

## **THE FA PEOPLE'S CUP, IN PARTNERSHIP WITH BBC GET INSPIRED TERMS AND CONDITIONS**

The following Terms and Conditions apply to The FA People's Cup 2017 Competition (the "Competition"). The promoter of the Competition is The Football Association Limited ("The FA"), Wembley Stadium, Wembley, London HA9 0WS. The Competition is also being run in conjunction with the BBC and partners from Small Sided Football Providers ("SSPs") and University Sites ("HE")

By entering the Competition, entrants (including all Team Members (as defined below) agree to be bound by the following Terms and Conditions and any and all other associated promotional materials published by the The FA, the BBC and/or the SSPs.

1. Entry to the Competition opens on 28<sup>th</sup> December 2016 (the "Opening Date") and will close at midnight on 19<sup>th</sup> February 2017 (the "Closing Date"). Entries received before the Opening Date or after the Closing Date will not be accepted.
2. The Competition is free to enter and is only open to male and female residents of the United Kingdom who are aged twelve (12) or above on the Closing Date. Under the The FA's Guidelines, players participating in a match, who are over the age of sixteen (16), must be of the same gender unless participating within the Walking Football competition. The FA reserves the right to request an entrant's proof of age and residency at their stated address for verification purposes before accepting their entry.
3. Each team entered into the Competition must be made up of at least five (5) and no more than seven (7) team players (the "Team Members") and must nominate a captain (the "Team Captain"). U14's and U16's categories will be required to have at least one chaperone.
4. Entries are on a first come, first served basis.
5. Entries not in accordance with these Terms and Conditions are invalid.
6. In order to enter the Competition as a team, one Team Member must register the Team by:
  - visiting [theFA.com/playfootball](http://theFA.com/playfootball) (the "Website"); and
  - completing the entry form (including your team name, your preferred centre for the local heats, and the name, contact postcode, email and phone number of your Team Captain).

An entry will not be valid until all of the mandatory fields have been completed.

7. The Team Captain will act as the primary point of contact with The FA and/or the SSPs (together the "Organising Parties") throughout the duration of the Competition, unless otherwise specified by the Team Members and agreed to by one of the Organising Parties. The Team Captain will be asked to supply the contact details for the remaining Team Members.
8. Individual entrants ("Individual Players") can also sign up to take part in Competition and will be treated as Team Members for the purposes of these Terms and Conditions. To enter as an Individual Player you will register in the same way as a team via [theFA.com/playfootball](http://theFA.com/playfootball) and follow the instructions. Individual players will be placed into a team by their chosen centre.
9. The Organising Parties reserves the right to expel any team or Team Member from the Competition if either of them deems that team or Team Member to be acting:
  - In an unsportsmanlike fashion;
  - Outside the principles of fair play;
  - In a way that damages the image of the Competition; or

- Fielding a player or players who do not meet the eligibility criteria.
10. The Organising Parties hold sole and absolute discretion in this regard and their decision will be final.
  11. Any team that fails or refuses to comply with these Terms and Conditions may be disqualified from the Competition by the Organising Parties. Any such decision will be at the sole and absolute discretion of either of the Organising Parties and will be final.

## **Teams**

12. Teams will be made up of a minimum of five (5) and a maximum of seven (7) Team Members, including the Team Captain, and will be registered by The FA under a team name of the team's choice (subject to clause 15 below).
13. Prior to participation in the Local Heats, all Team Members will be asked to give their full name, date of birth, phone number, postcode and valid email address and will also be asked to confirm that they have read, understand and agree to these Terms and Conditions.
14. Team Members registered for the Local Heats cannot be changed for the duration of the Competition, except in exceptional circumstances (including but not limited to debilitating injury, illness or bereavement) under which, at their sole and absolute discretion, either of the Organising Parties may permit up to two Team Members to be replaced. The Organising Parties' decision will be final. If a team qualify for a Semi-Final, no Team Members from that team are permitted to go on and play for any other team.
15. A team name must be chosen by each team at the start of the Competition. At their sole and absolute discretion the Organising Parties reserve the right to reject team names that they consider to be unsuitable, inappropriate, obscene, derogatory; that reference trade marks, or known personalities; or that are derogatory towards the Organising Parties or any entities associated with them.

## **Player Eligibility**

1. Each completion will be age specific and is open to all teams who are classified within these age classifications.
  - U14 Male – The player must be over the age of 12 and under the age of 14 as at midnight on 31st August 2016
  - U14 Female – The player must be over the age of 12 and under the age of 14 as at midnight on 31st August 2016
  - U16 Male – The player must be over the age of 14 and under the age of 16 as at midnight on 31st August 2016
  - U16 Female – The player must be over the age of 14 and under the age of 16 as at midnight on 31st August 2016
  - Youth Disability - The player must be over the age of 11 and under the age of 16 as at midnight on 31st August 2016
  - Open Age Male – Attained the age of 16 on the day of the local qualifying heat
  - Open Age Female – Attained the age of 16 on the day of the local qualifying heat
  - Male Vets – Attained the age of 35 on the day of the local qualifying heat
  - Female Vets – Attained the age of 35 on the day of the local qualifying heat
  - Adult Disability - Attained the age of 16 on the day of the local qualifying heat
  - Walking – Attained the age of 50 on the day of the local qualifying heat

2. All Team Members must be of full amateur status.
3. Below outlines the eligibility criteria for each of the categories within the competition.

**Adult Male and Male Vets categories**

No Professional or Semi-Professional football player(s) are permitted to enter the competition. For the avoidance of doubt, any player(s) that have played in the top 8 levels (as set out below) of English Football in the last 6 months leading up to [24<sup>th</sup> February 2016] (the “Tournament Opening Date”) are not permitted to play in the Competition.

*English Pyramid System*

Level	League(s)/Division(s)					
1	Premier League					
2	Football League Championship					
3	Football League One					
4	Football League Two					
5	National League					
6	National League North (Vanarama National League North)			National League South (Vanarama National League South)		
7	Northern Premier League Premier Division (Evo-Stik League Northern Premier Division)		Southern Football League Premier Division		Isthmian League Premier Division (Ryman Football League Premier Division)	
8	Northern Premier League Division One North (Evo-Stik League Northern Premier First Division North)	Northern Premier League Division One South (Evo-Stik League Northern Premier First Division South)	Southern Football League Division One Central	Southern Football League Division One South & West	Isthmian League Division One North (Ryman Football League Division One North)	Isthmian League Division One South (Ryman Football League Division One South)

In addition to those players who participated in the 11 a side game as set out above any player who has participated in the finals day of the following small sided competitions during 2016 and 2017 is not eligible to participate in the competition.

Goals: New Balance Cup and Red Bull Neymar 5's  
Powerleague: Gillette  
PlayFootball: The Football Fives World Cup – F5WC

### **Adult Female and Female Vets categories**

No Professional or Semi-Professional football player(s) are permitted to enter the competition. For the avoidance of doubt, any player(s) that have played in the levels (as set out below) of English Football in the last 6 months leading up to [24<sup>th</sup> February 2016] (the "Tournament Opening Date") are not permitted to play in the Competition.

FA Women's Super League Season  
FA Women's Super League Development League Season  
FA Women's Premier League Season - Northern and/or Southern Divisions (including First and Reserve team players)

### **Higher Education categories**

No British Universities & Colleges Sport (BUCS) Football or Futsal players registered for the 2016/17 season are permitted to enter the competition. In addition the local heats for the Higher Education category are only open to students currently attending the host university in question.

4. Any team(s) found to be fielding ineligible players will be immediately disqualified from the tournament and removed. This applies to all levels of the tournament; local heats, semi-finals and the national final.
5. The FA shall have the right, at its sole and absolute discretion, to withdraw the Prize if winning teams are found to be fielding ineligible players.
6. Teams should arrive at their allocated centre no later than thirty (30) minutes before the start time of their local heat and semi-final. Teams without at least five (5) players available and ready to play at fifteen (15) minutes past the scheduled kick off time will forfeit their first match and may be disqualified / removed by either of the Organising Parties. The Organising Parties hold sole and absolute discretion in this regard and their decision is final.
7. Teams will be expected to provide themselves, for each of their Team Members, the following (including but not limited to):
  - Football kits; shirts, shorts, socks; shin pads and football boots with moulded or astro turf trainers. Team Members will not be permitted to wear football boots with blades or non-moulded studs (wet or dry weather); and
  - Team Members will be liable for all travel and costs associated with their participation in the Local Heats, the Semi Finals and the National Final. For the avoidance of doubt the Organising Parties will not contribute to these costs in any way.
  - Individual players will be provided with bibs for their wild card team on the day of your local heat.

## **Discipline**

8. The participating teams undertake to comply with The FA's disciplinary code for small sided football and the relevant circular(s) issued.

As a rule, a player who is sent from the field of play will be automatically suspended for the period outlined below in accordance with the list below and the report of the referee. The organisers will (based on the referees report) may impose match based suspensions upon individuals during the Tournament as outlined below:

- Denying a goal or an obvious goal scoring opportunity – 1 Match suspension
- Use of offensive, insulting or abusive gestures – 2 Match suspension
- Violent Conduct / Serious Foul play – 3 match suspension
- Attempting to kick or strike another player – 3 Match suspension
- Spitting - 6 match suspension

Any incident of misconduct after the final whistle or after being sent off will result in an extraordinary report being submitted by the match referee to The Football Association. Any such report will automatically result in permanent exclusion from the tournament and The Football Association may take further disciplinary action in accordance with FA Regulations.

## **Protests**

Unless otherwise stipulated in this section, protests shall be notified to the match day coordinator immediately (within 15 minutes of the conclusion of the match).

Protests regarding the eligibility of players for any match in the finals shall be submitted in writing to the Organisers no later than 30 minutes prior to the commencement of the respective teams 1<sup>st</sup> game in the competition.

Protests regarding the state of the pitch and its surroundings, markings, goals or footballs shall be made to the referee before the start of the match by the team captain.

No protests may be made against the referee's decisions regarding facts connected with play, such decisions being final.

If a frivolous or irresponsible protest or appeal is lodged, the Organisers may impose a fine.

Protests shall be sent to the match day coordinator by the specified deadline, otherwise they will be disregarded.

Teams may not take disputes to a civil court. If decisions are subject to appeal, the associations shall undertake to submit any such disputes to the jurisdiction of The FA, and, should the need arise, to the Court of Arbitration for Sport (CAS) in Switzerland.

Once the entire competition has finished, any protests regarding the sporting procedure during the competition shall be disregarded.

## **Appeals**

A participating team can appeal against a decision of the Organisers by lodging an appeal to the Judicial Services at The Football Association no more than 7 days after the original decision made

by the Organisers. The appeal must be written in English and be accompanied by an appeal fee of £50.00 sterling.

The appeal will be heard in accordance with FA regulations for Appeals.

### **Competition Format**

9. All matches shall be played in accordance with The FA's small sided Laws of the Game details of which are contained within Annex 1. In the case of any discrepancy in the interpretation of the Laws of the Game, the version downloadable from – <http://www.thefa.com/my-football/player/5-a-side-and-futsal> is authoritative. The only exception to this is Walking Football which shall be played in accordance with The FA's Walking Football Laws of the Game.
10. Local heats will consist of a group stage, followed by a knockout stage (the "Local Heats"). A minimum of One (1) Team from each Local Heat will progress to semi-finals that will be organised on a regional basis (the "Semi-Finals").
11. Teams will be notified of their Semi-Finals venues via e mail following the weekend of 24<sup>th</sup> – 26<sup>th</sup> February 2017.
12. Teams may **not** enter into more than one (1) Local Heat. Any team that is found to have entered into more than one Local Heat will have any subsequent entries cancelled and will be removed from the Competition.
13. The Semi-Finals will consist of a group stage, followed by a knockout stage. The winning team from each Semi-Final shall progress to a national final (the "National Final").
14. In the event of a draw in the knockout stages of each round in the Semi-Finals, the match will be decided by penalties. The penalties will consist of three (3) rounds followed by 'sudden death' penalties if necessary.

### **National Final**

15. The National Final will be held in April/May 2017 (the "National Final Date") at a location to be confirmed at the first round weekend (Friday 24<sup>th</sup> – Sunday 26<sup>th</sup> February 2017).
16. If any team is unable to attend the National Final, The FA reserves the right to select a replacement team to take their place.
17. Teams for the National Final will be limited to seven (7) players. These must be the same seven (7) players as originally registered for the Local Heat.
18. The FA reserves the right to move the location of the National Final at any time prior to the National Final Date.

### **The Prize**

19. The winning teams from each category will each receive one ticket per Team Member to attend The FA Cup Final at Wembley Stadium on Saturday 27<sup>th</sup> May 2016 (the "Prize"). Winning youth teams (U14's and U16's) will receive one extra ticket which must be used by an adult over the age of 18 to accompany the team. The winning youth disability team will receive three extra tickets which must be used by adults over the age of 18 to accompany the team. Winning adult disability

teams will receive two extra tickets which must be used by adults over the age of 18 to accompany the team. For all other teams the maximum number of tickets that a team will receive will be seven (7).

20. The Prize is non-exchangeable, non-transferable, and not redeemable for cash or other prizes (in whole or in part). In the event of unforeseen circumstances or circumstances outside The FA's control, The FA reserves the right to offer an alternative prize of equal or greater value. Travel and accommodation are not included in the Prize and The FA accepts no responsibility for any costs associated with the Prize which are not specifically included including, without limitation, meals, personal expenses and insurance in connection with the Prize. Winners are strictly prohibited from selling or giving away the Prize to any other person.
21. The FA will provide the winners with further details of how to claim their Prize on or around the date of the National Final.
22. The winners' names and counties will be made available after the end of the Competition to those who send a self-addressed envelope to 'FA People's Cup 2017 Competition' to The FA's address set out at the top of these Terms and Conditions.
23. As the prize involves attendance at the 2017 FA Cup Final none of the winners can be subject to any Football Banning Order or equivalent court order and/or criminal conviction which restricts their ability to attend matches and/or makes them unsuitable to accept the prize. Any winner subject to such an order or conviction will not be able to receive the prize and will be treated as having been disqualified from the Competition. Such decision shall be at the sole discretion of The FA and will be final.
24. Winners must also comply with all of The FA or Wembley Stadium's conditions for entry and any applicable ground or health and safety regulations (including those available on the [Wembley Stadium website](#)). Winners who are rude, abusive, or deemed otherwise unsuitable to by The FA may be required to leave Wembley Stadium. Such decision shall be at the sole discretion of The FA.

## **General**

25. Team Members hereby consent to participate in any reasonable publicity accompanying and resulting from the Competition required on behalf of The FA and/or any other broadcast or media partners if so requested with no further recompense.
26. Each Team Member hereby agrees that the Organising Parties (and third parties authorised by The FA) may now and in the future use, exploit and make available the names, details, and images of all Team Members in any medium whatsoever including (but not limited to) a website (include the Organising Parties and broadcast partners main websites, and any social media sites), television, mobile media platforms and/or radio and any other media, whether now known or in the future, for the purposes of advertising and publicity of the Competition and/or The FA People's Cup brand without restriction as to manner, frequency or duration of usage or any other purpose whatsoever in connection with the sale and marketing of The FA People's Cup brand.
27. Neither of the Organising Parties will accept any responsibility for lost, delayed, incomplete, misdirected, mislaid, damaged or corrupted Entries (due to whatever reason, including but not limited to malfunction of the Website), or Entries that do not comply with these Terms and Conditions in any way.
28. The FA accepts no responsibility for any damage, loss, liabilities (including direct, indirect, incidental, consequential or punitive damage) injury or disappointment incurred or suffered by

you as a result of entering the Competition, not being able to enter into the Competition or accepting any prize. The FA further disclaims liability for any injury or damage to your or any other person's computer or IT systems relating to or resulting from participation in or downloading of any materials in connection with the Competition. Nothing shall exclude the liability of The FA for fraud or for death or personal injury as a result of that party's negligence.

29. In no event shall The FA or any of its Group Company's total liability for all damages, losses, or causes of action exceed the price of the Prize. Without limiting the foregoing, this Competition and the Prize are provided "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement.
30. The FA reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, this Competition with or without prior notice due to reasons outside their control or to amend or modify these terms and conditions at any time.
31. Team Members agree that their personal information will be collected, stored and processed in a database for the purposes of administering the Competition and in connection with any advertising mentioned in these Terms and Conditions. Such information will not be used for any other purpose other than as stated in these Terms and Conditions or as separately accepted by Team Members. If Team Members have separately agreed to receive communications from either of the Organising Parties then their personal data may be used for such purposes, including direct marketing. Please note that in processing the information in this way, The Organising Parties may disclose the information to other companies in its group or to third parties employed by the Promoter and/or the Sponsor. The Organising Parties shall at all times comply with applicable Data Protection regulations currently in force in the UK.
32. If there is any reason to believe that there has been a breach of the Terms and Conditions, or incorrect, illegible, fraudulent or other invalid or improper information has been provided, either of the Organising Parties may, at their discretion, refuse to process an entry or provide the Prize.
33. The Organising Parties reserve the right to verify all Team Members.
34. A decision of either of the Organising Parties will be final in all Competition circumstances and no correspondence will be entered into.
35. The FA reserves the right to amend these Terms and Conditions at any time by publishing an updated version on the Website. Any amendments will have immediate effect on publication unless otherwise specified.
36. If any of these Clauses should be determined to be illegal, invalid or otherwise unenforceable then it shall be severed and deleted from these terms and conditions and the remaining Clauses shall survive, remain in full force and effect.
37. These terms and conditions are governed by the laws of England and Wales. Any disputes arising under or in connection with them shall be subject to the exclusive jurisdiction of the courts of England.