

# THE FA FIVES 2020, IN PARTNERSHIP WITH BBC SPORT TERMS AND CONDITIONS

The following Terms and Conditions apply to THE FA FIVES 2020 Competition (the "Competition"). The promoter of the Competition is the Football Association Limited ("The FA"), Wembley Stadium, Wembley, London HA9 OWS. The Competition is also being run in conjunction with the BBC and partners from County FAs ("CFAs"), Club Community Organisations ("CCOs"), Small Sided Football Providers ("SSPs"), University Sites ("HE") and College Sites ("FE"). CFAs, CCOs, SSPs, HEs and FEs, along with any other body (such as the local council, non-league club and leisure operator) that organises, hosts or runs a part of the Competition, are hereafter referred to as the Tournament Organisers.

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 FA, the BBC and/or the Tournament Organisers.

- 1. Entry to the Competition opens on 4 March 2020 (the "Opening Date") and will close at midnight on 23 April 2020 (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 open to male and female residents in England who are aged twelve (12) or above on the Closing Date, with the exception of participants in the Youth Disability category, who must be over the age of eleven (11) and under the age of sixteen (16) as at 31<sup>st</sup> August 2019. Under The FA's Rules & Regulations, players participating in a match who are over the age of sixteen (16), must be of the same gender unless participating within the Mixed 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 manager (the "Team Manager").
- 4. Entries are on a first come, first served basis and the Organising Parties have the final decision on entrants.
- 5. Entries not in accordance with these Terms and Conditions are invalid.
- 6. In order to enter the Competition as a team, the Team Manager must register the Team by:
  - visiting TheFA.com/THEFAFIVES (the "Website");
  - searching for a session to play in; and
  - completing the entry journey (including (i) creating a team, registering as the Team Manager (and as a Team Member, if applicable), (iii) providing their date of birth, contact email and phone number, and (iv) inviting players to join the team as Team Members).

All mandatory fields must be completed.



- 7. Any Team entering a youth category (U16 Male, U16 Female, U14 Male, U14 Female and Youth Disability categories) must register a Team Manager who will take responsibility for the players at FA FIVES events. Both the Team Manager and any Assistant Manager must be aged over 18 years and have an FA-accepted DBS Check dated within three years.
- 8. In order to be registered as a member of a team, all Team Members must also sign up to THE FA FIVES individually by completing the entry journey and providing a contact email and mobile number. This must be completed for each Team Member to be eligible for any of The Prizes. For the avoidance of doubt, the Team Manager must not complete the individual sign up journey on behalf of any other player.
- 9. Any player under the age of 16 at the point of registration must be registered by a parent or guardian.
- 10. The Team Manager will act as the primary point of contact with The FA and/or the Tournament Organiser (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. In each round of the Competition, the mobile number of the Team Manager will be shared with the Tournament Organiser to facilitate the running of the Competition. This will be used for the delivery of the Competition only, including in circumstances where the Team fails to register at the event by the stated arrival time.
- 11. In the event of any changes and/or updates being made to an event between signing up and the first match being played, all Team Members will be individually informed by email.
- 12. Individual entrants ("Individual Players") can also sign up to take part in the Competition and must also comply with the provisions of these Terms and Conditions. To enter as an Individual Player you will register in the same way as a team via TheFA.com/THEFAFIVES and follow the instructions. Individual Players will be placed into a team by The FA where possible. Notwithstanding this, The FA cannot guarantee that an Individual Player will be placed into a team by The FA. In the event that an Individual Player cannot be placed within a team, The FA will inform the Individual Player by email.
- 13. The Organising Parties reserve the right to expel any team, Team Member or Individual Player from the Competition if any of them deems that team, Team Member, Team Manager or Individual Player:
  - To be acting in an unsportsmanlike fashion;
  - To be acting outside the principles of fair play;
  - To be acting in a way that damages the image of the Competition;
  - To be acting in a manner which risks the safety, security or welfare of any individual; and/or
  - Not to meet the eligibility criteria set out in these Terms and Conditions and on any other publicly available materials published by The FA in relation to the Competition.
- 14. The Organising Parties hold sole and absolute discretion in this regard and their decision will be final and binding.
- 15. Any team, Team Member, Team Manager or Individual Player 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 any of the Organising Parties and will be final and binding.

#### **Teams**

- 16. Teams will be made up of a minimum of five (5) and a maximum of seven (7) Team Members and will be registered by The FA under a team name of the team's choice (subject to clause 18 below).
- 17. Team Managers must select their final team for THE FA FIVES by midnight on 23 April 2020. This can be done on the system at <a href="https://THEFAFIVES.thefa.com/">https://THEFAFIVES.thefa.com/</a>
- 18. Any Team Member that is not selected for a final team will be informed of his Team Manager's decision by email.
- 19. Once the Competition has started the Organising Parties may permit up to two (2) Team Members of any team to be replaced between rounds. The Organising Parties' decision will be final. If a team qualifies for a Regional Final, no Team Members from that team are permitted to go on and play for any other team.
- 20. 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. The Organising Parties have the final decision on such matters and that decision shall be binding.

# **Player Eligibility**

- 21. The Competition shall be run in accordance with particular categories, as follows. Each Competition category will be age specific and is open to all teams who are classified within the below classifications.
  - Youth Disability The player must be over the age of 11 and under the age of 16 as at midnight on 31 August 2019
  - Under 16 Male The player must be over the age of 14 and under the age of 16 as at midnight on 31 August 2019
  - Under 16 Female The player must be over the age of 14 and under the age of 16 as at midnight on 31 August 2019
  - Under 14 Male The player must be over the age of 12 and under the age of 14 as at midnight on 31 August 2019
  - Under 14 Female The player must be over the age of 12 and under the age of 14 as at midnight on 31 August 2019
  - Open Age Male Attained the age of 16 on the day of the local Round One event
  - Open Age Female Attained the age of 16 on the day of the local Round One event
  - Male Veterans Attained the age of 35 on the day of the local Round One event
  - Female Veterans Attained the age of 35 on the day of the local Round One event
  - Adult Disability Attained the age of 16 on the day of the local Round One event
  - Female Walking Football Attained the age of 40 on the day of the local Round One event
  - Mixed Walking Football Attained the age of 50 on the day of the local Round One event



- 22. All Team Members and Individual Players must be of full amateur status.
- 23. Below outlines the eligibility criteria for each of the categories within the Competition.

# Adult Male and Male Veterans categories

24. No Professional or Semi-Professional football player(s) are permitted to enter the Competition. For the avoidance of doubt, any Team Members or Individual Player(s) that have played in the top 8 levels (as set out below) of English Football since 1<sup>st</sup> August 2019 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	The National League (Vanarama National League)						
6	The National League North (Vanarama National League North)			The National League South (Vanarama National League South)			
7	Northern Premier Football League Premier Division (BetVictor Northern Premier, Premier Division)		Southern Football League Premier Division Central (BetVictor Southern League, Premier Division Central)	Southern Football League Premier Division South (BetVictor Southern League, Premier Division South)	Isthmian League Premier Division (BetVictor Isthmian League, Premier Division)		
8	Northern Premier League Division One North West (BetVictor Northern Premier, First Division North West)	Northern Premier League Division One South East (BetVictor Northern Premier, First Division South East)	Southern Football League Division One Central (BetVictor Southern League, Division One Central)	Southern Football League Division One South (BetVictor Southern League, Division One South)	Isthmian League Division One North (BetVictor Isthmian League, Division One North)	Isthmian League Division One South Central (BetVictor Isthmian League, Division One South Central)	Isthmian League Division One South East (BetVictor Isthmian League, Division One South East)



# **Adult Female and Female Veterans categories**

- 25. No Professional or Semi-Professional football player(s) are permitted to enter the Competition. For the avoidance of doubt, any Team Member or Individual Player(s) that have played in the levels (as set out below) of English Football since 1<sup>st</sup> August 2019 are not permitted to play in the Competition:
  - a. The Barclays FA Women's Super League
  - b. The Barclays FA Women's Super League Academy League
  - c. The FA Women's Championship
  - d. The FA Women's National League Northern and/or Southern Premier Divisions
- 26. Any team(s) found to be fielding ineligible players will be immediately disqualified from the Competition. This applies to all stages of the tournament; Round One events, Reginal Finals and the National Finals.
- 27. The FA shall have the right, at its sole and absolute discretion, to withdraw any prize awarded to a team if that team is found to be fielding or have fielded ineligible players (whether as Team Members or Individual Players).
- 28. Teams arriving late for a fixture may forfeit the fixture and be disqualified from the Competition. This shall be at the discretion of the Organising Parties and shall be final and binding.
- 29. Teams will be expected to provide themselves, for each of their Team Members, the following (including but not limited to):
  - Team kits; shirts, shorts, socks; shin pads and football boots with moulded or astro turf trainers.
     Shirts (including Goalkeeper) in black or dark in colour should be avoided if possible. Team
     Members will only be permitted to wear football boots with blades or non-moulded studs if playing on grass pitches;
  - Team Members and Individual Players will be liable for all travel and costs associated with their participation in the Competition (including Round One events, the Regional Finals and the National Finals). For the avoidance of doubt the Organising Parties will not contribute to these costs in any way; and
  - Individual Players will be provided with bibs for their wild card team on the day of their match.

#### **Tournament Rules**

- 30. Save for as expressly amended or modified by the Terms and Conditions, the applicable laws of the game for THE FA FIVES shall be The Football Association's Small Sided Football Rules found in the FA Handbook (the "Tournament Rules") (http://www.thefa.com/football-rules-governance/lawsandrules/fa-handbook). The only exceptions to this are as follows:
  - a. Teams shall consist of a maximum of 5 players per team and 2 substitutes (total of 7 players) instead of 8 players per team; and,



b. Walking Football which shall be played in accordance with The FA's Walking Football Laws of the Game (http://www.thefa.com/news/2018/oct/08/walking-football-revised-laws-of-the-game-081018).

For the avoidance of doubt the Tournament Rules shall include The FA's Discipline Process for Small Sided Football or such other process as issued by The FA to participating teams from time to time.

- 31. Team Members and Individual Players are reminded of the General Principle of the Tournament Rules that where not otherwise stated in the Tournament Rules, the FA Handbook 2019-20 (the "FA Rules") apply with exceptions (e.g. there is no offside in Small Sided Football).
- 32. Round One events will consist of a group stage, followed by a knockout stage (the "Local Heats"). A minimum of one (1) team from each Round One event will progress to one of five Regional Final events (the "Regional Finals").
- 33. Teams will be notified of their Regional Final venue via email following the weekend of 2 and 3 May 2020.
- 34. Teams may <u>not</u> enter into more than one (1) local Round One event. Any team that is found to have entered into more than one local Round One event will have any subsequent entries cancelled and will be removed from the Competition.

## **Regional Finals**

- 35. The Regional Final events (the "Regional Finals") will be held on 30/31 May 2020 at five locations in England. The venues for the five Regional Finals will be made public between 4 March and 27 March 2020.
- 36. The Regional Finals will consist of a group stage, followed by a knockout stage. The winning team from each Regional Final shall progress to the national finals (the "National Finals").
- 37. In the event of a draw in the knockout stages of each round in the Regional Final, the match will be decided by penalties. The penalties will consist of three (3) rounds followed by 'sudden death' penalties if necessary.
- 38. If any qualified Team is unable to attend a Regional Final, The FA reserves the right to select a replacement team to take their place and this decision will be final and binding.
- 39. The FA reserves the right to move the location of any Regional Final at any time prior to the Regional Final date and will inform all teams of the new location.

### **National Finals**

- 40. The National Finals will be held on 12/13 June 2020 (the "National Finals Date") at a venue at Wembley Park in London.
- 41. If any Team is unable to attend the National Finals, The FA reserves the right to select a replacement team to take their place and this decision will be final and binding.



42. The FA reserves the right to move the location of the National Finals at any time prior to the National Finals Date and will inform all teams of the new location.

#### The Prizes

- 43. Every team that enters THE FA FIVES and registers their full details completing all mandatory fields, and participates in the Round One event will be entered into a ballot to win one General Admission ticket per Team Member (up to a maximum of seven (7)) to attend the UEFA EURO 2020 Group D match between England and Croatia on Sunday 14 June 2020 at Wembley Stadium. Any winning Youth Disability category team will receive three (3) extra tickets (10 in total, for the team) which must be used by adults over the age of 18 to accompany the team. Any winning U16 Male, U16 Female, U14 Male, U14 Female and Adult Disability teams will receive two (2) extra tickets which must be used by adults over the age of 18 to accompany the team. The prize is available to five teams in total across all categories and the ballot will be drawn within five working days of the completion of Round One and winners contacted directly. If your team wins these tickets through the ballot, and then goes on to win the National Finals, you will not be entitled to claim these tickets and instead will win the prize set out in paragraph 45.
- 44. The winning team in each category at each Regional Final will receive:
  - a. The right to represent their Region at THE FA FIVES National Finals at Wembley Park on Friday
     12 and Saturday 13 June
  - b. One invitation per Team Member as a guest of The FA and BBC to the official UEFA EURO 2020 launch party at Boxpark Wembley on the evening of Friday 12 June to include a live screening of the UEFA EURO 2020 Opening match in Rome.
  - c. Guaranteed entry (tickets) to the official UEFA EURO 2020 London Fan Zone and screening of England's UEFA EURO 2020 opening match versus Croatia in London on Sunday 14 June.

If the winning team at the Regional Final progresses to win the National Finals, the prize listed under 44 (c) above will not apply and instead, the winning team will win the prize set out in paragraph 45 below. Also, if your team has already won tickets through the ballot (as described in paragraph 43), the prize listed under paragraph 44(c) will not apply.

- 45. The winning team in each category at the National Finals will each receive one General Admission ticket per Team Member (up to a maximum of seven (7)) to attend the UEFA EURO 2020 Group D match between England and Croatia on Sunday 14 June 2020 at Wembley Stadium. The winning Youth Disability category team will receive three (3) extra tickets (10 in total, for the team) which must be used by adults over the age of 18 to accompany the team. The winning U16 Male, U16 Female, U14 Male, U14 Female and Adult Disability teams will receive two (2) extra tickets which must be used by adults over the age of 18 to accompany the team.
- 46. All Prizes are 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 (for example, the cancellation or postponement of the match), 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 Prizes including,



without limitation, meals, personal expenses and insurance in connection with the Prizes. Winners are strictly prohibited from selling or giving away the Prize to any other person.

- 47. The FA will provide the winners of Prizes with further details of how to claim their Prize between 10 May 2020 and 13 June 2020.
- 48. In respect of the ballot prize only, the winning teams' names and counties will be made available after the end of the Competition to those who send a self-addressed envelope to 'THE FA FIVE 2020' to The FA's address set out at the top of these Terms and Conditions.
- 49. Where the prize involves attendance at a UEFA EURO 2020 match at Wembley, 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.
- 50. Winners must also comply with all of UEFA, The FA or Wembley Stadium's conditions for entry (including ticket terms and conditions) and any applicable ground or health and safety regulations (including those available on the <a href="Wembley Stadium website">Wembley Stadium website</a>).

#### General

- 51. Team Members acknowledge that by entering the Competition they may be required 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 (including the Organising Parties) if so requested, with no further recompense.
- 52. Each Team Member, Team Manager and Individual Player acknowledges that by registering for the Competition, the Organising Parties (and third parties authorised by The FA in accordance with its Privacy Policy) may now and in the future use, exploit and make available the names, details, and images of all Team Members, Team Mangers and Individual Players in any medium whatsoever including (but not limited to) a website (including 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 FIVES 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 FIVES brand.
- 53. 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.
- 54. 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 a Team Member of Individual Player as a result of entering the Competition, not being able to enter into the Competition or accepting the Prize. The FA further disclaims liability for any injury or



damage to your or any other person's computer, tablet, mobile phone or other device or IT system 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.

- 55. 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.
- 56. 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.
- 57. Team Members' and Individual Players' personal information will be collected, stored and processed in a database for the purposes of administering the Competition as described in The FA's Privacy Policy which can be found at http://www.thefa.com/public/privacy (the "Privacy Policy"), which you are deemed to have read and acknowledge in entering this 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 in the Privacy Policy. 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. The Organising Parties shall at all times comply with applicable data protection legislation currently in force in the UK.
- 58. 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, any of the Organising Parties may, at their discretion, refuse to process an entry or provide the Prize.
- 59. The Organising Parties reserve the right to verify all Team Members and Individual Players.
- 60. A decision of either of the Organising Parties will be final and binding in all Competition circumstances and no correspondence will be entered into.
- 61. All yellow, red and blue cards administered on the day of any match shall be considered as final and binding and will not be subject to any further challenge or consideration. However, should misconduct take place which extends further than a sending off (including, without limitation, serious misconduct), all discipline reports received involving Team Members, Individual Players, Team Managers and teams will be forwarded to the relevant County Football Associations for them to investigate and take appropriate action.
- 62. A Team Member, Individual Player or Team Manager who is dismissed from the field of play or from the side line for spitting, violent conduct or serious foul play shall not take any further part in the Competition.
- 63. A Team Member or Individual Player who is dismissed from the field of play for denying a goal scoring opportunity, use of offensive and or abusive language or receiving two cautions in a match



will be immediately suspended for the next fixture, or until such time as that team have completed one (1) fixture within the Competition.

#### PROTESTS, CLAIMS, COMPLAINTS

- 64. All questions of eligibility, qualification of Team Members and/or Individual Players or interpretations of the Rules shall be referred to the Tournament Organiser on the day of the respective match for their consideration.
- 65. Complaints made to the Tournament Organiser should only be referred to The FA by the Tournament Organiser in cases where the Tournament Organiser decides in accordance with The FA's guidance that there are applicable exceptional circumstances. Such referrals should be made by email to The FA (EventHost@THEFAFIVES.co.uk) within 7 days of the date of occurrence of the incident.
- 66. A member of an Organising Party who is also a member of any Team involved shall not be present (except as a witness or representative of their Team) when such protest or complaint is being determined.
- 67. The FA may at times further investigate the protest or complaint referred to The FA by a Tournament Organiser in relation to an incident by speaking to any party or person they deem appropriate in order to determine the outcome of its investigation of such incident.
- 68. All decisions made by The FA will be final and binding and are not subject to any further challenge.
- 69. 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.
- 70. 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.
- 71. 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, save for that any disputes or differences regarding the Tournament Rules shall be resolved in accordance with the FA Rules.