, such number as prescribed by the relevant Member Federation; and
  - (ii) for the Final Rounds, Clubs may register the maximum number of Team Officials in each of the defined categories below:
    - (A) 1 x head coach;
    - (B) 1 x technical director;
    - (C) 3 x assistant coaches (including Goalkeeper coach);
    - (D) 3 x conditioning coaches;
    - (E) 3 x Physiotherapists;
    - (F) 3 x massage therapists;
    - (G) 3 x Club Doctors (excluding Doctors registered for away Club duties);
    - (H) 1 x football manager/coordinator;
    - (I) 1 x team manager;
    - (J) 1 x media manager; and
    - (K) 1 x equipment manager.
- (d) For the Final Rounds, Clubs may deregister a Team Official at any stage, at which point a replacement Team Official can then be registered in the same category in accordance with clause 14.2(a).
- (e) For each Final Round Match, each participating Club must register, and have present on match day, one (1) qualified Physiotherapist. In order to be registered for the Final Rounds, a Physiotherapist must for:
  - Australian citizens or permanent residents, be registered as a medical practitioner with AHPRA (Australian Health Professional Regulation Agency); or
  - (ii) non-Australian citizens or non-permanent residents, have relevant industry qualifications and be currently registered in their home jurisdiction,

and in all cases provide a certificate of currency evidencing professional indemnity insurance.

(f) For the Final Rounds, with the exception of a Doctor, Physiotherapist and massage therapist only, a Team Official shall not be registered with more than one Club at any time.

#### 14.3 **Team Official Qualifications**

(a) For the Preliminary Rounds, Team Officials must be qualified in accordance with the minimum standards prescribed by the relevant Member Federation.

- (b) For the Final Rounds, the following minimum standards apply for registration of Team Officials:
  - (i) for Hyundai A-League Clubs, Team Officials must be qualified in accordance with the Hyundai A-League Competition Regulations; and
  - (ii) for Member Federation Clubs:
    - (A) Team Officials must be qualified in accordance with the relevant rules applying to the league Competition to which that Club is currently registered and participating in;
    - (B) Doctor(s) must provide evidence of current certification as a medical practitioner with AHPRA (Australian Health Professional Regulation Agency) and a certificate of currency evidencing professional indemnity insurance; and
    - (C) Physiotherapist(s) must provide evidence of qualifications in accordance with clause 14.2(e).

# 15. MATCH OFFICIALS

## 15.1 Match Official Appointments

- (a) For Preliminary Round Matches, the relevant Member Federation must appoint, as a minimum, the following Match Officials to each FFA Cup Match:
  - (i) Referee;
  - (ii) assistant referee 1; and

assistant referee 2, unless otherwise pre-approved by FFA in writing in respect of a specific FFA Cup Match (such approval to be granted or withheld in FFA's sole and absolute discretion).

- (b) For Final Round Matches, FFA will appoint, at a minimum, the following Match Officials to each FFA Cup Match:
  - (i) Referee;
  - (ii) assistant referee 1;
  - (iii) assistant referee 2;
  - (iv) fourth official;
  - (v) referees assessor; and
  - (vi) Match Commissioner.

## 15.2 Match Official Payments

- (a) For Preliminary Round Matches:
  - (i) FFA will prescribe a subsidy to Member Federations for the payment of Match Official fees for each Preliminary Round Match; and

- (ii) Member Federations will be responsible for determining the fees, and payment process of the fees (which may include delegation to Clubs for payment of fees), for Match Officials.
- (b) For Final Round Matches, FFA will be responsible for the payment of all Match Official fees in accordance with the table in clause 15.2(c).
- (c) For the Final Rounds, the scale of fees to be paid to Match Officials by FFA is as follows:

Rd	Referee	Assistant Referee (x2)	Fourth Official	Assessor	Match Commissioner
R32	\$1,000	\$500	\$250	\$220	\$250
R16	\$1,000	\$500	\$250	\$220	\$250
QF	\$1,400	\$700	\$350	\$315	\$350
SF	\$1,400	\$700	\$350	\$315	\$350
Final	\$2,000	\$1,000	\$500	\$315	N/A

# 15.3 Match Official Apparel

- (a) For Preliminary Round Matches, Match Official apparel requirements will be prescribed by the relevant Member Federation unless otherwise determined by FFA.
- (b) For Final Round Matches, Match Officials must:
  - (i) only wear the approved Match Official apparel as prescribed by FFA in its sole and absolute discretion; and
  - (ii) not impede or interfere with the display of the FFA Cup Logo, which must appear on the front right chest of the shirt.

## 16. SUBSTITUTION RULES

- (a) For Preliminary Round Matches, a Club may select up to five (5) Players as substitutes.
- (b) For Final Round Matches, a Club must select five (5) Players as substitutes including at least one (1) nominated Goalkeeper (who may only take the field of play as a Goalkeeper).
- (c) A Club may, at its discretion, use three (3) substitute Players at any time in an FFA Cup Match (including a Goalkeeper), up until the conclusion of normal playing time or extra time, if played.
- (d) A substitution can be made upon a Match Official being notified (which must be the fourth official during Final Round Matches). A substitute Player must only enter the field of play:
  - (i) after the Player being replaced has left the field of play;
  - (ii) after he receives a signal from the Referee; and

- (iii) at the half-way line and during a stoppage in the FFA Cup Match.
- (e) For Final Round Matches, to make a substitution the fourth official must be notified of the Players involved in the substitution using a duly completed Substitution Slip.

# 17. TECHNICAL AREA

- (a) A Technical Area must be provided at the Venue for each Club in all FFA Cup Matches.
- (b) A maximum of twelve (12) persons are permitted to occupy the Technical Area during an FFA Cup Match. This includes five (5) named substitutes and up to seven (7) registered Team Officials.
- (c) The occupants of the Technical Area must be registered via the prescribed process, at all times display relevant identification and be listed on the Team Sheet or Starting List prior to the commencement of the FFA Cup Match.
- (d) For Final Round Matches:
  - the occupants of the Technical Area, not including Players selected as substitutes on the Starting List, must be identified to the fourth official prior to the commencement of the FFA Cup Match on the Officials on the Substitution Bench Form; and
  - (ii) each Club must use electronic substitution boards which will be provided by FFA for all Final Round Matches.

# 18. MATCH DAY FORMS AND RESULTS

- (a) For Preliminary Round Matches, match day forms will be prescribed as required by the relevant Member Federation in consultation with FFA.
- (b) For Preliminary Round Matches:
  - (i) Member Federations will determine whether a nominated Match Official or the Home Club will be responsible for sending the result of the FFA Cup Match, with names of all Players competing, goal scorers and details of any cautions and/or expulsions, to the relevant Member Federation within thirty (30) minutes of the conclusion of the FFA Cup Match, or such other timeframe as mutually agreed by FFA and the relevant Member Federation;
  - Match Officials must submit original match day forms to the relevant Member Federation in accordance with the prescribed reporting process relevant to that Member Federation; and
  - (iii) where requested by FFA, Member Federations will submit all match day forms received in accordance with clauses 18(b)(i) and 18(b)(ii) to FFA within seven (7) days of receipt.
- (c) For Final Round Matches, the following match day forms are to be used:

- (i) Starting List;
- (ii) Officials on the Substitution Bench Form;
- (iii) Substitution Slip;
- (iv) Referees' Report;
- (v) Referees' Incident Report Form; and
- (vi) Event Report Form.
- (d) The FFA Cup Event and Match Day Standards provide additional requirements regarding match day forms applicable for Final Round Matches, which must be complied with by FFA Cup Participants.

# 19. PLAYING STRIPS AND EQUIPMENT

## 19.1 Playing Strip Approval

- (a) Each Club must have:
  - (i) one (1) 'home' and one (1) 'away' design of its official jersey, shorts and socks for outfield Players; and
  - (ii) one (1) 'home' and one (1) 'away' design of its official jersey, shorts and socks for Goalkeepers, (such kits to be worn consistently, meaning each of a Club's Goalkeepers for any single FFA Cup Match must all wear the same strip) which must not clash with the Club's home and away design for Players,

## (together, FFA Cup Playing Strips).

- (b) Each Club must submit:
  - (i) for Preliminary Round Matches, the colour(s) of its FFA Cup Playing Strips to the relevant Member Federation for approval before the deadline prescribed by the Member Federation; and
  - (ii) for Final Round Matches, its FFA Cup Playing Strips to FFA for approval, not less than twenty-one (21) days prior to the day scheduled for a Club's Round of 32 FFA Cup Match. All FFA Cup Playing Strips submitted to FFA under this clause 19.1(b)(ii) must include all details of the colours and the actual intended placement and sizing of all branding, Player surnames, short numbers and logos (including, without limitation, sponsor branding, the Club's official name and logo, and any other marks or emblems) as well as the position of the FFA Cup Logo. The FFA Cup Logo should measure no less than 80mm width x 105mm height.
- (c) The decision whether to approve an FFA Cup Playing Strip in accordance with 19.1(b) is a matter for the sole and absolute discretion of:
  - (i) the Member Federation, for Preliminary Round Matches; and
  - (ii) FFA, for Final Round Matches.

- (d) For Preliminary Round Matches, participating Clubs must only wear the FFA Cup Playing Strip as approved by the relevant Member Federation in accordance with clause 19.1(b).
- (e) For Final Round Matches, participating Clubs must only wear the FFA Cup Playing Strip as approved by FFA in accordance with clause 19.1(b).
- (f) Subject to clause 19.3(c), for Final Round Matches, the Home Club must wear their approved home FFA Cup Playing Strip unless determined otherwise by FFA in its sole and absolute discretion.
- (g) For the avoidance of doubt and notwithstanding approval in accordance with clause 19.1(b), a Club's FFA Cup Playing Strips must at all times comply with the requirements set out in these Regulations, including without limitation, clauses 26.6(b) and 26.7(a), and the National Club Identity Policy.
- (h) A Club's current success may be recognised on any jersey which compromises part of a Club's FFA Cup Playing Strip in the following manner:
  - current winners may play with a gold Westfield FFA Cup logo on the right breast in the season following their title, with the words 'Winners 20XX' under the logo.

# 19.2 Playing Strips

- (a) Member Federation Clubs are not required, but may wish, to display Player surnames on the back of playing shirts and/or Player numbers on playing shorts (with any such surnames or numbers to appear consistently on all playing strips, or not at all).
- (b) Hyundai A-League Clubs must display Player surnames on the back of playing shirts and Player numbers on playing shorts.
- (c) The colour of the Match Officials shirt must be clearly distinguishable from the shirts worn by both Outfield Players and Goalkeepers.
- (d) For Final Round Matches:
  - no Club shall wear a Playing Strip other than its designated home or away FFA Cup Playing Strip in accordance with clause 19.1;
  - (ii) the Player's number is to appear on the back of the primary and alternate playing shirt in accordance with the Club's official 'Starting List'; and
  - (iii) the number appearing on the Player's shirt must be the same as the
    Player's squad number as specified in the Club's FFA Cup Player Roster.

## 19.3 Playing Strip Allocations

- (a) For Final Round Matches, FFA will, following consultation with each Club, determine in its absolute and sole discretion, the Playing Strip allocations for each FFA Cup Match. Any Club that fails to adhere to Final Round Playing Strip allocations will be deemed in breach of these Regulations and may be subject to disciplinary sanctions as determined by FFA.
- (b) Where the Playing Strips of the outfield Players, Goalkeepers and/or Match Officials are observed to be similar or alike on the day of an FFA Cup Match, the Match Officials must require the Away Club outfield Players and/or Goalkeeper/s to change their Playing Strip so that a clash of colours is not evident
- (c) For the FFA Cup Final, where FFA (in its absolute discretion) or the Match Officials determine an FFA Cup Playing Strip colour clash exists, a toss of the coin shall determine which Club is entitled to choose between their home or away FFA Cup Playing Strip. The winner of the coin toss shall be entitled to make the choice.

# 19.4 Player Equipment

- (a) Player equipment worn must comply with the FIFA Laws of the Game and FFA Statutes.
- (b) In accordance with Law 4 of the FIFA Laws of the Game, the Basic Compulsory Equipment (as set out in the FIFA Laws of the Game) worn by Players must not have any political, religious or personal statements. In addition, Players must not reveal undergarments showing slogans or advertising.
- (c) All Clubs must adhere to, and comply with, all relevant player equipment rules as stipulated in the FFA Cup Event and Match Day Standards.
- (d) A Club must receive FFA's written approval prior to its Players using electronic performance and tracking systems during a Match.

## 20. FIELD OF PLAY AND EQUIPMENT

## 20.1 Field of Play

- (a) The minimum and maximum dimensions of the field of play are defined as follows:
  - (i) For Preliminary Round Matches:
    - (A) Minimum: 90m long and 45m wide; and
    - (B) Maximum: 120m long and 90m wide.
  - (ii) For Final Round Matches:
    - (A) Preferred: 105m long and 68m wide.
- (b) Clubs must receive written approval from FFA (such approval to be granted or withheld in FFA's sole and absolute discretion) for sanctioning of Venues where field of play dimensions do not satisfy the dimensions set out in clause 20.1(a).

- (c) The playing surface for all FFA Cup Matches must be prepared and maintained to a reasonable standard.
- (d) For Preliminary Round Matches, any requirements as to pitch standards shall be determined by the relevant Member Federation.
- (e) Final Round Matches may only be played on a pitch with a synthetic surface provided it has been constructed and maintained to at least a FIFA one (1) star standard.

# 21. FACILITIES AND MATCH DAY EQUIPMENT

- (a) For Final Round Matches, all Clubs must adhere to, and comply with, all relevant FFA Cup Event and Match Day Standards.
- (b) For Final Round Matches:
  - each Club must use the set of electronic assistant referees flags (*Beep Flags*) that will be provided by FFA for all Final Round Matches. On match day, the Home Club must ensure that the Match Officials are provided with the Beep Flags; and
  - (ii) the Beep Flags will remain the property of FFA. Any damage caused to the flags will be borne by the Club. Repairs are only to be conducted when authorised by FFA in writing prior to any work being carried out.

## 21.2 Match Ball Standards/ Official FFA Cup Match Ball

- (a) For Preliminary Round Matches:
  - (i) Match ball standards will be prescribed by the relevant Member Federation; and
  - where supplied and prescribed by FFA and the relevant Member Federation, only the Official FFA Cup Match Ball must be used in the prescribed FFA Cup Matches (including for warm-up purposes).
- (b) For Final Round Matches, only the Official FFA Cup Match Ball:
  - (i) is to be used in FFA Cup Matches; and
  - (ii) is to be used by participating Clubs for warm-up purposes.

## 22. SCHEDULING AND VENUE STANDARDS

## 22.1 Scheduling

- (a) Subject to clauses 22.1(b) and (c), for Final Round Matches other than the FFACup Final, the Home Club for each FFA Cup Match will be determined as follows:
  - (i) where FFA Cup Matches involve only Member Federation Clubs, the first drawn Club;

- (ii) where FFA Cup Matches involve a Member Federation Club and a Hyundai A-League Club, the Member Federation Club; and
- (iii) subject to clause 22.1(b), where FFA Cup Matches involve only Hyundai A-League Clubs, the first drawn Club.
- (b) In all instances, Wellington Phoenix FC will be deemed to be the Away Club, irrespective of whether it is the first drawn Club pursuant to clause 22.1(a)(iii) above.
- (c) Notwithstanding clause 22.1(a), the determination of the Home Club is subject at all times to the proposed host Venue complying with the requirements of clause 22.2.
- (d) The selection of the Venue for the FFA Cup Final will be at the sole and absolute discretion of FFA. Such a decision to allocate the Venue will be made based on a variety of factors including, but not limited to, venue availability, security, commercial, marketing and financial considerations.

# 22.2 Venues

- Subject to clause 22.2(f), the Home Club must assume all applicable Venue hosting costs (including, without limitation, security and ancillary costs (lights, water, power, staff etc.)) and will receive all related match day revenue, other than in relation to the FFA Cup Final, (as prescribed in clause 8.3(b)).
- (b) For all Final Round Matches, each Club must:
  - propose a host Venue or Venues in accordance with the requirements of the prescribed FFA Cup Club Registration Form, complying with any and all stipulated deadlines notified by FFA from time to time and which fall within the following parameters;
    - (A) a Member Federation Club must:
      - not nominate a Venue with a prescribed capacity in excess of 15,000 spectators unless prior written approval is provided by FFA in its sole and absolute discretion;
      - (2) submit a valid Lux certificate for all nominated Venues (being not more than two (2) years old); and
      - (3) submit a statement of Venue availability from the Venue operator or owner; and
    - (B) a Hyundai A-League Club must nominate either its Hyundai A-League home venue or an alternate Venue with a prescribed capacity not exceeding 15,000 spectators unless approved otherwise by FFA in writing, such approval to be granted or withheld by FFA in its sole and absolute discretion); and
  - (ii) prior to a relevant draw in the Final Rounds Draw Process have obtained FFA approval (such approval to be granted or withheld in FFA's sole and absolute discretion) in writing, and complying with any and all stipulated

deadlines notified by FFA from time to time, in order to host an FFA Cup Match at a nominated Venue.

- (c) In accordance with the FFA Cup Event and Match Day Standards, each Venue must meet the standard for the applicable category below as prescribed by FFA:
  - (i) broadcast FFA Cup Matches;
  - (ii) non-broadcast FFA Cup Matches that involve a Hyundai A-League Club; or
  - (iii) non-broadcast FFA Cup Matches that involve only Member Federation Clubs.
- (d) FFA has the power to require any FFA Cup Match to be played on an alternate date or at an alternative Venue (including, without limitation, a different city or locality) if FFA considers it appropriate and necessary (as determined in FFA's sole and absolute discretion). No money or other compensation shall be payable in any circumstances whatsoever relating to any change of Venue.
- (e) If requested by FFA or the Away Club, the Home Club must use best endeavours to provide the Away Club with one (1) x sixty (60) minute familiarisation session on the field of play of the host Venue the day before an FFA Cup Match.
- (f) For Final Round Matches only, where a Home Club is a Member Federation Club of Football Federation Northern Territory, then Football Federation Northern Territory will be responsible for all Home Club hosting rights and obligations (including, but not limited to, the Home Club rights and obligations in clauses 22.2, 26.8(a), 26.12(d) and 26.13(a)), unless Football Federation Northern Territory determines, in its sole and absolute discretion, to delegate any such rights or obligations back to the relevant Home Club.

# 23. SPECTATORS AND SECURITY

- (a) For Final Round Matches, the Home Club and Member Federation (if applicable) must:
  - (i) ensure that the Terms of Admission and Spectator Code of Behaviour are placed at the entrance of the relevant Venue; and
  - (ii) implement a 100% bag check policy on all spectators.
- (b) FFA may sanction a Club (such sanction may include but is not limited to, suspension or expulsion from the FFA Cup) as a result of spectator behaviour or security issues including:
  - (i) non-compliance with the FFA Cup Minimum Security Standards;
  - breaches of the National Code of Conduct relating to supporter and spectator behaviour (including without limitation, non-compliance with the Spectator Code of Behaviour); and/or

(iii) any other conduct which in the opinion of FFA (such opinion determined in FFA's sole and absolute discretion) injures the reputation of FFA, a
 Member Federation, football or the FFA Cup.

# 24. DISCIPLINARY RULES

### 24.1 General Disciplinary Rules

- (a) The Disciplinary Rules in these Regulations are set by FFA as the Competition Administrator of the FFA Cup and supplement the National Disciplinary Regulations in accordance with clause 1.2 of the National Disciplinary Regulations.
- (b) In accordance with clause 5.2, Member Federations shall administer the disciplinary procedures for the Preliminary Rounds in accordance with the National Disciplinary Regulations and the Disciplinary Rules in these Regulations which are applicable to the Preliminary Rounds as set out in this clause 24. Notwithstanding the foregoing, FFA reserves the right to require the Member Federation to enforce the disciplinary procedures in relation to the Preliminary Rounds at any time in its sole and absolute discretion.
- (c) Subject to clause 24.1(g), a Player who accumulates the following number of Yellow Cards will serve the following Mandatory Match Suspension:
  - (i) for the Preliminary Rounds, three (3) Yellow Cards equates to a one (1) Match suspension, being one (1) FFA Cup Match; and
  - (ii) for the Final Rounds, three (3) Yellow Cards equates to a one (1) Match suspension, being one (1) FFA Cup Match.

All suspensions imposed on Players in accordance with clause 24.1(c) are to be served exclusively in the FFA Cup.

- (d) The accumulation of Yellow Cards during Preliminary Rounds will be reset to zero
  (0) at the start of the Final Rounds. The accumulation of Yellow Cards during Final Rounds will be reset to zero (0) at the end of the Final Rounds.
- (e) Suspensions incurred due to the accumulation of Yellow Cards from the Preliminary Rounds and/or Final Rounds will apply to the next FFA Cup Match in which the suspended Player's team competes. For the avoidance of doubt, this includes Preliminary Rounds, Final Rounds and also FFA Cup Matches held in the season following the season in which the suspension was incurred, including where that Player may have transferred to another Club.
- (f) If a Player receives two (2) Yellow Cards during the same FFA Cup Match and therefore receives an indirect Red Card, the two (2) Yellow Cards do not count for the purposes of accumulation.
- (g) A Red Card is regarded as indirect if it is the result of the accumulation of two (2) Yellow Cards in the same FFA Cup Match and as direct in all other cases. Where a Player receives an indirect Red Card, he will serve a Mandatory Match Suspension.

- (h) Where an FFA Cup Match is postponed, forfeited or abandoned in accordance with clause 12:
  - any Yellow Cards received by Players during any part or portion of the relevant FFA Cup Match played prior to such postponement, forfeiture or abandonment will not count for the purposes of accumulation; however
  - (ii) any Red Cards, direct or indirect, received by Players during any part or portion of the relevant FFA Cup Match played prior to such postponement, forfeiture or abandonment will stand, and the Player must serve any applicable suspension in the same manner as if such FFA Cup Match had been completed.
- (i) For a Player to be deemed to have served a suspension in an FFA Cup Match, the Player must appear on his Club's FFA Cup Roster for such FFA Cup Match.

# 24.2 Authorities and Jurisdiction

- (a) The Referee:
  - controls each match and has authority to enforce the Laws of the Game in each FFA Cup Match to which he or she has been appointed;
  - (ii) makes all disciplinary decisions during an FFA Cup Match, which decisions, subject to the limited exceptions contained in these Regulations, are final; and
  - (iii) has the powers, duties and authority:
    - (A) as specified in the Laws of the Game and, in particular, Law 5; and
    - (B) to make disciplinary decisions from the moment he or she enters the field of play until he or she leaves the field of play after the final whistle.
- (b) FFA:
  - (i) administers the FFA Cup;
  - (ii) may exercise any of the powers granted to it under these Regulations;
  - (iii) must convene the Disciplinary and Ethics Committee and the Appeal Committee to make determinations as required under these Regulations;
  - (iv) will constitute a Match Review Panel to operate in accordance with these Regulations;
  - (v) will appoint a Disciplinary Counsel to act in accordance with these Regulations;
  - (vi) must give effect to the sanctions applied pursuant to these Regulations and, where appropriate, impose further sanctions if a Participant contravenes the terms of a sanction;
  - (vii) may appoint an Investigations Officer to operate in accordance with these Regulations.

- (c) The Disciplinary and Ethics Committee must determine matters that have been referred to it and impose such sanctions as are authorised and appropriate to the determination arising from FFA Cup Matches as specified and in accordance with these Regulations and the FFA Statutes.
- (d) The Appeal Committee has jurisdiction to hear appeals from the Disciplinary and Ethics Committee and appeals pursuant to clause 24.19(b) and must determine appeals, including imposition of any sanction, in accordance with these Regulations and the FFA Statutes.
- (e) The Match Review Panel refers matters to the Disciplinary and Ethics Committee arising from FFA Cup Matches as specified in accordance with these Regulations and the FFA Statutes.

# 24.3 Constitution of Bodies

## Match Review Panel

- (a) The Match Review Panel will be constituted by three (3) members appointed from time to time by the Chief Executive Officer of FFA of which at least one will be a former national referee and one a former professional player.
- (b) The Match Review Panel will reach decisions by a majority verdict, each member entitled to cast one (1) vote except when making a determination pursuant to clause 24.5(a) when its decision must be unanimous.

## Disciplinary and Ethics Committee

- (c) FFA from time to time will appoint a Chair, a Deputy Chair and the number of members deemed necessary for the proper functioning of the Disciplinary and Ethics Committee. A Chair and Deputy Chair must have legal qualifications.
- (d) The Disciplinary and Ethics Committee has jurisdiction to determine matters referable to it pursuant to these Regulations.
- (e) In a hearing, the Disciplinary and Ethics Committee must consist of three (3) persons (including a Chair).
- (f) Each member of the Disciplinary and Ethics Committee has and must exercise a single vote and all decisions of the Disciplinary and Ethics Committee will be made by majority vote.

## Appeal Committee

- (g) FFA from time to time will appoint a President, a Deputy President and the number of members deemed necessary for the proper functioning of the Appeal Committee. A President and Deputy President must have legal qualifications.
- (h) The Appeal Committee has jurisdiction to determine appeals from Determinations of the Disciplinary and Ethics Committee in accordance with these Regulations and appeals by Clubs in the case of sanctions issued by FFA for Team Misconduct.

- In a hearing, the Appeal Committee must consist of three (3) persons (including a President and at least one former professional player).
- (j) Each member of the Appeal Committee has and must exercise a single vote and all decisions of the Appeal Committee will be made by majority vote.

# 24.4 Direct Red Cards and Expulsions

- For the Preliminary Rounds, the Minimum Sanctions set out in the Table of Offences (as outlined at Schedule B) must be applied by the relevant Member Federation to Red Card Offences and to Expulsion Offences.
- (b) For the Final Rounds, the Minimum Sanctions set out in the Table of Offences will be applied by FFA to Red Card Offences and to Expulsion Offences unless where:
  - (i) the prescribed Minimum Sanction for the Red Card offence is four (4) matches or more (including the Mandatory Match Suspension); or
  - there is sufficient evidence that leads FFA to consider that the incident is of such a serious nature that applying the Minimum Sanction only may be grossly inadequate in the circumstances,

in which case, FFA will issue a Disciplinary Notice which:

- (iii) notifies the Participant of the Mandatory Match Suspension which must be served; and
- (iv) refers the matter to the Disciplinary and Ethics Committee for hearing and determination of the sole question of what additional sanction should be imposed applying the Range at the Table of Offences (above the Mandatory Match Suspension which must be served).

## 24.5 **Obvious Error – Expunging Red Cards**

- (a) Where there is sufficient evidence that leads FFA to consider that an Obvious Error (within the meaning of clause 24.5(b)) may have been made by a Referee in the Final Rounds then FFA will refer the incident to the Match Review Panel, who if forming the unanimous view that an Obvious Error has been made, shall make a determination that the Player is not required to serve the Mandatory Match Suspension and that the Red Card be expunged from the record of the Player.
- (b) An Obvious Error for the purposes of clause 24.5(a) means a decision by a Referee to:
  - (i) issue a direct Red Card when no card was warranted; or
  - (ii) issue a direct Red Card for denying the opposing team an obvious goalscoring opportunity where there was no obvious goal scoring opportunity,

being such a decision that no referee in the possession of all the facts, including all available evidence, could reasonably have made.

(c) For the avoidance of doubt, there is no right of appeal or other review of the determination of the Match Review Panel under 24.5(a).

## 24.6 **Obvious Error – FFA Citations**

- (a) Where there is sufficient evidence that leads FFA to consider that an Obvious Error (within the meaning of clause 24.6(b)) may have been made by a Referee in the Final Rounds and FFA considers that the application of the Minimum Sanction only would be grossly inadequate in the circumstances had the Obvious Error not been made, FFA will issue a Disciplinary Notice to the relevant Player which:
  - (i) includes reasonable details of the alleged Offence; and
  - (ii) refers the matter to the Disciplinary and Ethics Committee for hearing and determination as to whether an Offence has been committed, and if so, as to what sanction should be imposed applying the Range at the Table of Offences.
- (b) An Obvious Error for the purposes of clause 24.6(a) means a decision by a Referee to:
  - (i) issue a Yellow Card when a direct Red Card was warranted;
  - (ii) not issue any card when a direct Red Card was warranted; or
  - (iii) not Expel a Team Official when an Expulsion was warranted,

being such a decision that no referee in the possession of all the facts, including all available evidence, could reasonably have made.

# 24.7 **Obvious Error – Simulation**

- (a) Where there is sufficient evidence that leads FFA to consider that, in relation to the Final Rounds:
  - (i) a Player may be guilty of Simulation; and
  - (ii) an Obvious Error (within the meaning of clause 24.7(b)) may have been made by a Referee,

and the incident involving the possible Simulation by the Player resulted in:

- (iii) a penalty kick being awarded to the Player's team; or
- (iv) a direct Red Card being issued to a Player of the opposing team which is expunged in accordance with clause 24.5(a),

FFA will refer the matter to the Match Review Panel, who if determining on the basis of the evidence reviewed, that there is a case to answer must issue a Disciplinary Notice to the Player which:

- (v) includes reasonable details of the alleged Simulation; and
- (vi) refers the matter directly to the Disciplinary and Ethics Committee for hearing and determination as to whether:
  - (A) the Player was guilty of Simulation; and
  - (B) an Obvious Error was made.

If the Disciplinary and Ethics Committee so determines, it must impose a sanction of a suspension of two (2) matches.

(b) An Obvious Error for the purposes of clause 24.7(a) means a decision by the Referee to not to issue a Yellow Card for Simulation when a Yellow Card was warranted, being such a decision that no referee in the possession of all the facts, including all available evidence, could reasonably have made.

# 24.8 Incidents escaping the Referee's attention

- (a) Where, in relation to the Final Rounds:
  - (i) an incident has escaped the Referee's attention (within the meaning of clause 24.8(b)); and
  - there is sufficient evidence of a type determined by FFA (including evidence gathered by an Investigations Officer who may be appointed by FFA to investigate an incident in the Final Rounds) which leads FFA to consider that a Red Card Offence may have been committed and:
    - (A) the prescribed Minimum Sanction for the Red Card Offence is four
      (4) matches or more (including the Mandatory Match Suspension);
      or
    - (B) FFA considers that the incident is of such a serious nature that applying the Minimum Sanction only would be grossly inadequate in the circumstances had the incident not escaped the Referee's attention,

then FFA will issue a Disciplinary Notice which:

- (iii) includes reasonable details of the alleged Offence; and
- (iv) refers the matter to the Disciplinary and Ethics Committee for hearing to determine if a Red Card Offence has been committed and if so, what sanction should be imposed applying the Range at the Table of Offences.
- (b) An incident has escaped the attention of the Referee for the purposes of clause 24.8(a) if the Referee confirms to FFA that either the Referee did not see the incident, his or her view of the incident was not sufficiently clear for him or her to rule on the incident or the incident was not drawn to his or her attention by an assistant referee.

# 24.9 Team Misconduct

- (a) Each Club must ensure that its Participants do not engage in Team Misconduct.
- (b) Team Misconduct in relation to a Club is where in the FFA Cup:
  - (i) five (5) of its Participants are sanctioned during that FFA Cup Match (including cautions or expulsions);
  - three (3) of its Participants are sent off or Expelled during that FFA Cup Match;

- (iii) its Players and Officials collectively show dissent towards a Match Official or collectively seek to intimidate, threaten or exert pressure on a Match Official to make or alter a decision in an FFA Cup Match; or
- (iv) its Participants engage in a melee or brawl in an FFA Cup Match.
- (c) FFA may, consistent with the FFA Statutes, sanction a Club whose Participants engage in Team Misconduct in the Final Rounds and the relevant Member Federation may, consistent with the FFA Statutes, sanction a Club whose Participants engage in Team Misconduct in the Preliminary Rounds.
- (d) In determining whether to sanction a Club whose Participants are found to have engaged in Team Misconduct, FFA (in the case of Final Rounds) or the Member Federation (in the case of the Preliminary Rounds) may consider any exceptional circumstances which is it deems applies (as determined in FFA's or the Member Federation's (as the case may be) sole and absolute discretion), including where extra time has been played during the relevant FFA Cup Match.
- (e) Any decision by FFA that a Club has committed Team Misconduct (in the case of Final Rounds only) is final and not subject to appeal. The Club may appeal the severity of the sanction imposed by FFA to the Appeal Committee in accordance with clauses 24.19(b) and 24.19(e).

# 24.10 Investigations Officer

- (a) FFA may appoint an Investigations Officer to investigate an incident during a Final Round Match involving a Participant that has escaped the Referee's attention and of which there is no or only partial Broadcast Footage.
- (b) FFA may on receipt of a report from the Investigations Officer, issue a Disciplinary Notice to the Participant that:
  - (i) includes reasonable details of the alleged Offence; and
  - (ii) refers the matter to the Disciplinary and Ethics Committee for hearing to determine if an Offence has been committed and if so, what sanction should be imposed in accordance with these Regulations.

## 24.11 Red Cards, Expulsions and Suspensions

- (a) A Participant that is issued with a Red Card or Expelled from the field of play, its surrounds and the Technical Area during an FFA Cup Match:
  - must proceed directly to the Club's designated dressing room in the first instance;
  - (ii) must not for the remainder of the FFA Cup Match, enter the field of play, the surrounds of the field of play or the Technical Area or occupy the Players' race;
  - (iii) must not until one (1) hour after the conclusion of the FFA Cup Match, have contact with:

- (A) the Broadcast Partner or any other media where the purpose of such contact is for it to be electronically broadcast to the public, including (but not limited to) participating in any post-match press conference and participating in television or radio interviews (with the exception of the Head Coach who will be required to fulfil their media commitments at the conclusion of the FFA Cup Match); and
- (B) any Participant while that person is in an area outlined in clause 24.11(a)(ii) above; and
- (iv) may, if the Venue facilitates it, be escorted to a suitable secure area within the Venue to observe the remainder of the FFA Cup Match. Should the Venue not provide access to a coach's box or an alternative secure area, it will be at the discretion of the Home Club to determine the most secure place for the Participant to be positioned for the remainder of the FFA Cup Match.
- (b) While serving a suspension, a Participant may not in relation to an FFA Cup Match:
  - (i) on the day an FFA Cup Match is being conducted, enter the field of play, the surrounds of the field of the play, the Technical Area, the Players' race, the dressing rooms or any other place within a Venue where Participants are likely to assemble to prepare for that FFA Cup Match;
  - (ii) if attending an FFA Cup Match, be seated in a Venue area normally reserved for Participants; and
  - (iii) within two (2) hours of the start of the FFA Cup Match from which the Participant is suspended and within one (1) hour of the conclusion of the FFA Cup Match from which the Participant is suspended have any contact with:
    - (A) the Broadcast Partner or any other media where the purpose of such contact is for it to be electronically broadcast to the public, including (but not limited to) participating in any post-match press conference and participating in television or radio interviews; and
    - (B) any Participant while that Participant is in an area included within clause 24.11(b)(i).
- (c) In accordance with clause 12 of the National Disciplinary Regulations, if a Participant commits an Offence in the FFA Cup, the Participant will serve any suspension imposed in his Club's next competitive fixture(s) in domestic competitions. Further, notwithstanding any regulation to the contrary prescribed by a Member Federation, any Participant who receives a suspension for an Offence in a match forming part of a competition administered by a Member Federation, must serve that suspension in that Club's next FFA Cup Match where such FFA Cup Match is such Club's next competitive fixture.
- (d) Otherwise than as permitted in accordance with the FIFA Laws of the Game or the Mobile and Communication Devices Policy, Participants must not use electronic

communication systems during an FFA Cup Match. FFA may sanction a Club and/or a Club's Participants for any use of electronic communications systems in breach of the FIFA Laws of the Game or the Mobile and Communication Devices Policy during an FFA Cup Match.

### 24.12 Application of sanctions and administrative and hearing procedures

(a) The following clauses 24.13 to 24.24 shall apply to conduct occurring in Final Round Matches only.

#### 24.13 Sanctions – Right to Sanction

- (a) For conduct in Final Round Matches only, a Judicial Body:
  - may, subject to these Regulations, impose the types of sanctions as specified in Part V of the FFA Statutes which are reproduced in Part II of Schedule A;
  - (ii) must determine the scope and duration of each sanction in accordance with these Regulations;
  - (iii) must determine what sanction it considers should apply, which in the case of:
    - (A) an appeal from the Determination of the Disciplinary and Ethics Committee; or
    - (B) an appeal against a decision of FFA pursuant to clause 24.19(b),

may be the same as, less or greater than the additional sanction imposed by the Disciplinary and Ethics Committee or FFA, whichever applies; and

- (iv) is not bound by the categorisation of an offence by the Referee or other Match Official.
- (b) When determining any appropriate sanction in accordance with the Range at the Table of Offences, a Judicial Body may consider:
  - the nature and severity of the Offence, including whether it was intentional, negligent or reckless;
  - (ii) the Participant's past record and whether or not this is a repeated Offence;
  - (iii) the remorse of the Participant; and
  - (iv) any extenuating circumstances relevant to the commission of the Offence.
- (c) Where an additional sanction above the Mandatory Match Suspension is to be imposed, a sanction outside of the Range at the Table of Offences may be imposed by a Judicial Body only in Exceptional Circumstances that must be detailed in the Determination.
- (d) FFA may, where appropriate, impose further sanctions if a Participant contravenes the terms of a sanction imposed under these Regulations.

### Administrative and Hearing Procedures

#### 24.14 Role of FFA

### **Disciplinary Counsel**

- (a) FFA will appoint a person to act as Disciplinary Counsel in hearings of a Judicial Body conducted in accordance with these Regulations.
- (b) The Disciplinary Counsel will be a barrister or solicitor of any state or territory of Australia.
- (c) The Disciplinary Counsel will:
  - (i) in a Disciplinary and Ethics Committee hearing, appear at that hearing to present the evidence, examine and cross-examine witnesses and make submissions to the Disciplinary and Ethics Committee in support of the charge and as to the appropriate sanction; and
  - (ii) in an Appeal Committee hearing, appear before the Appeal Committee on the hearing of the appeal and make such submissions as are, in the circumstances, appropriate,

having regard to the objectives, interests and responsibilities of FFA as a member of FIFA and as the governing body of football in Australia.

- In the discharge of any of the functions and responsibilities with which the
  Disciplinary Counsel is charged and in the exercise of any of the powers and
  authorities which are conferred, the Disciplinary Counsel must at all times:
  - (i) act independently of a Judicial Body, impartially and fairly; and
  - be aware of, and have regard to the objectives, interests and responsibilities of FFA as a member of FIFA and as the governing body of football in Australia.
- (e) FFA will brief the Disciplinary Counsel with the following information:
  - all evidence required to support the case, including the Referee's Reports, and Match Official Reports, any report of the Match Review Panel or any other relevant report, Broadcast Footage, and any statement from witnesses;
  - (ii) the applicant's disciplinary history;
  - (iii) any written submission or supporting material received by FFA from the Participant;
  - (iv) if applicable, any decision of the Disciplinary and Ethics Committee; and
  - (v) upon request by the Disciplinary Counsel, any reasonably available additional evidence or information as may in his opinion be required to adequately present the case before the Judicial Body.
- (f) The discharge by the Disciplinary Counsel of any of the functions and responsibilities with which the Disciplinary Counsel is charged or the exercise by

the Disciplinary Counsel of any of the powers and authorities which are conferred on the Disciplinary Counsel shall not be capable of review and, in any event, shall not be justiciable.

## Administrator

- (g) FFA will appoint an Administrator to ensure the efficient operation of these Regulations.
- (h) The Administrator will:
  - collate all submissions, documents and evidence received by FFA or relevant to the review by the Match Review Panel or a hearing;
  - provide copies of Disciplinary Notices, other notices and Determinations to the Participant;
  - (iii) provide all evidence upon which the Disciplinary Counsel proposes to rely to the Participant in a timely manner;
  - (iv) provide administrative assistance and information to the Disciplinary Counsel in accordance with clause 24.14(e);
  - (v) convene all hearings of a Judicial Body as soon as practicable and, if an urgent hearing is required convene an urgent hearing;
  - (vi) be the central point of contact for the Participant and the DisciplinaryCounsel and ensure that all timeframes and requirements are met; and
  - (vii) perform all tasks prescribed to the Administrator and any incidental tasks necessary to ensure the smooth and efficient operation of these Regulations.

#### 24.15 Conduct of Hearings

- (a) Hearings may be conducted by teleconference or videoconference.
- (b) In respect of hearings, it is the responsibility of the Club and the Participant to make certain that:
  - the Participant and his representative have in their possession all the materials they need to conduct the hearing, including any materials provided by FFA, a copy of these Regulations and a copy of the Laws of the Game;
  - the Administrator has been provided with any witness statements, reports or other evidence intended to be relied upon by the Participant in accordance with clause 24.16(e);
  - (iii) if the Participant wishes to participate by teleconference, the Participant and his representative can both hear and participate in the hearing on a working speaker phone;
  - (iv) the Participant has access to an interpreter if necessary; and

- (v) the Participant and his representative have watched, and have the facilities to be able to watch the Broadcast Footage of the incident during the hearing.
- (c) Hearings of the Judicial Bodies will be conducted as directed by FFA in Sydney, New South Wales at the earliest possible opportunity (as determined by the Administrator in his or her sole and absolute discretion) following the incident giving rise to the hearing.
- (d) FFA must provide and meet the costs of all administrative services required to enable a Judicial Body to carry out its functions, including procurement of hearing rooms, administrative support and copying of documents.

## 24.16 Procedural Fairness

- (a) A Participant or Club has the right to a fair and expeditious hearing determined by an independent and impartial Judicial Body.
- (b) A member of a Judicial Body cannot hear or make any determinations if that member has a conflict of interest, actual or perceived, including if he or she is a director or employee of a Club or if there is any other reason where a private or personal interest could materially influence the way the member performs his or her duties.
- (c) A member of a Judicial Body cannot be an employee or a director of the FFA.
- (d) A member of a Judicial Body may be challenged if circumstances exist that give rise to justifiable doubts as to the member's impartiality or independence. Such a plea must be raised in submissions before the hearing date. A Judicial Body has the power to rule on this objection and, if the challenge fails, reasons must be provided in the final Determination.
- (e) A Participant must provide to the Administrator a copy of any written submissions, materials, documents or other evidence he intends to rely on in the hearing by 1pm on the day of the hearing. If it fails to do so, the Participant is not, without the leave of the Judicial Body, allowed to submit them into evidence at the hearing.
- (f) All submissions, materials, documents or evidence supplied to a Judicial Body by the Participant or by the Disciplinary Counsel must at the same time be provided to the other person.
- (g) A Participant or, in the case of an appeal pursuant to clause 24.19(b) a Club, must provide advance notice about who will represent it at a hearing, including any legal representative and any witness whom the Participant or Club intends to present together with at least the subject matter on which the witness will testify.

## 24.17 Hearing Procedure

## Evidence

(a) Hearings are not bound by the rules of evidence usually applicable to proceedings in courts of law, but all hearings must be conducted in accordance with the

principles of natural justice, including that the Participant or, in the case of an appeal pursuant to clause 24.19(b), a Club:

- (i) is treated with equality;
- (ii) receives advance notice of the hearing; and
- (iii) has the opportunity to be heard and to make submissions in relation to the issues of, where applicable, merit and/or sanction.
- (b) Facts contained in a Referee's Report are prima facie evidence of the contents of the Referee's Report.

### Directions

(c) If a matter has the potential to become complex or lengthy, a Judicial Body may order a directions hearing for the purpose of setting a timetable for the submission of evidence by the Participant or the Disciplinary Counsel or in the case of an appeal pursuant to clause 24.19(b), a Club. If a person fails to comply with the timetable as determined by the directions hearing without showing sufficient cause, a Judicial Body may continue the proceedings and make a determination on the evidence before it.

#### **Determining Procedures**

- (d) A Judicial Body has the right to determine all procedures to be adopted at a hearing and may during the course of any hearing:
  - grant or order an adjournment to provide the Participant or the Disciplinary Counsel or in the case of an appeal pursuant to clause 24.19(b), a Club with additional time or to consider additional evidence;
  - (ii) admit or request the production of documents or any relevant written evidence available to a Participant or Club or any other person, including reports from Match Officials, declarations from the Participant or the Disciplinary Counsel or in the case of an appeal pursuant to clause 24.19(b), a Club and witnesses, expert opinion and video or audio recordings; or
  - (iii) order the attendance of any person for the purpose of asking questions relevant to the hearing.
- (e) Where a Judicial Body grants an adjournment, the Participant is ineligible to participate in any FFA Cup Matches as either a Player or Team Official, whichever is relevant, until the Judicial Body had reached a Determination in the matter. Any matches missed by the Participant as a consequence will be incorporated into any sanction imposed by the final Determination of the matter.

### 24.18 **Determinations and Deliberations**

#### Deliberations

- If a Participant fails to attend a hearing without showing sufficient cause for such failure, the hearing can be heard and determined in the Participant's absence, including as to determination on the merits and/or sanction.
- (b) A Judicial Body must determine all hearings by reference to:
  - these Regulations, FFA Statutes, FIFA Statutes and other relevant rules and regulations;
  - (ii) considerations of general justice and fairness; and
  - (iii) applicable law as specified in clause 24.22.

#### Determinations

- (c) A Determination must:
  - (i) contain the names of the members of the Judicial Body;
  - (ii) be made in writing;
  - (iii) in the shortest form reasonably practicable, provide the reasons on which the Determination is based;
  - (iv) contain the terms of the decision;
  - (v) in the case of the Disciplinary and Ethics Committee, be signed by the Chair;
  - (vi) in the case of the Appeal Committee, be signed by the President;
  - (vii) contain the date on which, and the place where, the Determination was made; and
  - (viii) be promptly provided to the Administrator so that it may be forwarded to the Participant.
- (d) A Judicial Body may verbally announce the Determination at the end of the hearing, but must provide written reasons for the Determination in accordance with the above.
- (e) All Determinations of a Disciplinary and Ethics Committee remain in force unless reversed by the Appeal Committee.
- (f) Subject only to the right of appeal to the Appeal Committee in accordance with clause 24.19, a Determination of the Disciplinary and Ethics Committee is final and binding and no person may institute or maintain proceedings in any court of law or tribunal.

#### **Compliance with Determinations**

(g) A failure to comply with a Determination within the manner or time as prescribed by that Determination is itself a breach of the FFA Statutes and the non-compliant person is subject to further sanction.

## Correction of a Determination

- (h) Within 30 days of receipt of a Determination, FFA itself or a Club or Participant with written notice to FFA, may request the Judicial Body to correct in the Determination any errors in computation, any clerical or typographical errors or any other error of a similar nature. If the Judicial Body considers the request to be justified, it will make the correction.
- Within 30 days after communication of the Determination, a Judicial Body may of its own initiative correct in the Determination any errors in computation, any clerical or typographical errors or any other error of a similar nature.
- (j) Any corrections must be in writing and communicated to the Administrator.

### 24.19 Appeals

### **Right of Appeal**

- (a) A Participant who is the subject of a Determination has a right to appeal such Determination of the Disciplinary and Ethics Committee if the Participant can establish one or more of the grounds of appeal referred to in clause 24.19(e).
- (b) A Club has a right to appeal the severity of a sanction imposed by FFA for Team Misconduct if the Club can establish one or more of the grounds of appeal referred to in clause 24.19(e).
- (c) To initiate an appeal, a Participant or Club must:
  - notify FFA of its intention to do so within 7 days of the date on which the written Determination or notice from FFA was received, using Prescribed Form DR02; and
  - (ii) pay to FFA an appeal fee of \$2,000.
- (d) A hearing will not be convened unless and until the applicable fees have been received by FFA.

#### Grounds of Appeal

- (e) The grounds of appeal are those specified at Part V of the FFA Statutes and are:
  - the Participant or, in respect of an appeal under clause 24.19(b), the Club, was not afforded a reasonable opportunity to be heard on the issues;
  - (ii) the Determination was affected by bias; and
  - (iii) the decision was one that was not reasonably open to the Disciplinary and Ethics Committee or, in respect of an appeal under clause 24.19(b), to FFA, having regard to the evidence before the Disciplinary and Ethics Committee or FFA (whichever applies).
- (f) The Appeal Committee has the power to:
  - dismiss, allow in whole or part, or vary (whether by way of reduction or increase) any Determination of the Disciplinary and Ethics Committee or decision of FFA;

- (ii) substitute its own sanctions or finding; or
- (iii) impose any sanction or make any finding that the Disciplinary and Ethics Committee or FFA could have imposed or made,

in accordance with these Regulations.

(g) If the appellant is completely successful in its appeal, the FFA must refund to the appellant the appeal fee.

### 24.20 Notices

- (a) A Disciplinary Notice issued to a Participant pursuant to clause 24 must contain the information specified in the clause pursuant to which the Disciplinary Notice has been issued.
- (b) A person notifying or giving notice under these Regulations must notify in writing and in English.
- (c) Disciplinary Notices to Participants are deemed to be received by the Participant if notified to the Participant's Club.

### 24.21 No Recourse to Courts

- (a) The determination of the Appeal Committee will be final and binding on the parties to the appeal and no person may institute or maintain proceedings in any court of law or tribunal.
- (b) Without limiting the generality of clause 24.21(a) and 24.19(f) and for further assurance notwithstanding that such provisions have no applicability, there will be no right of appeal under sections 34 (Application for setting aside as exclusive recourse against arbitral award) or 34A (Appeals against awards), and no right to apply for the determination of a question of law under section 27J (Determination of preliminary point of law by the Court), of the Commercial Arbitration Act 2010 (NSW) or equivalent or similar legislation in any of the Australian states or territories or Commonwealth.

## 24.22 Applicable Law

A Judicial Body must apply the law as applicable in New South Wales.

## 24.23 Immunity

Members of Judicial Bodies, Disciplinary Counsel, the Match Review Panel and FFA including the Administrator (*Immune Persons*) shall be immune from suit and no person may institute or maintain any proceedings or bring any claim in respect of any act or omission on the part of an Immune Person or any decisions made by an Immune Person except in the event of fraud.

## 24.24 Substantial Compliance

No proceedings before or determination of a Judicial Body or Match Review Panel or FFA will be invalidated for any defect whether of substance or of form in any notice or report or by reason of non-compliance with any term of these Regulations.

### 24.25 National Disciplinary Regulations

To the extent that any provision of the National Disciplinary Regulations is not addressed in the Disciplinary Rules in these Regulations and that provision is not inconsistent with the Disciplinary Rules in these Regulations, that provision of the National Disciplinary Regulations will supplement the Disciplinary Rules in these Regulations in relation to on field disciplinary matters in respect of an FFA Cup Match.

### 24.26 Final Round Reporting

All Member Federations must provide FFA with a complete record of all existing disciplinary sanctions for all Players on a Member Federation Club's Player Roster and Team Officials not less than forty-eight (48) hours prior to the scheduled kick-off of that Member Federation Club's next scheduled Final Round Match.

### 25. OFFICIAL TITLE AND MARKS

### 25.1 FFA Cup Brand Manual

All Clubs must comply with the FFA Cup Brand Manual, as provided by FFA from time to time, in relation to the use and reproduction of the FFA Cup Logo, Official Title and other FFA Cup Marks.

#### 25.2 Official Title and Naming Conventions

- (a) The competition will be called the "FFA Cup" and marketed under the name "Westfield FFA Cup" (*Official Title*).
- (b) At a minimum, each FFA Cup Participant must include the Official Title at least once on all materials produced by or on behalf of it relating to the FFA Cup, (including, but not limited to, tickets, programmes, press releases and (where possible) scoreboard displays) and (where possible) will refer to the Official Title at least once over (any) public address system operating on the day of each FFA Cup Match. Each FFA Cup Participant must comply with such other directions from FFA from time to time in relation to naming conventions and promotional materials.
- (c) The official names and terms that must be used by FFA Cup Participants in any official correspondence in relation to the FFA Cup are as follows:
  - (i) Generic Terms:
    - (A) Westfield FFA Cup;
    - (B) Westfield FFA Cup Preliminary Rounds;
    - (C) Westfield FFA Cup Final Rounds;

- (D) Westfield FFA Cup Round of 32;
- (E) Westfield FFA Cup Round of 16;
- (F) Westfield FFA Cup Quarter Finals;
- (G) Westfield FFA Cup Semi Finals;
- (H) Westfield FFA Cup Final;
- (I) Westfield FFA Cup Winners;
- (J) Westfield FFA Cup Runners-Up;
- (K) Westfield FFA Cup Trophy;
- (L) Mark Viduka Medal (Westfield FFA Cup Final Best Player); and
- (ii) Specific Terms:
  - (A) Westfield FFA Cup 2016;
  - (B) Westfield FFA Cup 2016 Preliminary Rounds;
  - (C) Westfield FFA Cup 2016 Final Rounds;
  - (D) Westfield FFA Cup 2016 Round of 32;
  - (E) Westfield FFA Cup 2016 Round of 16;
  - (F) Westfield FFA Cup 2016 Quarter Finals;
  - (G) Westfield FFA Cup 2016 Semi Finals;
  - (H) Westfield FFA Cup Final 2016;
  - (I) Westfield FFA Cup Winners 2016;
  - (J) Westfield FFA Cup Runners-Up 2016; and
  - (K) Mark Viduka Medal 2016 (Westfield FFA Cup Final 2016 Best Player).

## 25.3 FFA Cup Marks

- (a) Each FFA Cup Participant acknowledges that:
  - (i) FFA is the owner of the FFA Cup Marks and that all rights and goodwill in and in relation to the FFA Cup Marks are vested in FFA; and
  - (ii) the FFA Cup Marks may include branding of the FFA Cup Naming Rights Partner from time to time.
- (b) To ensure consistency in the "look and feel" of the entire FFA Cup and to prevent and/or arrest any instances of FFA Cup-related Ambush Marketing by third parties, each FFA Cup Participant must ensure that neither itself, nor any third party contracted to an FFA Cup Participant, develops, uses, registers, adopts, or creates any mark, logo or symbol which refers to the FFA Cup or any phase of the FFA Cup, or which is, in FFA's reasonable opinion, confusingly similar to, is a colourable imitation of, is a derivation of, or which unfairly competes with the FFA Cup Marks.

(c) Each FFA Cup Participant undertakes not to oppose, and to ensure that none of its contracted third parties oppose, any of the trademark or copyright applications filed by FFA (or its nominees or licensees) in respect of the FFA Cup Marks, or seek to cancel any such registrations held by FFA.

## 25.4 Use of FFA Cup Marks

- (a) Subject to clause 25.4(b), each FFA Cup Participant must not use, nor permit any third party to use, the FFA Cup Marks other than with FFA's prior written approval (such approval to be granted or withheld in FFA's sole and absolute discretion), on such terms as specified by FFA. For the avoidance of doubt, this includes third party Club kit suppliers seeking to produce Club merchandise bearing FFA Cup Marks for commercial or retail purposes.
- (b) FFA grants each Member Federation and Club a non-exclusive royalty free license to use the FFA Cup Logo online and in promotional materials (excluding apparel or merchandise) produced by or on behalf of the FFA Cup Participant in relation to its participation in the FFA Cup, provided that such use is:
  - (i) for editorial purposes only and is not used in a commercial context or in association with, or in proximity to, the name and/or logo of any commercial or corporate entity, which might give rise to an association between those entities and the FFA Cup without FFA's prior written approval (in its sole and absolute discretion); and
  - (ii) in accordance with these Regulations and the FFA Cup Brand Manual.

# 25.5 Member Federation Club Marks

- (a) Each Member Federation Club grants to FFA a perpetual, irrevocable, nonexclusive royalty free licence to use their Member Federation Club Marks in relation to the FFA Cup, including for marketing and promotional purposes and the exploitation of Commercial Rights.
- (b) FFA shall not apply any variations of modifications to the official version of the Member Federation Marks and shall not use any Member Federation Club Marks in any manner which:
  - (i) would imply that any Member Federation Club endorses a product or brand of any commercial entity, including any FFA Cup Partner;
  - (ii) is deceptive or misleading;
  - (iii) compromises or reflects unfavourably upon the good name, goodwill, reputation, political or religious impartiality and image of the Member Federation Club; or
  - (iv) might jeopardise or limit the Member Federation Club's proprietary interests in the Member Federation Club Mark.

## 26. COMMERCIAL

#### 26.1 **Ownership of Commercial Rights**

- (a) Each FFA Cup Participant acknowledges that, subject to the term and conditions set out in these Regulations:
  - all Commercial Rights in respect of the FFA Cup whether currently existing or created in the future shall be exclusively and solely owned and controlled by FFA;
  - (ii) FFA is the exclusive owner of all current and future intellectual property rights in the FFA Cup; and
  - (iii) any use of the aforementioned rights requires FFA's prior written consent in its sole and absolute discretion.
- (b) Each FFA Cup Participant must not grant any person the rights referred to in clause 26.1(a).

### 26.2 Exploitation of Commercial Rights

Each FFA Cup Participant must fully co-operate with FFA and all FFA Cup Partners in the exploitation and activation of the Commercial Rights. To that end, each FFA Cup Participant must provide FFA and the FFA Cup Partners access to the Venue free of charge to facilitate exploitation of the Commercial Rights, including for the purpose of exploiting the Media Rights.

#### 26.3 Media Rights

FFA has the sole and exclusive right to exploit any and all Media Rights in relation to the FFA Cup. No FFA Cup Participant or any third party may to any extent whatsoever exploit any Media Rights or parts thereof in relation to the FFA Cup, without FFA's prior written approval in its sole and absolute discretion.

#### 26.4 Image Rights

FFA and the FFA Cup Partners have the right to use in or on any medium the records, names and images of each FFA Cup Participant, including still photographs, audio and audio/visual images which may be generated from the FFA Cup Participant's participation in the FFA Cup provided that such use will not reasonably be considered to constitute a personal endorsement by the FFA Cup Participant of any product or service.

## 26.5 FFA Cup Partner Entitlements

- (a) Clubs and Member Federations must comply with FFA Cup corporate hospitality and ticketing requirements for FFA and FFA Cup Partners as prescribed by FFA from time to time.
- (b) FFA reserves the right for FFA Cup Partners to activate at FFA Cup Matches including in precinct pre-match and/or on the field of play pre-match and at half-time.

- (c) For the FFA Cup Final, each Club must make at least three (3) of its Players available for one (1) player appearance in the seven (7) days preceding the FFA Cup Final, at such place and time nominated by FFA.
- (d) FFA may issue more detailed rules and regulations regarding the provision of FFA Cup Partner entitlements (including, but not limited to in relation to, broadcasting, perimeter board signage, media backdrops, centre circle banners, side of goal mats, substitute/added time boards, tickets and match programmes) and the Clubs and Member Federations must comply with such rules and regulations as amended from time to time by FFA.

## 26.6 Sponsor Branding and Use of FFA Cup Logo on FFA Cup Playing Strips

- (a) Subject to this clause 26.6, a Club may display sponsor branding on its FFA Cup Playing Strips.
- (b) Clubs and Member Federations must not at any time display at a Venue any sponsor branding on a Club's FFA Cup Playing Strip of any person that in FFA's reasonable opinion competes with the businesses, products or services within the exclusive category (as defined in Item 1 of Schedule K) granted to the FFA Cup Naming Rights Partner.
- (c) For Final Round Matches:
  - (i) all participating Member Federation Clubs must
    - (A) display the FFA Cup Logo on the front right chest where possible, otherwise on the front left chest or shirt sleeve, of both their home and away playing shirts; and
    - (B) must not display any sponsor branding on FFA Cup Playing Strips that in FFA's reasonable opinion competes with the Official Broadcaster or the respective businesses, products or services within the FFA Cup Exclusive Sponsor Categories, with the exception of a sponsor in the motor vehicles category (as defined in Item 2 of Schedule K); and
  - (ii) all participating Hyundai A-League Clubs must:
    - (A) display the FFA Cup Logo on both their home and away playing shirts in the location where the Hyundai A-League Competition Logo appears in respect of the Hyundai A-League;
    - (B) display the prescribed Foxtel Logo on the back (right leg) of both their home and away playing shorts;
    - (C) otherwise comply with Hyundai A-League Competition Licensing & Merchandise Policies and Procedures in respect of their participation in the FFA Cup; and

- (D) not display any sponsor branding on FFA Cup Playing Strips that in FFA's reasonable opinion competes with the Official Broadcaster or the respective businesses, products or services within the FFA Cup Exclusive Sponsor Categories.
- (d) FFA will provide Clubs a prescribed number of FFA Cup Logo badges for application on FFA Cup Playing Strips for Final Round Matches. If requested by Clubs, additional FFA Cup Logo badges may be sourced from FFA and/or FFA's official licensee for use on Club merchandise.

# 26.7 Signage, Branding and Activations

- (a) Clubs and Member Federations must not at any time display any signage or branding (including on a Club's FFA Cup Playing Strip) at a Venue or conduct, or permit a third party to conduct, any activation or promotional activity at a Venue that in FFA's reasonable opinion competes with the respective businesses, products or services within the exclusive category granted (as defined in Item 1 of Schedule K) to the FFA Cup Naming Rights Partner.
- (b) For Preliminary Round Matches:
  - subject to clause 26.7(a) and 26.7(b)(ii), Clubs and Member Federations have the right to display signage and conduct, or permit a third party to conduct, any activation or promotional activity at a Venue;
  - (ii) Home Clubs must display the official FFA Cup banner:
    - (A) at the half-way point of the eastern sideline, where such banner is provided by FFA; and
    - (B) behind the goals at the northern and southern sideline where prescribed by FFA from time to time.
- (c) For Final Round Matches (excluding the FFA Cup Final):
  - subject to clause 26.7(c)(ii), FFA retains all field of play signage, including all fixed signage, LED, 3D mats, back of goal signage and side of goal signage (*Field of Play Signage*), at the Venue;
  - subject to clauses 26.7(d) and 26.7(e), the Home Club is entitled to the Field of Play Signage inventory set out in Schedule C;
  - (iii) Clubs must not display any signage or branding (including on a Club's FFA Cup Playing Strip) at a Venue or conduct, or permit a third party to conduct, any activation or promotional activity at a Venue unless the Club has received FFA's prior written approval to do so (such approval to be granted or withheld in FFA's sole and absolute discretion) not less than fourteen (14) days prior to the day fixed for playing the Club's next home FFA Cup Match.
- (d) In respect of Member Federation Clubs and Member Federations, without limiting FFA's right to approve under clause 26.7(c), FFA will not provide its approval under

clause 26.7(c) if, in FFA's opinion, such signage, branding or activity competes with:

- the Official Broadcaster or the respective businesses, products or services within the FFA Cup Exclusive Sponsor Categories with the exception of a sponsor in the motor vehicles category (Item 2 of Schedule K); or
- (ii) any FFA related football program, product or service, including without limitation, AIA Vitality MiniRoos.
- (e) In respect of Hyundai A-league Clubs, without limiting FFA's right to approve under clause 26.7(c), FFA will not provide its approval under clause 26.7(c) if, in FFA's reasonable opinion, such signage, branding or activity competes with:
  - (i) the Official Broadcaster or the respective businesses, products or services within the FFA Cup Exclusive Sponsor Categories; or
  - (ii) any FFA related football program, product or service, including without limitation, AIA Vitality MiniRoos.
- (f) For the FFA Cup Final, FFA retains all signage and activation rights at the Venue.
- (g) For all FFA Cup Matches, FFA retains all rights to brand and/or exploit:
  - (i) ball persons;
  - (ii) substitution boards;
  - (iii) substitution bibs;
  - (iv) 'Match Officials';
  - (v) 'Technical Areas';
  - (vi) dressing rooms;
  - (vii) player tunnel;
  - (viii) stretcher bearers;
  - (ix) ball plinth;
  - (x) ball tee;
  - (xi) mascots;
  - (xii) coin toss;
  - (xiii) 'big TV screen'; and
  - (xiv) the areas behind or around goals.

## 26.8 Hospitality

- (a) Subject to clauses 22.2(f) and 26.5(a) the Home Club has the sole and exclusive right to exploit any and all Hospitality Rights for Preliminary Round Matches and Final Round Matches, excluding the FFA Cup Final.
- (b) FFA has the sole and exclusive right to exploit any and all Hospitality Rights for the FFA Cup Final.

## 26.9 Sports Betting Operators

- (a) An FFA Cup Participant must not enter into an agreement in relation to the FFA Cup with a Sports Betting Operator or any other body who offers betting or gambling related products or services without obtaining FFA's prior written consent, which may be withheld by FFA in its sole and absolute discretion.
- (b) Without limiting FFA's discretion under clause 26.9(a), FFA will not provide its consent under clause 26.9(a) for an FFA Cup Participant to enter into a proposed agreement with a Sports Betting Operator if:
  - (i) the Sports Betting Operator does not have a product fee and integrity agreement with FFA; and
  - (ii) the FFA Cup Participant's proposed agreement:
    - (A) permits the Sports Betting Operator to use or associate with the FFA Cup Logo or FFA Cup Data;
    - (B) permits the Sports Betting Operator to use the image of, or directly associate with, any Player and/or Official;
    - (C) permits the display of any branding featuring the Sports Betting Operator on the apparel of any Player or Official, including FFA Cup Playing Strip, on and off-field apparel and team kit and equipment;
    - (D) permits the display of any branding featuring the Sports Betting Operator in any player and match official areas, including team benches, tunnels and changing rooms;
    - (E) grants the Sports Betting Operator naming rights to any FFA Cup Match or other Club related event;
    - (F) permits the display of any branding featuring the Sports Betting Operator on any Club media backdrop;
    - (G) permits the communication of any odds within a Venue, from gates opening to gates closed on match day, other than those areas specifically designated as stadium betting outlets such as TAB agencies. For avoidance of doubt, this includes ground announcements as well as vision screens and signage;
    - (H) permits the display of any odds on any Club related digital property, including the Club's official website or application;
    - permits the display of the name or branding of more than one Sports Betting Operator at an FFA Cup Match or other Club related event;
    - (J) permits the Sports Betting Operator to create a Club or Member Federation dedicated website; or
    - (K) grants non-New Zealand licensed Sports Betting Operator's rights in respect of Matches in New Zealand.

## 26.10 Ambush Marketing

- Each FFA Cup Participant acknowledges that the commercial value of the FFA Cup (and the value of any commercial rights to the FFA Cup) may be substantially diminished by Ambush Marketing.
- (b) Each Member Federation and Club must ensure that no person or entity (incorporated or otherwise), including any third party contracted to a Member Federation and/or a Club, associates their name, brand, product or service with the FFA Cup, including the FFA Cup Logo, through advertising, marketing, promotional activities and/or any other means which might give rise to an association between that person or entity and the FFA Cup without FFA's prior written approval in its sole and absolute discretion.
- (c) Following written notification by FFA of any Ambush Marketing activity or any further violation by any Member Federation and/or Club, or any third party contracted to a Member Federation and/or a Club, each Member Federation and/or Club will ensure, and take all measures required by FFA to ensure, that the relevant party immediately ceases and desists from such activity and that such FFA Cup Participant or third party provides FFA with written undertakings agreeing to immediately cease and desist from, and in the future to refrain from, any Ambush Marketing activity or further violation of these Regulations. This provision also applies when the Ambush Marketing activity is conducted by the FFA Cup Participant or contracted third party itself or by any of its affiliated or group companies.
- (d) All FFA Cup Participants shall immediately notify FFA, in writing, of any Ambush Marketing that they become aware of.

# 26.11 Match Balls for promotional activities

Each Club must use all reasonable efforts to use only the official FFA Cup match ball in its promotional and advertising activities in relation to the FFA Cup and ensure that the logo of the FFA Cup match ball supplier featured on the ball is not obscured, altered or deleted when used in any such Club promotions or advertising.

## 26.12 Clubs and Member Federation Rights

- (a) Nothing in this clause 26 shall be construed or interpreted so as to prevent or restrict Clubs and Member Federations, subject to applicable FIFA, FFA or other rules or regulations or decisions of FFA, from entering into commercial arrangements in relation to FFA Cup Matches that do not in FFA's reasonable opinion conflict with the obligations of FFA Cup Participants as set out in these Regulations (and in any other rules or regulations issued by FFA).
- (b) Notwithstanding clauses 26.6 and 26.7, Clubs and Member Federations may display at a Venue for Final Round Matches signage or branding (including on a Club's FFA Cup Playing Strip) of a person who manufactures, promotes, distributes, sells or supplies products in the alcoholic beverage category (as

defined in Item 3 of Schedule K) (*Alcohol Sponsor*) if that person has made a \$250,000 net cash contribution to the Club for the rights.

- (c) Clause 26.7 does not prevent Clubs and Member Federations from:
  - (i) selling pourage rights at a Venue to an Alcohol Sponsor;
  - (ii) permitting the recognition of the holder of the pourage rights at a Venue, provided that such recognition is limited to branding on equipment (such as fridges and taps) required as part of a reasonable pourage agreement; or
  - (iii) displaying signage or branding (including on a Club's FFA Cup Playing Strip) at a Venue of a social club, pub, hotel, restaurant, leagues or other similar club or licensed venue, provided that such signage or branding does not name any products or services in the alcoholic beverage category (as defined in Item 3 of Schedule K).
- (d) If approved by FFA in writing (in its sole and absolute discretion), Home Clubs (or Football Federation Northern Territory, subject to subject to clause 22.2(f)) may conduct sponsorship activations at Preliminary Round and Final Round Matches including in precinct pre-match and/or on the field of play pre-match and at halftime.

## 26.13 Financial reporting

- (a) For the Final Rounds, Home Clubs (or Football Federation Northern Territory, subject to subject to clause 22.2(f)) must complete the Financial Reporting Form in Schedule J for each FFA Cup Match hosted by the Club, and return all completed Forms to FFA no later than thirty (30) days from the date on which the Club is eliminated from the FFA Cup.
- (b) Any information provided to FFA under clause 26.13(a) will remain confidential to FFA, and be used for the FFA's internal reporting and review processes only. FFA may impose disciplinary sanctions against an FFA Cup member found to have breached the financial reporting obligations in 26.13(a).

# 27. MEDIA AND COMMUNICATIONS

## 27.1 General

- (a) FFA is solely responsible for handling all media enquiries that relate to FFA or the FFA Cup.
- (b) Each FFA Cup Participant will:
  - (i) handle all media enquiries that relate to it specifically and co-operate with the media to promote FFA Cup Matches; and
  - (ii) if reasonably requested by FFA, produce regular and accurate, up to date content for display on the FFA Cup website and in other communications.

- (c) Each Member Federation must assist, and must ensure that each Club assists, to the best possible extent, FFA, and accredited media representatives in their media activities during the FFA Cup.
- (d) If required by FFA, the Home Club must nominate a Club Official to communicate FFA Cup Match scores to FFA or such other person as nominated by FFA.
- (e) For the Final Rounds, all Member Federations and participating Clubs must link the FFA Cup website (<u>www.theffacup.com.au</u>) to its own website.
- (f) Where a Member Federation or Club receives a request from any television, radio or online broadcaster seeking to cover, commentate on, or otherwise broadcast, any aspect of an FFA Cup Match (including news footage), that Member Federation or Club must notify FFA in writing of the request. FFA may, in its sole and absolute discretion, approve or disapprove this request.

## 27.2 Media Accreditation

- (a) An accreditation is physical proof of access entitlements to a zone within a Venue during an FFA Cup Match. It is personal and non-transferable and does not grant the pass holder access to a viewing seat.
- (b) It is the responsibility of the Home Club to ensure compliance with the relevant accreditation standards as outlined in the FFA Cup Event and Match Day Standards.
- (c) FFA has the right to revoke accreditation for any reason in its sole and absolute discretion.

## 27.3 Media Backdrops

Unless otherwise approved by FFA in writing, Clubs and Member Federations must use the Official FFA Cup Media Backdrop in respect of all FFA Cup media engagements.

## 27.4 Media Access

- (a) Only those accredited media personnel of the Official Broadcaster and Radio Broadcaster(s) are allowed in the area between the boundaries of the field of play and the spectators during FFA Cup Matches.
- (b) The Home Club must ensure that FFA, the Official Broadcaster and Radio Broadcaster(s) have free access to the Venue from two (2) days prior to the FFA Cup Match until one (1) day after the FFA Cup Match.

## 27.5 Interviews

- (a) For Preliminary Round Matches, Clubs must comply with any reasonable request for interview by FFA, the Official Broadcaster and/or Radio Broadcaster(s).
- (b) For Final Round Matches:
  - (i) Clubs must have their Head Coach and one (1) starting Player available from at least one (1) day before each FFA Cup Match for either a press

conference, 'flash' interview and/or teleconference of up to fifteen (15) minutes;

- (ii) Clubs must have an Assistant Coach and/or Player available for an interview during the half-time break of each FFA Cup Match;
- (iii) Clubs must make available for interview any Player(s) chosen by the Official Broadcaster immediately following the conclusion of each FFA Cup Match. Clubs will be informed of interview requirements in the final minutes of the FFA Cup Match;
- (iv) during the two (2) days prior to an FFA Cup Match, any Official Training Session must be open to the media for not less than fifteen (15) minutes; and
- (v) a post-match press conference and/or media opportunity must be provided at the host Venue not later than fifteen (15) minutes following the conclusion of each FFA Cup Match. The Head Coach and one (1) starting Player from each of the participating Clubs are required to participate in any post-match press conference or media opportunity.
- (c) For the FFA Cup Final, each Club must make their captain and head coach available for interview at an official FFA Cup Final press conference as requested by FFA in the seven (7) days preceding the FFA Cup Final. The location and time of the press conference is to be determined by FFA in its sole and absolute discretion.

# 27.6 Mixed Zone

- (a) For Final Round Matches:
  - (i) the Home Club and Member Federation must set up a Mixed Zone to be in operation prior to the conclusion of each FFA Cup Match; and
  - (ii) all Players and Team Officials must enter the Mixed Zone after leaving the team dressing room. Speaking with the media in the Mixed Zone is not compulsory however it is advised that Players and Team Officials give brief interviews if requested.

# 27.7 Photographers

- (a) For Final Round Matches:
  - Photographers at all times must abide by FFA's terms of accreditation and Event and Match Day Standards;
  - (ii) Photographers must sign in on the official FFA Cup Photography Bib Register upon arrival at the Venue, surrender their accreditation pass and collect a bib. Upon return of that bib at the conclusion of each FFA Cup Match, the photographer will have their accreditation pass returned; and
  - (iii) the Home Club must appoint a liaison to ensure photographers comply with this clause 27.7.

## 28. TICKETING

### 28.1 **Preliminary Rounds**

For Preliminary Round Matches, ticket pricing and design, where applicable, will be determined by the Home Club in accordance with the relevant Member Federation Competition Rules applying to the Preliminary Rounds (if any).

## 28.2 Final Rounds

(a) For Final Round Matches, excluding the FFA Cup Final, ticket pricing will be determined in accordance with clause 28.2(h) subject to the defined FFA standards as follows:

Final Round Match	Minimum Ticket Price	
	Adult	Concession/Child
Round of 32 and Round of 16	\$10	\$5
Quarter Finals	\$15	\$5
Semi Finals	\$20	\$10
Cup Final	As determined by FFA in its sole and absolute discretion.	

- (b) Excluding the FFA Cup Final, the Home Club shall receive all ticket revenue for each Final Round Match it hosts and is responsible for all applicable Venue match day costs.
- (c) For Final Round Matches, excluding the FFA Cup Final, the Home Club must provide on a complimentary basis:
  - (i) sixty-five (65) tickets to the Away Club, for use by the Away Club;
  - (ii) fourteen (14) tickets in total for use by Match Officials and referees assessor; and
  - (iii) a reasonable number (not exceeding 250) of tickets for FFA Cup Partners, as reasonably requested by FFA.

Tickets provided under this clause 28.2(c) are issued on a complimentary basis, and are not to be paired with other goods or services as part of a commercial ticket offering (unless approved by FFA in its sole and absolute discretion).

- (d) Where requested by the Away Club no later than seven (7) days prior to the relevant FFA Cup Match, the Home Club must provide a secure area in the grandstand for a minimum of twelve (12) Away Club non-playing Players and/or Team Officials.
- (e) For Final Round Matches, excluding the FFA Cup Final, the Home Club must ensure that a minimum of 15% of the Venue's capacity (after hospitality inventory is deducted) is made available for sale to Away Club supporters. Where any tickets set aside for Away Club supporters under this clause 28.2(d) remain unsold fortyeight (48) hours after this Away Club ticket allocation has gone on sale, the Home Club may return these tickets to general sale.

- (f) For Final Round Matches played at Venues with electronic ticketing functionality, standard FFA ticketing requirements apply in accordance with the Hyundai A-League Competition Regulations.
- (g) For all other Final Round Matches not covered by clause 28.2(f), the Home Club must produce tickets that display, as a minimum, the following:
  - (i) Official Westfield FFA Cup Logo;
  - (ii) Home Club name;
  - (iii) Away Club name;
  - (iv) FFA Cup Match date and time;
  - (v) Venue details; and
  - (vi) Terms of Admission reference "Patrons must comply with Terms of Admission, available at <u>www.footballaustrallia.com.au</u>".
- Subject to the minimums set out in clause 28.2(a), for all Final Round Matches (excluding the FFA Cup Final), each Home Club must:
  - (i) request FFA approval (in its sole and absolute discretion) for its proposed ticket pricing;
  - (ii) request FFA approval of the proposed use of any tickets which are not being sold via conventional ticketing sale methods (including any proposed trade promotions, or offers for sale in conjunction with third parties); and
  - (iii) obtain FFA approval in writing (in its sole and absolute discretion) in respect of:
    - (A) ticket prices prior to putting tickets on sale; and
    - (B) ticket use prior to offering any tickets for sale through channels other than conventional ticketing sale methods,

for the relevant FFA Cup Match.

- (i) Ticket design will be determined by FFA in its sole and absolute discretion where FFA reserves the right to review, approve or request changes to ticket design.
- (j) The FFA Cup Event and Match Day Standards may provide for additional requirements regarding the supply and use of tickets.

## 28.3 FFA Cup Final

- (a) FFA will determine ticket pricing and design in its sole and absolute ultimate discretion.
- (b) FFA will provide the following tickets to each participating Club in the FFA Cup Final:
  - (i) 150 x Category A tickets;
  - (ii) 100 x Category B tickets;

- (iii) one (1) x corporate suite (noting that each Club will be responsible for any hospitality costs associated with the corporate suite, including catering);
- (iv) an additional 92 x Category A tickets to be distributed to Players only; and
- a right to purchase a minimum 150 Category A and 100 Category B tickets, with the right to purchase additional tickets, subject to availability.
- (c) Tickets provided under clause 28.3(b) are issued on a complimentary basis for Club use only, and are not to be paired with other goods or services as part of a commercial ticket offering (unless approved by FFA in its sole and absolute discretion).

## 28.4 Reporting

For Final Round Matches, the Home Club is obligated to record the actual crowd attendance. The actual attendance must be confirmed by the Home Club with the Match Commissioner, plus ticketing agency if applicable. If requested by FFA and subject to applicable privacy laws, the Home Club will provide to FFA the name and contact details (address, phone number and email) for each ticket holder.

## 29. PRIZE FUND AND CLUB EXPENSES

### 29.1 Prize Money

(a) For the Final Rounds, prize money will be paid to participating Clubs for each round from the Round of 16 onwards.

Club's Final Position in the FFA Cup	Total (ex GST)
1 (FFA Cup Winner)	\$50,000
2 (FFA Cup Runner Up)	\$25,000
=3 (Semi Finalist)	\$10,000
=3 (Semi Finalist)	\$10,000
=5 (Quarter Finalist)	\$5,000
=9 (Round of 16 participant Club)	\$2,000
=9 (Round of 16 participant Club)	\$2,000
=9 (Round of 16 participant Club)	\$2,000
=9 (Round of 16 participant Club)	\$2,000
=9 (Round of 16 participant Club)	\$2,000
=9 (Round of 16 participant Club)	\$2,000
=9 (Round of 16 participant Club)	\$2,000
=9 (Round of 16 participant Club)	\$2,000
Total FFA Cup Prize Fund	\$131,000

(b) The FFA Cup Prize Fund is outlined in the table below:

(c) For the avoidance of doubt, no prize money will be awarded to participating Clubs in the Round of 32.

## 29.2 Club Subsidies

- (a) For the Final Rounds, FFA Cup Match subsidies are provided as follows:
  - (i) FFA will cover reasonable flights, ground transport, meals and accommodation as determined by FFA for a traveling party of twenty-one (21) for each Away Club.

## 30. TROPHY AND MEDALS

- (a) Winners Medals will be presented as follows:
  - the Winners will be presented with a total of twenty-eight (28) Winners Medals following the conclusion of the FFA Cup Final. The Winners Medals shall be presented to the list of Players and Team Officials nominated by the Club prior to the FFA Cup Final; and
  - (ii) the Winners may request to purchase additional Winners Medals to provide to additional Players, Team Officials or other Club staff at the discretion of the Club. The Club shall receive the additional Winners Medals at an alternative date and time to be determined with FFA, pending relevant payment.
- (b) Runners-Up Medals will be presented as follows:
  - the Runners-Up will be presented with a total of twenty-eight (28) Runners-Up Medals following the conclusion of the FFA Cup Final. The Runners-Up Medals shall be presented to the list of Players and Team Officials nominated by the Club prior to the FFA Cup Final; and
  - (ii) the Runners-Up may request to purchase additional Runners-Up Medals to provide to additional Players, Team Officials or other Club staff at the discretion of the Club. The Club shall receive the additional Runners-Up Medals at an alternative date and time to be determined with FFA, pending relevant payment.
- (c) For the FFA Cup Final, the FFA Cup Trophy:
  - will be presented to the Winners following the conclusion of the FFA Cup Final;
  - (ii) FFA reserves the right to use or display the FFA Cup Trophy on the field of play or within the Venue on match day prior to the presentation for any media or broadcast obligations as required; and
  - (iii) the Winners may retain the FFA Cup Trophy at the Club premises for a period of time as specified by FFA and subject to any terms imposed by FFA from time to time. The FFA Cup Trophy will remain the property of FFA.

- (d) The FFA Cup Final Best Player Medal shall be determined as follows:
  - (i) the award is awarded to the Player judged the Best Player of the FFA Cup Final;
  - the award is voted on by an FFA appointed panel on a 3-2-1 basis at the conclusion of the FFA Cup Final;
  - (iii) Players who receive a direct Red Card during the FFA Cup Final or are subsequently suspended for an offence committed in the FFA Cup Final as a result of determinations made by the Disciplinary and Ethics Committee arising from the FFA Cup Final, are ineligible to win the award; and
  - (iv) in the event that the Player awarded the FFA Cup Final Best Player Medal is later suspended for an offence committed in the FFA Cup Final as a result of a determination made by the Disciplinary and Ethics Committee, the medal will be awarded to the Player who polled the next most votes.

## 31. MEDICAL

- (a) For Preliminary Round Matches, all Clubs must comply with the applicable medical standards as prescribed by the relevant Member Federation.
- (b) All Clubs must comply with FFA Concussion Guidelines. A copy of the FFA Concussion Guidelines can be found on the FFA website <u>www.footballaustralia.com.au/insideffa/statutes</u>.
- (c) All Hyundai A-League Clubs must comply with the Hyundai A-League Minimum Medical Standards for all FFA Cup Matches.
- (d) For Final Round Matches:
  - each Club must have one (1) qualified Physiotherapist present on match day;
  - (ii) Where:
    - (A) both Clubs are Member Federation Clubs, the Home Club must have one (1) qualified and registered Doctor present on match day;
    - (B) the Home Club is a Member Federation Club, and that Club is hosting a Hyundai A-League Club, that Home Club must have one (1) qualified and registered Doctor present on match day in addition to any requirement for the Hyundai A-League Club to have their own qualified and registered Doctor present on match day, in accordance with the Hyundai A-League Minimum Medical Standards; and
    - both Clubs are Hyundai A-League Clubs, a qualified and registered Doctor is required for each Club, in accordance with the Hyundai A-League Minimum Medical Standards;
  - (iii) an operational Automated External Defibrillator (*AED*) must be present at each Final Round Match. The AED should be located near the halfway line,

and medical staff from both Clubs should be aware of its location prior to the commencement of the FFA Cup Match;

- (iv) that involve a Hyundai A-League Club or is broadcast on television, the Home Club must provide a minimum of one (1) ambulance at the Venue;
- (v) that involve only Member Federation Clubs, the Home Club must ensure that where the FFA Cup Match is not broadcast on television, a minimum of one (1) ambulance is present, unless the Venue is within 20km of a hospital with an accident and emergency department.
- (e) all Clubs must comply with any additional minimum medical standards as required by the FFA Cup Event and Match Day Standards.

# 32. ANTI-DOPING

- (a) All FFA Cup Participants must comply with FFA's National Anti-Doping Policy.
- (b) For the Final Rounds, all Clubs and Players may be subject to drug testing by ASADA in accordance with FFA's National Anti-Doping Policy and the World Anti-Doping Code.
- (c) Clubs must provide to FFA and ASADA details of its training schedule, including the date, time and location of its training sessions, in the form and frequency as requested by FFA from time to time.

# 33. INDEMNITY AND RELEASE

## 33.1 Indemnity

By participating in the FFA Cup, each FFA Cup Participant agrees to indemnify FFA and keep FFA indemnified (including their directors, officers, servants, employees, contractors, agents and volunteers) against all actions, claims, losses, damages and expenses of any nature whatsoever howsoever arising, that FFA may directly or indirectly sustain or incur as a result of that FFA Cup Participant's participation in the FFA Cup, including, but not limited to:

- (a) any loss or damage sustained as a result of any breach of these Regulations by the FFA Cup Participant; and
- (b) any loss or damage to any property or injury to, or death of, any person caused by the negligent act or omission or wilful misconduct of the FFA Cup Participant or its directors, officers, employees, agents, contractors, servants, Participants or volunteers,

except to the extent that such loss, damage or expense is due to any wrongful or negligent act or omission of FFA, including its directors, officers, servants, employees, contractors, agents or volunteers.

## 33.2 Release

By participating in the FFA Cup, each FFA Cup Participant agrees not to bring any claim or proceeding of any nature whatsoever against FFA for any damage, loss, injury or liability of any nature whatsoever that the FFA Cup Participant may suffer, incur or sustain in participating in, or being excluded from, the FFA Cup. Except for liability that by law cannot be excluded, FFA excludes all liability of any nature whatsoever to the FFA Cup Participant in tort (including negligence), contract, bailment or otherwise for acts or omissions of FFA or its directors, officers, servants, employees, contractors, agents and volunteers arising out of or in relation to the FFA Cup or otherwise.

## 34. DEFINITIONS

## 34.1 In these FFA Cup Regulations:

*Administrator* means the FFA employee appointed to discharge the duties contained within these Regulations.

Alcohol Sponsor has the meaning given to it in clause 26.11.

**Ambush Marketing** means any attempt by any person or entity to gain an unauthorised association of its name, brands, products and/or services with the FFA Cup through advertising, marketing, promotional activities and/or any other means, regardless of the medium used and regardless of whether or not it is lawful, or to exploit the goodwill and publicity generated by the FFA Cup or FFA in a manner not authorised by FFA.

Appeal Committee means the Appeal Committee established under clause 24.3(g).

Associate means, in relation to a person (Person A):

- (a) any person who is (or has been) engaged by Person A (whether paid or unpaid);
- (b) any person with whom Person A has (or has had) any business dealings or a business relationship; and
- (c) a relative of Person A,

as determined by FFA in its sole and absolute discretion.

Automated External Defibrillator means a portable electronic device that automatically diagnoses life-threatening heart arrhythmias that cause cardiac arrest. The AED is then able to respond by delivering a shock to restore normal heart rhythm.

*Away Club* means the away Club for a particular FFA Cup Match, as prescribed by these Regulations.

Beep Flags has the meaning prescribed in clause 21(b)(i).

**Broadcast Footage** means the visual footage of an FFA Cup Match provided to FFA captured by the Broadcast Partner (or its agent) or any broadcaster authorised by FFA and does not include any computer generated visual recreation of the footage.

*Broadcast Partner* means the organisation(s) granted the exclusive rights by FFA to televise live FFA Cup Matches.

*Clubs* means any entity admitted by FFA to field a team in the FFA Cup.

**Commercial Rights** means all commercial rights and intellectual property rights in respect of the FFA Cup and all other commercial or other rights and opportunities (including any title and interest in, and to, the FFA Cup and all ancillary events organised in connection with the FFA Cup) whether currently existing or created in the future, including all Media Rights and Marketing Rights.

*Competition* means any league, competition or tournament registered with FFA in accordance with the National Registration Regulations, including the pre-season, season proper, finals series and any post season tournament or knockout cup competition of that Competition.

*Competition Administrator* means the entity responsible for the conduct and staging of the FFA Cup, which is currently FFA.

Determination means a determination or decision made by the Judicial Bodies.

*Disciplinary* and Ethics *Committee* means the Disciplinary and Ethics Committee established under clause 24.3.

*Disciplinary Counsel* means the person appointed by FFA in accordance with clause 24.14(a).

*Disciplinary Notice* means the notice provided to a Participant in accordance with clause 24.

*District Association* means a district or regional association that is a member of a Member Federation from time to time.

*Doctor* means the person employed by, engaged by or appointed to, a Club charged with the primary responsibility for providing medical services to the Club's Players

**Draw Process** means the FFA Cup draw process as notified by FFA from time to time, and including any amendments made by FFA in its sole and absolute discretion from time to time.

*Event Report Form* means the event report form, as prescribed by FFA from time to time.

*Exceptional Circumstances* means circumstances operating at the time of the Offence and relating to the commission of the Offence and not to the impact a sanction may have. The following are not Exceptional Circumstances:

- (a) the significance or importance to the Participant or his Club of the FFA Cup Match in which the Offence was committed;
- (b) the significance or importance of any match or tournament in which the Participant will be ineligible to participate because of the imposition of a sanction within the Range at the Table of Offences;
- (c) the point in the FFA Cup Match at which the Offence was committed;
- (d) the conduct, including actions, words or gestures of any Player or Team Official of the opposing team during or related to the FFA Cup Match; and
- (e) any disciplinary decision taken or failure to take a disciplinary decision by a Match Official during the FFA Cup Match.

## Exhibition Rights means:

- (a) all rights to transmit, by means of any media whatsoever, any audio-only, still or moving visual-only or audio-visual material, data and/or textual material of, and/or relating to the FFA Cup and/or any of the ceremonies relating to the FFA Cup (or any part thereof) for exhibition to an audience located anywhere other than a private dwelling, including cinemas, bars, restaurants, stadiums and educational establishments;
- (b) all rights to organise and stage any event whereat an audience may view or listen to such transmission(s) (whether or not such exhibition is open to the general public); and
- (c) all rights to exploit any and all commercial opportunities (including, without limitation and for example, entrance fees, sponsorship, merchandising, broadcast sponsorship and supplier opportunities) arising from, and/or in connection with, such events, transmission and/or exhibition.

*Expel, Expelled and Expulsion* means a Referee directing a Team Official from the field of play, its surrounds and the Technical Area.

*Expulsion Offence* means an offence specified in the Table of Offences committed by a Team Official warranting or leading to his or her Expulsion.

FFA means Football Federation Australia Limited.

*FFA Concussion Guidelines* means the concussion guidelines as promulgated by FFA from time to time.

*FFA Concussion Policy* means the FFA Concussion Policy as promulgated by FFA from time to time.

*FFA Cup* means the national club competition staged by, or under the control of, FFA between Hyundai A-League Clubs and Member Federation Clubs, currently known as the Westfield FFA Cup (or as otherwise notified by FFA) comprising the Preliminary Rounds and the Final Rounds.

*FFA Cup Brand Manual* means the guidelines provided by FFA from time to time in relation to the use and reproduction of the FFA Cup Marks and any other associated branding.

*FFA Cup Data* means any data created in conjunction with the FFA Cup, including but not limited to fixture lists, team lists and team or player data.

*FFA Cup Event and Match Day Standards* means the FFA Cup Event and Match Day Standards contained in Schedule D.

**FFA Cup Exclusive Sponsor Categories** means the categories in relation to which FFA has the exclusive right to grant sponsors with exclusive rights in respect of the FFA Cup as set out in Schedule K.

FFA Cup Final means the Final Round Match outlined in clause 8.2(b)(v).

*FFA Cup Final Round Club Registration Form* means the FFA Cup club registration form, as prescribed by FFA from time to time.

FFA Cup Logo means the official FFA Cup logo as set out as Schedule F.

*FFA Cup Marks* means the registered and unregistered names, marks, logos, slogan and imagery owned by FFA in respect of the FFA Cup, including the FFA Cup Logo and FFA Cup Trophy.

FFA Cup Match means a match in the FFA Cup.

*FFA Cup Minimum Security Standards* means the FFA Cup Minimum Security Standards contained in Schedule E.

**FFA Cup Naming Rights Partner** means the official naming rights partner of the FFA Cup appointed by FFA. Unless otherwise notified by FFA, the FFA Cup naming rights partner is Westfield.

*FFA Cup Participant* means any Member Federation, District Association, Club, Player or Official participating in the FFA Cup.

*FFA Cup Partner* means the official broadcasters, sponsors and suppliers appointed by FFA in respect of the FFA Cup.

*FFA Cup Photography Bib Register* means the official photography bib register prescribed by FFA from time to time.

*FFA Cup Player Roster* means the roster of Players for each Club maintained in accordance with clause 13.

*FFA Cup Player Roster Form* means the player roster form for FFA Cup, as prescribed by FFA from time to time.

FFA Cup Playing Strip means the playing strip approved in accordance with clause 19.

*FFA Cup Team Officials Application Form* means the team officials application form for FFA Cup, as prescribed by FFA from time to time.

*FFA Cup Trophy* means the original trophy presented by FFA to the winner of the FFA Cup as depicted in Schedule I.

*FFA Statutes* means FFA's statutes as promulgated by FFA from time to time, including its constitution and by-laws and rules and regulations and policies and procedures.

Field of Play Signage has the meaning given to it in clause 26.7(d).

*FIFA Laws of the Game* means the official Laws of the Game as promulgated by FIFA from time to time.

**FIFA Statutes** means that statutes and accompanying standing orders and regulations promulgated by FIFA from time to time, including the FIFA Disciplinary Code, the FIFA Code of Ethics and the Regulations for the Status and Transfer of Players.

Final Round Match means a match in the Final Rounds.

*Final Round Registration Fee* means the Final Round participation fee as prescribed by FFA under clause 6.2(a)(iii).

Final Rounds means the FFA Cup Round of 32 and onwards.

*Financial Reporting Form* means the financial reporting form in Schedule J, or as prescribed by FFA from time to time.

*Fixed Media Rights* means all rights to exhibit, exploit and/or distribute any audio-only material, still or moving visual-only or audiovisual material, data and/or textual material (including the basic feed, multi feeds, additional feeds, unilateral coverage, archive materials, audio feed and commentary) of and/or relating to the FFA Cup and/or the ceremonies (or any part thereof) relating to the FFA Cup by means of any magnetic, electronic or digital storage device including, by way of example, DVD, VHS or CD-ROM.

**Force Majeure Event** means any event beyond the reasonable control of the party affected by it, including any acts of God, fire, explosion, flood, war, acts of terrorism, theft, malicious damage, strikes, lock outs, industrial action of any kind, government regulation or requirement or restraint or intervention.

Foxtel National Youth League means the National Youth League.

Goalkeeper means the player designated by a Club as that Club's goalkeeper.

*Grassroots Club* means a Club other than a National Premier Leagues Club or Hyundai A-League Club.

*Guest Player* means a player approved by FFA in accordance with clause 13.4(a) of the Regulations to play for a Member Federation Club in the Final Rounds.

Home Club means the Club drawn to host an FFA Cup Match.

*Hospitality Rights* means the right to offer and sell hospitality and entertainment facilities at the Venue (including, for example, box and marques) in combination with a ticket but excluding those areas of the Venue reserved for FFA Partners in accordance with clause 26.5.

**Hyundai** A-League means the senior men's national competition staged in Australia and New Zealand for FFA, known as the Hyundai A-League or such other name as notified by FFA from time to time.

Hyundai A-League Club means a Club participating in the Hyundai A-League.

*Hyundai A-League Competition Regulations* means the competition regulations for the Hyundai A-League, as promulgated by FFA from time to time.

*Hyundai A-League Disciplinary Regulations* means the disciplinary regulations for the Hyundai A-League, as promulgated by FFA from time to time

Insolvency Event in relation to a Club means where:

- the Club disposes of all or substantially all of its assets, operations or business (other than a voluntary liquidation for the purpose of amalgamation or reconstruction if the new entity assumes all of the Club's legal obligations);
- (b) any step is taken to enter into any arrangement between the Club and its creditors;
- (c) the Club ceases to be able to pay its debts as they become due;
- (d) the Club ceases to carry on business;

- (e) any step is taken by a mortgagee to enter into possession or dispose of the whole or any part of the Club's assets or business; or
- (f) any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator or other like person over the whole or any part of the Club's assets or business.

*Institute* means any national, state, territory institute or academy of sport that has a football program including any national training centre implemented by either FFA or a Member Federation (including, but not limited to, FFA Centre of Excellence).

*International Transfer Certificate* means the certificate provided from one national association to another to facilitate the transfer of a player between countries, as required by FIFA.

*Investigations Officer* means the person appointed by FFA from time to time in accordance with clause 24.10(a).

Judicial Body means the Disciplinary and Ethics Committee and the Appeal Committee.

Long Term Injury has the meaning prescribed in clause 13.5(a) of the Regulations.

*Long Term Injury List* means the list of Players at a Club currently suffering a Long Term Injury.

*Mandatory Match Suspension* means the automatic suspension from participating in a match that must be served in accordance with these Regulations.

*Marketing Rights* means, in any and all media, any and all advertising rights, promotional rights, rights of endorsement, rights of association, premium and giveaway rights, marketing rights, merchandising and licensing rights, signage rights, concessions rights, sponsorship rights, hospitality rights, travel and tourism rights, ticketing rights, accommodation rights, publishing rights, betting/gaming rights, retail rights, music rights and any other rights and/or associated commercial opportunities relating to the FFA Cup to the extent that such rights are not Media Rights.

*Match* means any match staged, participated in, sanctioned by or played under the auspices of FFA or a Member Federation.

*Match Commissioner* means the individual appointed by FFA for each FFA Cup Match to ensure the minimum match day standards applying to the FFA Cup are adhered to.

*Match Official* means the Referee, assistant refereed, fourth official, Match Commissioner, referee inspector or selector, any person in charge of safety or any other person appointed by FFA or a Member Federation to assume responsibility in connection with an FFA Cup Match.

*Match Official Report* means a written document provided to FFA, the Match Review Panel or Judicial Bodies by a Match Official.

*Match Review Panel* means the panel of three people appointed by FFA from time to time to undertake the functions set out in clause 24.3 of these Regulations.

*Match Schedule* means the FFA Cup match schedule as notified by FFA from time to time, and includes any amendments made by FFA in its sole and absolute discretion from time to time.

Material Interest means an ownership, shareholding, membership or financial interest.

*Maximum Sanction* means the maximum sanction for an Offence as defined in Point 4, Part I of Schedule A.

*Media Rights* means the right to report upon, record, transmit or otherwise exploit any still or moving visual-only images, any audio-only material, any audio-visual material, any text and any data by any means whatsoever (whether now known or hereafter devised, developed or invented), any aspect or element of the FFA Cup taking place within any site on a live and/or delayed basis in any media and by any means of delivery whether now known (including successor technologies) or hereafter invented, including, without limitation, free-to-air television, subscription television, satellite television, pay per view, internet or other on-line media. For the avoidance of doubt, the right to broadcast and/or transmit the basic audio-visual feed (or any supplemental feed) and the right to transmit radio commentary of any match of the FFA Cup constitutes Media Rights. The Media Rights include the right to record, create and exploit the official film or documentary of the FFA Cup and/or similar audio-visual products and programming, and shall include Fixed Media Rights and Exhibition Rights.

*Member Federation* means a State, Territory or a regional association or federation that is a member or an interim member of FFA from time to time.

*Member Federation Club* means a Club participating in the FFA Cup, which includes Grassroots Clubs and National Premier Leagues Clubs, but is not a Hyundai A-League Club.

*Member Federation Club Marks* means the name (including nickname), logos, emblems, colours and kit designs of a participating Member Federation Club.

*Minimum Sanction* means the minimum sanction for an Offence as set out in the Table of Offences.

*Mixed Zone* means an area between the dressing rooms and the exit of the venue that facilitates interaction between the media and Players and Team Officials.

*Mobile and Communication Devices Policy* means the mobile and communication devices policy, as promulgated by FFA from time to time.

*MyFootballClub* means the online registration system for Players and Team Officials participating in Member Federation competitions.

*National Code of Conduct* means the national code of conduct, as promulgated by FFA from time to time.

*National Disciplinary Regulations* means the national disciplinary regulations, as promulgated by FFA from time to time.

**National Premier Leagues** means the men's football competitions conducted in Australia under the auspices or control of FFA and its Member Federations known as the National Premier Leagues.

*National Premier Leagues Club* means a Club participating in the National Premier Leagues.

*National Premier Leagues 2015 Finals Series Champions* means the Club deemed the winner of the 2015 National Premier Leagues finals series.

**National Registration Regulations** means the national regulations specifying the rules relating to the registration of Players, Clubs, Officials and Competitions with FFA, as promulgated by FFA from time to time.

**National Team** means any national team squad selected by or nominated by any FIFA member association and in relation to FFA include men's senior, under age, Olympics, futsal or beach football teams or any other national representative team determined by FFA from time to time.

*National Team List* means the list of Players at a Club selected for and currently on duty with a National Team.

*National Youth League* means the national football competition conducted in Australia under the auspices or control of FFA known as the National Youth League.

*NYL Development Agreement* means the form prescribed by FFA from time to time for the engagement of a National Youth League Player.

*NYL Roster* means the roster of Players for each club participating in the National Youth League and maintained in accordance with the Hyundai A-League Player Contract Regulations.

Offence means a Red Card Offence or an Expulsion Offence.

Official means:

- (a) a Match Official;
- (b) a Team Official; or
- (c) an employee, consultant, official or director of FFA or a Club.

*Official Broadcaster* means Foxtel and Fox Sports Australia (including all forms of television broadcaster services including free-to-air television, subscription cable and satellite television, pay per view and television provided over the internet or other forms of on-line media).

*Official FFA Cup Match Ball* means the official brand and model of ball prescribed for use in the FFA Cup by FFA from time to time.

*Officials on the Substitution Bench Form* means the form used to nominate those Team Officials eligible to appear on the substitution bench during an FFA Cup Match, as prescribed by FFA from time to time

Official Title has the meaning prescribed in clause 25.1(a).

*Official Training Session* means any pre-game training session sanctioned by FFA including a familiarisation session.

Participant means a Player or a Team Official.

*Physiotherapist* means the person employed, engaged or appointed by a Club charged with the primary responsibility for providing physiotherapist services to a Club's Players.

*Player* means any person who has been, or is eligible to be, registered by FFA with a Club to play in the FFA Cup.

*Player Contract Regulations* means the regulations that regulate the eligibility, registrations, contracting and payments of Players in the Hyundai A-League or Foxtel National Youth League and are currently known as the Hyundai A-League & Foxtel National Youth League Player Contract Regulations.

*Player Points System* means the system for the calculation of a National Premier Leagues Club's player points, as prescribed by FFA from time to time.

Preliminary Round Match means an FFA Cup Match in the Preliminary Rounds.

*Preliminary Round Registration Fee* means the Preliminary Round participation fee as prescribed by FFA under clause 6.2(a).

Preliminary Rounds means the rounds of the FFA Cup preceding the Final Rounds.

Quarter Finals means the Final Round Matches outlined in clause 8.2(b)(iii).

*Radio Broadcaster* means the organisation(s) granted the exclusive rights by FFA to radio broadcast live the FFA Cup Matches.

**Range at the Table of Offences** and **Range** means, in relation to each Offence, the range bounded by the Minimum Sanction prescribed in the Table of Offences and the Maximum Sanction.

**Red Card** means the sending off of a Player for the commission of the following sending off offences specified at Law 12 of the FIFA Laws of the Game:

R1 - serious foul play

R2 - violent conduct

R3 - spitting at an opponent or any other person

R4 - denying the opposing team a goal or an obvious goal-scoring opportunity by deliberately handling the ball (this does not apply to a goal-keeper within his own penalty area)

R5 - denying an obvious goal-scoring opportunity to an opponent moving towards the player's goal by an offence punishable by a free kick or a penalty kick

R6 - using offensive, insulting or abusive language and/or gestures

R7 - receiving a second caution in the same match.

**Red Card Offence** means the commission by a Player of one of the sending-off offences outlined in the definition of Red Card.

*Referee* means the Match Official with the primary responsibility of officiating an FFA Cup Match in accordance with the Laws of the Game.

**Referees' Report** means the referees report form for the FFA Cup, as prescribed by FFA from time to time.

*Referees' Incident Report Form* means the referees' incident report form for the FFA Cup, as prescribed by FFA from time to time.

Registration Period means the period referred to in clause 13.4(e).

*Regulations* means these FFA Cup Competition Regulations promulgated by FFA from time to time.

**Representative Team** means a team representing a State or Territory, a region or an Institute that participates in a Competition.

Round of 16 means the Final Round Matches outlined in clause 8.2(b)(ii).

Round of 32 means the Final Round Matches outlined in clause 8.2(b)(i).

Semi Finals means the Final Round Matches outlined in clause 8.2(b)(iv).

*Simulation* means an act or attempt by a Participant to deceive the Referee by feigning injury or pretending to have been fouled.

**Spectator Code of Behaviour** means FFA's National Spectator Code of Behaviour which governs the behaviour of spectators present at a Match or otherwise involved in any activity staged by FFA or an affiliated Member Federation, district association or Club in order to enhance the reputation of FFA and football generally (a current version of which can be obtained at <u>www.footballaustralia.com.au</u> or on request).

*Starting List* means the form distributed by FFA for the FFA Cup, nominating those players eligible to participate in an FFA Cup Match.

**Substitution Slip** means the form used by Clubs to notify Match Officials of a substitution during a Match, as prescribed by FFA from time to time.

Table of Offences means the Table of Offences contained in Part I of Schedule A.

Team Misconduct has the meaning given to it in clause 24.9.

Team Official means any person involved with the:

- (a) management, administration or organisation of a Club (whether paid or unpaid), including without limitation, employees, contractors, consultants, officers, directors and representatives; or
- (b) management, preparation or participation of the Club's team (whether paid or unpaid), including without limitation, the coaches, managers, medical staff (including the Away Club doctor, Home Club doctor), Physiotherapists, gear persons and other support staff.

Team Sheet means the team sheet prescribed by FFA for the FFA Cup from time to time.

**Technical Area** means the area marked and designated in accordance with the FIFA Laws of the Game within which the coach, the substitute Players and the Team Officials must remain during an FFA Cup Match.

*Terms of Admission* means FFA's Terms of Admission for its events (a current version of which can be obtained at <u>www.footballaustralia.com.au</u> or on request).

Venue means the venue at which an FFA Cup Match is staged.

**Yellow Card** means a caution of a Player by the Referee for the commission of the following cautionable offences specified at Law 12 of the FIFA Laws of the Game:

- Y1 unsporting behaviour
- Y2 dissent by word or action
- Y3 persistent infringement of the FIFA Laws of the Game
- Y4 delaying the restart of play

Y5 - failure to respect the required distance when play is restarted with a corner kick, free kick or thrown in

Y6 - entering or re-entering the field of play without the Referee's permission

Y7 - deliberately leaving the field of play without the Referee's permission

#### 34.2 Interpretation

- (a) In these Regulations, unless the context requires otherwise, capitalised terms shall have the meaning set out in clause 34.1 (*Definitions*).
- (b) Unless otherwise defined in these Regulations, capitalised terms in these Regulations have the same meaning as defined in:
  - (i) the FFA Statutes;
  - (ii) the FIFA Laws of the Game;
  - (iii) the National Registration Regulations; and
  - (iv) the National Disciplinary Regulations.
- (c) In the event of inconsistency between these Regulations and any other FFA Statutes, the interpretation will prevail in the following order:
  - (i) the FFA Statutes;
  - (ii) the National Registration Regulations;
  - (iii) these Regulations; and
  - (iv) the National Disciplinary Regulations.
- (d) In these Regulations:
  - (i) any use of the words 'includes' or words such as 'for example' or 'such as' do not limit anything else that is included in general speech;
  - (ii) 'business day' means a day when the offices of FFA are ordinarily open for business;
  - (iii) any reference to '\$' or 'dollars' is to Australian dollar;
  - (iv) a reference to a singular includes the plural and vice versa; and
  - a reference to any document is to that document as amended, supplemented, varied or replaced from time to time except to the extent expressly prohibited by that document or these Regulations.

#### SCHEDULE A – TABLE OF OFFENCES AND SANCTIONS UNDER FFA STATUTES

#### PART I – TABLE OF OFFENCES

- 1. Other than as provided in clause 24.7 of these Regulations, this Schedule specifies the Offences sanctionable in accordance with these Regulations and the Range of sanctions that applies to each of these Offences. In respect of Players, the Table in Column 1 also references the relevant sending-off offences R1 to R7 under the FIFA Laws of the Game.
- 2. A Participant who has committed an Offence must receive a sanction within the Range at the Table of Offences.
- 3. The Range for each Offence is bounded at one end by the Minimum Sanction set out in the Table of Offences that must be applied and at the other end by the Maximum Sanction that may be applied.
- The maximum sanction that may be applied for each Offence is suspension for a period of 24 months, except for Offence No. 11 (Assault of a match official) where the maximum sanction is suspension for life (*Maximum Sanction*).
- 5. A Participant who commits an Offence is subject to the Minimum Sanction set out in the Table of Offences in relation to each Offence. The Minimum Sanction is a combination of the Mandatory Match(es) Suspension applicable in accordance with these Regulations and an additional match suspension.

Offence	Offence	Minimum Sanction
No.		
1 (R4 or R5 for Players)	Denying the opposing team an obvious goal-scoring opportunity	The Mandatory Match Suspension
2 (R6 for Players)	Use of offensive, insulting or abusive language and/or gestures	The Mandatory Match Suspension
3 (R1 for Players)	Serious foul play (e.g. when challenging for the ball)	The Mandatory Match Suspension
4 (R2 for Players)	Assault on a Player (e.g. violent conduct when not challenging for the ball)	1 additional match plus the Mandatory Match Suspension
5 (R6 for Players)	Serious unsporting conduct	The Mandatory Match Suspension
6	Use of discriminatory language and/or gestures, including racist,	4 additional matches plus

#### TABLE OF OFFENCES

(R6 for Players)	religious, ethnic or sexist	the Mandatory Match Suspension
7 (R3 for Players)	Spitting at a player	5 additional matches plus the Mandatory Match Suspension
8 (R2 or R6 for Players)	Inciting a brawl	5 additional matches plus the Mandatory Match Suspension
	Specific Offences Against a Match Official	
9 (R6 for Players)	Use of offensive, insulting or abusive language and/or gestures against a match official	The Mandatory Match Suspension
10 (R6 for Players)	Unsporting conduct toward a match official	3 additional matches plus the Mandatory Match Suspension
11 (R2 for Players)	Assault of a match official	6 months including the Mandatory Match Suspension
12 (R3 for Players)	Spitting at a match official	12 months Including the Mandatory Match Suspension

#### PART II. SANCTIONS UNDER FFA STATUTES

1. Subject to these Regulations, the following disciplinary sanctions may be imposed against a Club:

- a) a reprimand;
- b) a fine;
- c) place the Club on a bond;
- d) a deduction or loss of competition points;
- e) ban on the registration or transfer of any Players for a specified period of time;
- f) annulment of registration of a Player;
- g) suspension from participation in an FFA Cup Match or Matches and/or an A-League Match or Matches (in accordance with these Regulations);
- exclusion, suspension or expulsion from the FFA Cup and/or A-League (in accordance with these Regulations);
- i) playing a match without spectators or on neutral territory;

- j) a ban on playing in a particular stadium;
- k) annulment of the result of the match; or
- I) such other disciplinary sanctions or measures as is appropriate in all the circumstances, including as prescribed in the FIFA Statutes.

2. Subject to these Regulations, the following disciplinary sanctions may be imposed against a Participant:

- a) a reprimand;
- b) a fine;
- c) return of award;
- d) place the individual on a bond;
- e) ban on registration of Player with any Club for a specified period of time;
- f) annulment of registration of a Player;
- g) suspension from participation in an FFA Cup Match or Matches and/or an A-League Match or Matches (in accordance with these Regulations);
- suspension or expulsion from the FFA Cup and/or the A-League (in accordance with these Regulations);
- i) suspension or cancellation of licence or accreditation, including a player agent's licence or coaching accreditation;
- j) termination of registration or playing contract;
- k) a ban from the dressing rooms and/or the substitutes' bench;
- I) a ban from entering a stadium;
- m) ban on taking part in any football related activity; or
- n) such other disciplinary sanctions or measures as is appropriate in all the circumstances, including as prescribed in the FIFA Statutes.

## SCHEDULE B - NATIONAL DISCIPLINARY REGULATIONS

## SCHEDULE C - FFA CUP EVENT AND MATCH DAY STANDARDS

#### SCHEDULE D - FFA CUP MINIMUM SECURITY STANDARDS

### SCHEDULE E - FFA CUP BRAND MANUAL

#### SCHEDULE F - FFA CUP TERMS OF ADMISSION

### SCHEDULE G - NATIONAL SPECTATOR CODE OF BEHAVIOUR

### SCHEDULE H - FFA CUP TRAVEL POLICY

# SCHEDULE I - FFA CUP TROPHY



## SCHEDULE J – FINANCIAL REPORTING FORM

Income		Number	Total Value
Attendance	Concessions		
	Adults		
	Complimentary		
Sponsorship			
Canteen/Bar			
Other Income			
Total Income			
Expenses			
Canteen/Bar Stock			
Match Day Expenses			
Other Expenses			
Total Expense			
Net Profit			
Capital Expenditure			

#### SCHEDULE K – FFA CUP SPONSOR CATEGORIES

	Category	Category Description	Current FFA Cup Sponsor in the Category
1	Retail shopping and retail products	'Bricks and Mortar', Virtual Shopping Centres and Online Auction Houses excluding individual retailers (e.g. Rebel Sport or Bing Lee).	Westfield
2	Motor vehicles	Motor vehicles and light commercial vehicles excluding trucks, motor cycles, All Terrain Vehicles, Outboard Motors and automotive accessories such as tyres and lubricants so long as not produced by an entity which is the same or similar to a motor vehicle manufacturer's name.	To be confirmed by FFA
3	Alcoholic beverages	All forms of alcoholic beverages including beer, wine and spirits.	To be confirmed by FFA
4	To be confirmed by FFA	To be confirmed by FFA	To be confirmed by FFA