

Annex 6

THE SCOTTISH PROFESSIONAL FOOTBALL LEAGUE CHALLENGE CUP COMPETITION REGULATIONS

1 Introduction

- 1.1 Any word or phrase used in these Regulations which is defined in the Articles or Rules and which is not defined in these Regulations has, unless the context requires otherwise, the defined meaning ascribed to it in the Articles or Rules.
- 1.2 Where, in these Regulations, reference is made to a Regulation by number the reference is to a Regulation of these Regulations.
- 1.3 In these Regulations references to Clubs and clubs includes clubs from another Recognised League (as defined). In the case of Colt Teams playing in the Competition it is the Premiership Club whose Under 21 team is playing in the Competition which is the participant in the Competition and which is the “Club” for the purposes of these Regulations.
- 1.4 A reference to a Club or club in these Regulations includes, unless the context requires otherwise, the owner and operator of such Club or club.
- 1.5 In these Regulations, unless the context otherwise requires:
 - 1.5.1 **“Competition”** means The Scottish Professional Football League Challenge Cup;
 - 1.5.2 **“Extra Time”** means an additional 30 minutes of play where to score is tied at the final whistle, operated in accordance with these Regulations and the procedures laid down by the International Football Association Board’s Laws of the Game;
 - 1.5.3 **“Match Ground”** means the Registered Ground or such other grounds and/or stadia at which the Home Club intends to play and plays a Home Match, up to a maximum of 2 in any Competition year in respect of any 1 Club/club, approval of which other grounds and/or stadia must be applied for in writing 7 days in advance of a Match to the Company;
 - 1.5.4 **“Home Club”**, which includes club, means the Club/club at whose ground the relevant Match should be or should have been played and where ground sharing is in operation or the Match is to be played or is played at a neutral venue, the Club/club whose name appears first;
 - 1.5.5 **“Matches”** means matches and ties played or to be played in the Competition;
 - 1.5.6 **“Over Age Player”** means a Player: (i) who is League Registered with the Club of a Colt Team or who is the subject of a Temporary Transfer by a Club; and (ii) who

was 20 or more years old on 31 December of the year before the year in which the relevant Season commences;

- 1.5.7 **“Penalty Kicks”** means kicks taken from the penalty mark in accordance with these Regulations and the procedures laid down by the International Football Association Board’s Laws of the Game;
- 1.5.8 **“Recognised League”** means any league recognised by the Scottish FA from time to time;
- 1.5.9 **“SHFL”** means the Scottish Highland Football League;
- 1.5.10 **“SLFL”** means the Scottish Lowland Football League; and
- 1.5.11 **“Visiting Club”**, which includes club, means the Club/club which should play or should have played any Match on the ground of the Home Club and where ground sharing is in operation or the Match is to be played or is played at a neutral venue, the Club/club whose name appears second.

2 **Title**

The Competition shall be known as The Scottish Professional Football League Challenge Cup (“the Competition”) or by any other title, including by branding, naming, sponsorship or the like, assigned to it from time to time by the Board.

3 **Board Powers**

- 3.1 The Board shall have full power to conduct, operate and control the Competition in terms of these Regulations and where a circumstance is not provided for in these Regulations, the Rules or in the Laws of the Game the matter shall proceed as determined by the Board.
- 3.2 Pursuant to Regulations 4.18 and 8.7, the venue and ticket pricing for the Final shall be determined by the Board. The Board shall also have full power to determine the number of tickets that will be allocated to each Club/club participating in the Final.
- 3.3 In the event that any matter or thing shall arise in relation to the Competition which is not provided for in these Regulations or if any conflict shall arise between a matter provided for in the Rules and these Regulations then the Board shall be entitled to make whatever arrangements and determinations and give such directions to Clubs/clubs as the Board shall think appropriate in order to ensure the efficient operation and completion of the Competition.

4 **Competition Format**

- 4.1 The Competition shall take place and be governed by these Regulations and by the Rules

and other Regulations of the Scottish Professional Football League and shall be played in accordance with the Laws of the Game. All Clubs/clubs, Players and Match Officials participating in the Competition shall be bound by and comply with these Regulations (and any rule, regulation, direction, decision or determination issued pursuant to these Regulations).

4.2 The Competition shall be contested by:

- 4.2.1 all Clubs in the Championship, League One and League Two of The Scottish Professional Football League in the preceding Season;
- 4.2.2 the four clubs that finished in the top four places in the SHFL in the preceding season, or such other clubs in the SHFL as the Board in its sole discretion considers appropriate (the “**Highland League clubs**”);
- 4.2.3 the four clubs that finished in the top four places in the SLFL in the preceding season, or such other clubs in the SLFL as the Board in its sole discretion considers appropriate (the “**Lowland League clubs**”);
- 4.2.4 the two clubs that finished in the top two places in the Northern Ireland Football League Premiership in the preceding season, or such other Northern Irish clubs as the Board in its sole discretion considers appropriate (the “**Northern Irish clubs**”);
- 4.2.5 the two clubs that finished in the top two places in the Welsh Premier League in the preceding season, or such other Welsh clubs as the Board in its sole discretion considers appropriate (the “**Welsh clubs**”);
- 4.2.6 after excluding the clubs that qualified for UEFA owned and operated competitions in the preceding season, the two clubs that finished highest in the League of Ireland Premier Division, or such other clubs from the Republic of Ireland as the Board in its sole discretion considers appropriate (the “**Republic of Ireland clubs**”);
- 4.2.7 after excluding the clubs that were promoted to the English Football League in the preceding season, the two clubs that finished highest in the English National League, or such other English clubs as the Board in its sole discretion considers appropriate (the “**English clubs**”); and
- 4.2.8 12 teams consisting of, subject to Regulation 7.5, only Players: (i) who had not attained the age of 20 years on 31 December of the year before the year in which the relevant Season commences, of Clubs entitled during the relevant Season to participate in the Premiership; or (ii) Players who had not attained the age of 20 years on 31 December of the year before the year in which the relevant Season commences and who are the subject of a Temporary Transfer

by such a Club and/or such other Clubs/clubs as the Board shall consider appropriate, including from the Premiership and from any league recognised by the Scottish FA (the “**Colt Teams**”).

- 4.3 Before the start of the Competition in each Season the Board shall notify the Clubs required to take part in the Competition (being the League Clubs specified at Regulation 4.2.1 and the Clubs required to provide Colt Teams) and shall invite, through their respective Recognised Leagues and/or directly, such clubs as may be identified in discussion with such Recognised Leagues and/or as shall be considered appropriate by the Board to participate in the Competition in the relevant Season.
- 4.4 The Board shall, in its sole discretion, determine the arrangements and methodology of the balloting to be held in respect of each round of the Competition with a view to fulfilling the Competition principles set out in the remaining Sub-Regulations of this Regulation 4.
- 4.5 The Competition shall be played in numbered rounds designated as follows “[Number] Round” and “[Quarter Final/Semi Final/Final]”.
- 4.6 In all rounds the Competition shall be conducted on ‘knockout’ basis with the winner being the Club/club with the greater number of goals at full-time. In all Matches other than the Semi-Finals and Final, if the scores are equal at full-time or no goals have been scored the winner shall be determined by taking Penalty Kicks. In respect of the Semi-Finals and Final, if the scores are equal at full time or no goals have been scored, Extra Time will be played and, if the scores are still equal or still no goals have been scored at the end of such Extra Time, the winner shall be determined by taking Penalty Kicks.
- 4.7 If Penalty Kicks are required, the Match referee determines which goal will be used as follows:
- 4.7.1 if the Match referee determines that either goal could be used for the Penalty Kicks, then, in the presence of the two captains, the referee shall toss a coin to decide which goal will be used; or
- 4.7.2 if for reasons of safety/security, condition of the field of play, lighting or other reason, the Match referee determines that a particular goal shall be used for the Penalty Kicks, such decision is final and requires no justification.
- 4.8 Following the procedure set out in Regulation 4.7, the Match referee shall toss a coin and the Club/club that wins the toss shall decide whether to take the first or second Penalty Kick.

First Round

- 4.9 The draw for the First Round shall comprise the following 24 Clubs and clubs:

- 4.9.1 the four Highland League clubs;
 - 4.9.2 the four Lowland League clubs;
 - 4.9.3 the 12 Colt Teams; and
 - 4.9.4 four League Two Clubs (being the four Clubs that finished in the bottom four places in League Two in the preceding Season).
- 4.10 The draw for the First Round shall be conducted in accordance with the following principles:
- 4.10.1 the 24 Clubs/clubs shall be divided into two broadly regionalised sections – North and South- with 6 Colt Teams and 6 non-Colt Teams being allocated to each section;
 - 4.10.2 the Board shall, in accordance with this Regulation, determine which Clubs/clubs are allocated to which section;
 - 4.10.3 a seeded draw shall produce 6 Matches in each section, with non-Colt Teams being seeded and drawn against Colt Teams; and
 - 4.10.4 the first Club/club drawn in each Match shall be the Home Club.

Second Round

- 4.11 The draw for the Second Round shall comprise the following 28 Clubs/clubs
- 4.11.1 the 12 winning Clubs/clubs from the First Round;
 - 4.11.2 the six remaining League Two Clubs in the relevant Season; and
 - 4.11.3 the 10 League One Clubs in the relevant Season.
- 4.12 The draw for the Second Round shall be conducted in accordance with the following principles:
- 4.12.1 the 28 Clubs/clubs shall be divided into two broadly regionalised sections – North and South;
 - 4.12.2 the Board shall, in accordance with this Regulation, determine which Clubs/clubs are allocated to which section;
 - 4.12.3 and unseeded draw shall produce 7 matches in each section; and
 - 4.12.4 the first Club/club drawn in each Match shall be the Home Club.

Third Round

- 4.13 The draw for the Third Round shall comprise the following 32 Clubs/clubs:
- 4.13.1 the 14 winning Clubs/clubs from the Second Round;
 - 4.13.2 the 10 Championship Clubs in the relevant Season;
 - 4.13.3 two Welsh clubs;
 - 4.13.4 the two Northern Irish clubs;
 - 4.13.5 the two Republic of Ireland clubs; and
 - 4.13.6 the two English clubs.
- 4.14 The draw for the Second Round shall be conducted in accordance with the following principles:
- 4.14.1 the 32 Clubs/clubs will be divided into 5 'Pots' as follows, with there being a pre-draw to determine which country shall be allocated to Pots A, B, C and D:
 - 4.14.1.1 Pot A, B,C or D: the two Welsh clubs, the two Northern Irish clubs, the two English clubs or the two Republic of Ireland clubs;
 - 4.14.1.2 Pot A, B,C or D: the two Welsh clubs, the two Northern Irish clubs, the two English clubs or the two Republic of Ireland clubs;
 - 4.14.1.3 Pot A, B,C or D: the two Welsh clubs, the two Northern Irish clubs, the two English clubs or the two Republic of Ireland clubs;
 - 4.14.1.4 Pot A, B, C or D: the two Welsh clubs, the two Northern Irish clubs, the two English clubs or the two Republic of Ireland clubs;
 - 4.14.1.5 Pot E: the remaining 26 Clubs/clubs eligible to participate in the Second Round in accordance with Regulation 4.13.
 - 4.14.2 the first Match will be determined by drawing one club from Pot A and one Club/club from Pot E, with the club drawn from Pot A being the Home Club;
 - 4.14.3 the second Match will be determined by drawing one Club/club from Pot E and one club from Pot A, with the Club/club drawn from Pot E being the Home Club;
 - 4.14.4 the third Match will be determined by drawing one club from Pot B and one Club/club from Pot E, with the club drawn from Pot B being the Home Club;
 - 4.14.5 the fourth Match will be determined by drawing one Club/club from Pot E and

- one club from Pot B, with the Club/club drawn from Pot E being the Home Club;
- 4.14.6 the fifth Match will be determined by drawing one club from Pot C and one Club/club from Pot E, with the club drawn from Pot C being the Home Club;
- 4.14.7 the sixth Match will be determined by drawing one Club/club from Pot E and one club from Pot C, with the Club/club drawn from Pot E being the Home Club;
- 4.14.8 the seventh Match will be determined by drawing one club from Pot D and one Club/club from Pot E, with the club drawn from Pot D being the Home Club;
- 4.14.9 the eight Match will be determined by drawing one Club/club from Pot E and one club from Pot D, with the club drawn from Pot E being the Home Club; and
- 4.14.10 the remaining 8 Matches will be determined by means of an unseeded draw with the first Club/club drawn in each Match being the Home Club.

Match system – Fourth Round, Quarter Finals and Semi Finals

- 4.15 The 16 winners of the Third Round shall contest the Fourth Round. The Fourth Round Matches are determined by means of an unseeded draw, with the first Club/club drawn in each Match being the Home Club.
- 4.16 The eight winners of the Fourth Round shall contest the Quarter Finals. The Quarter Final Matches shall be determined by means of an unseeded draw, with the first Club/club drawn in each Match being the Home Club.
- 4.17 The four winners of the Quarter Finals shall contest the Semi Finals. The Semi Final Matches shall be determined by means of an unseeded draw, with the first Club/club drawn in each Match being the Home Club.

Final

- 4.18 The winner of each of the Semi Finals shall contest the Final. The Final shall be played at a Neutral Venue determined by the Board.

Matches

- 4.19 All Matches, including any re-scheduled Match will be played on a date and at a time determined by the Board.
- 4.20 In the event that the Board considers it appropriate the Board shall be entitled to schedule and/or re-schedule the date and/or time of any Match and to determine the venue and/or change the venue for any Match.
- 4.21 The Board shall have power to waive or allow with conditions the use either in advance

or retrospectively of any stadium for a Match where a Club/club is the Home Club notwithstanding any inability or failure of such Club/club to comply with any provision of the otherwise applying Regulations and/or Rules.

- 4.22 Each Club/club shall play in all Matches in the Competition in which it is scheduled to play by the Board and at any rescheduled date, time and/or venue as determined from time to time by the Board.
- 4.23 Any Club/club without just cause failing to fulfil its fixture obligations in respect of a Match on the appointed date or dates shall be liable to be disqualified and/or subject to such other punishment as the Board may determine.
- 4.24 Both teams shall enter the field of play together in Matches along with the Match Officials no later than five minutes prior to the scheduled kick-off time.
- 4.25 All kick-offs must adhere to the time fixed by the Board. Club/clubs and referees must report any delays to the Board. Any Club/club causing a kick-off to be delayed by 15 minutes or more from the time advertised without sufficient reason (as determined by the Board in its absolute discretion) will be liable to a fine of up to a maximum of £5,000 for a first offence and for a second or subsequent offence occurring within two years of the first offence shall be dealt with in accordance with the provisions of Section J of the Rules.
- 4.26 No Match shall be postponed except on the instructions of the appointed Match referee, the pitch inspector or the Board.
- 4.27 If a Match is postponed other than by the Board, such postponement shall be reported to the Secretary immediately by the appointed Match referee.
- 4.28 If a Match is postponed with the consent of the Board (other than the Semi Finals and Final), it shall be the obligation of the Home Club to immediately notify the appointed Match Officials of such postponement. In the case of the Semi Finals and Final, it shall be the Company's obligation.
- 4.29 Without prejudice to any sanctions which may be imposed for a breach of these Regulations, a Club/club failing to fulfil a fixture obligation shall be liable to pay compensation for any expenses reasonably incurred by the opposing Club/club and Match Officials as a result of the failure. The amount of such compensation will be at the discretion of the Board which will consider every such case on its merits.
- 4.30 It is the responsibility of the Home Club to ensure that a qualified medical practitioner, failing which, a qualified paramedic, is in attendance throughout any Match in the Competition. In the case of Matches at neutral venues, the Semi Finals and the Final, it shall be the responsibility of the venue organiser in consultation with the Company to so ensure.

5 **Players**

5.1 Only up to three nominated substitutes for any one Club/club may Play in a Match, except in the event that Extra Time is played in any Match, where in such case a Club/club shall be permitted to use an additional substitute, a fourth in total, during such period of Extra Time. A Player who has been substituted may not Play in that same Match again.

5.2 An authorised Official of each Club/club participating in a Match, must deliver to the Match referee, with a copy to an appropriate Official of the opposing Club/club, a 'Scottish Professional Football League - Match Information Form', in a form from time to time approved for use by the Board, with the match details and match commencement team information sections completed which specifies the Players who will Play in that Match for that Club/club, including the name(s) of the nominated substitute(s), not less than 75 minutes before the scheduled kick-off time. Clubs/clubs shall be entitled to specify up to 18 such Players on such form. The completed form delivered to the Match referee and copied to the opposing Club/club shall state:

5.2.1 the Competition in which the Match is to be played, the Clubs/clubs which will participate in the Match and the date, time and place of the scheduled Kick-off;

5.2.2 the full names of the Players who may Play for each of the Clubs/clubs in the match, their squad numbers, if any, their dates of birth and the designated team captain;

5.2.3 as the first Player listed, the Player who will fulfil the role of goalkeeper in the starting 11.

The completed form shall also state:-

5.2.4 the colour of the goalkeeper shirt which will be worn by any Player who will Play as the goalkeeper for that Club/club at any stage during such Match;

5.2.5 the colour(s) of shirts which will be worn by all outfield Players who will Play for that Club/club in the relevant Match; and

5.2.6 the names and, in each case, the position held at the Club/club of the up to six persons who may, in addition to the substitutes, occupy positions in the technical area of the relevant Club/club during the Match.

5.3 Any substitutions during the Match must be recorded by the Club/club on the substitution slips and handed to a Match Official prior to each substitution taking place.

If any Player (or substitute Player) named in a Match Information Form referred to in Regulation 5.2 ("**Match Form**") is injured or otherwise incapacitated after the delivery

of that Match Form to the Match referee but before the scheduled kick-off time, the Club/club may add the name of another League Registered Player to the Match Form as a Player or a substitute Player provided that:

- 5.3.1 the Club's/club's doctor (or if unavailable, another doctor), has certified that the injury or incapacity is such that the Player in question cannot reasonably be expected to Play;
- 5.3.2 if the Player in question has been named in the starting 11 they may only be replaced by any of the seven substitutes listed on the initial Match Form. The substitute in question may only then be replaced by, in the case of a Club, a League Registered Player and in the case of a club a player registered with that club at the relevant league not listed on the initial Match Form, so that the quota of substitutes is not reduced;
- 5.3.3 if the Player in question has been named as one of the seven substitutes, they may only be replaced by, in the case of a Club, a League Registered Player and in the case of a club a player registered with that club at the relevant league not listed on the initial Match Form; and
- 5.3.4 if the Player in question is a goalkeeper and no substitute goalkeeper has been named on the initial Match Form, the Player may be replaced by, in the case of a Club, a League Registered Player and in the case of a club a player registered with that club at the relevant league not listed on the initial Match Form.

Any amendment to the Match Form pursuant to this Regulation 5.3 shall be immediately communicated by the relevant Club/club to the Match referee, an appropriate Official of the opposing Club/club and to the media. The Club/club concerned must, upon request, provide the Company with the necessary medical certificates.

- 5.4 Six team Officials plus the Club Doctor, and up to seven substitute Players are allowed to occupy positions in the technical area allocated for their Club/club. i.e. a total of 14 persons. The names of all such persons and their functions must be listed on the Match Form pursuant to Regulation 5.2.
- 5.5 No more than three substitutes from each team shall warm up at any one time in the area designated by the Match referee. The team fitness coach (as indicated on the Match Form) may join the Players warming up and is responsible for the implementation of any instructions from the Match referee.
- 5.6 Substitutes who are warming up in the area designated pursuant to Regulation 5.5 shall wear colours sufficient to distinguish them from those worn by the Players participating in the Match.

6 **Player Colours and Numbers**

- 6.1 At least 7 days prior to all Matches, excluding the Final, the competing Clubs/clubs shall notify each other and the Secretary of the kit it intends its Players to wear in the Match. Such notification shall be made using the SPFL Match Kit Form and include the kit to be worn by the goalkeeper.
- 6.2 If the Secretary determines that there is, or is likely to be, a clash of colours, the Secretary in consultation with the Scottish FA Head of Referee Operations (being the head of the Scottish FA refereeing department by whatever name called), will determine, in accordance with the provisions of this Regulation 6, which colours should be worn by the Clubs/clubs scheduled to compete in the Match. The Secretary will notify the competing Clubs/clubs of the colours to be worn in the Match no later than 48 hours prior to the Match.
- 6.3 Notwithstanding Regulations 6.1 and 6.2, in the event of any dispute with regard to the playing kit to be worn by either Club/club the Match referee's decision as to whether there is a clash of colours shall be final.
- 6.4 When two competing Clubs/clubs having the same or similar first choice colours engage in a Match, the Visiting Club shall play in its second or third choice playing kit which must be different and distinct from the Home Club's first choice playing kit.
- 6.5 In the event of a clash of colours on Match day and the Visiting Club not having with them their alternative registered playing kit, then the Visiting Club will require to play in the Home Club's alternative colours and/or shorts and/or socks or, in the event there is still a colour clash, a combination of the Visiting Club's alternative colours and the Home Club's alternative colours.
- 6.6 In the event of a clash of colours on a Match day when Clubs/clubs are playing at a neutral venue including the Semi Final and Final, both or either competing Clubs/clubs may be required to change to second/third choice colours and/or shorts and/or socks, if directed by the Secretary.
- 6.7 The colour of the goalkeeper shirts must, in all cases, be clearly distinguishable from the colours of the shirts worn by all outfield Players of both competing Clubs/clubs and the Match Officials.
- 6.8 The Players' jerseys and shorts must be clearly numbered, and the numbers must be distinct in colour from the remainder of the Players' kit.
- 6.9 Players participating in a Match and substitutes shall be numbered in accordance with the Match Form delivered to the Match referee pursuant to Regulation 5.2. There must be no change of numbers of or by Players during a Match.
- 6.10 Any Club/club in breach of or failing to fulfil these Regulations, including any club which

is a member of a Recognised League and which participates in the Competition and thereby agrees to be bound by these Regulations and the Rules in so far as relating to and applying to this Competition, shall be liable to be dealt with and sanctioned in accordance with the terms of Section J of the Rules.

7 Eligibility of Players

7.1 Except in the case of a player of a club from another Recognised League taking part in the Competition, to be eligible to Play in the Competition Players must, subject to Regulation 7.6, be League Registered.

7.2 In the case of players of clubs from Recognised Leagues to be eligible to Play in the Competition they must be eligible to Play for the club participating in the Competition in the Recognised League and must be registered with the National Association under the jurisdiction of which such Recognised League operates.

7.3 No Club/club shall Play, or list as a named substitute, any Player who, in the same Season, has already played in a Match by entering the field of play, whether in the starting eleven or by being used as a substitute, for another Club/club in the Competition.

7.4 In the case of Colt Teams participating in the Competition and subject to Regulation 7.5, only Players who:

(i) are not Over Age Players, and

(ii) are League Registered with the Club of the relevant Colt Team or who are the subject of a Temporary Transfer from that Club and who are permitted by the Player Regulations to Play for their transferor Club in the Competition,

are eligible to Play in the Competition.

7.5 A Colt Team shall be permitted, but not obliged, to Play a maximum of two Over Age Players in any Match.

7.6 Each Club/club participating in the Competition shall ensure that its Players who Play in a Match are eligible to Play in that Match.

7.7 Trialists are not eligible to Play in the Competition.

7.8 Any Club/club in breach of or failing to fulfil these Regulations, including any club which is a member of a Recognised League and which participates in the Competition, hereby agrees, and its participating players and Officials agree and are individually and collectively deemed to agree, to be bound by these Regulations and the Rules, in so far as relating to and applying to this Competition, shall be liable to be dealt with and sanctioned in accordance with Section J of the Rules.

7.9 Each Club or Football club, Player, player, Trialist, Club or Football club Official, Match Official, and any other person participating in the Competition, and/or organisation and/or playing of a Competition Match, agrees to observe and be subject to, so far as concerning and/or relating to the Competition, the articles of association, protocols, procedures, rules, decisions and regulations of the Scottish FA, the Articles, Rules, these Regulations and the other Regulations and decisions of The Scottish Professional Football League and the Charter and Regulations, Rules etc. of UEFA and of FIFA, the rules, regulations and the like of any other organisation of which these bodies or the Club or Football club may be a member and each and all of them, except where they have already so submitted by agreement, agrees, including by such participation, that he, she or it submits to the jurisdiction and to the decision making authority of the Scottish FA, The Scottish Professional Football League Limited, UEFA and of FIFA. In the case of any conflict between these Regulations and such articles of association, protocols, procedures, rules, decisions regulations, Articles, Rules, Regulations and Charters then, save in the case where these Regulations confer additional rights, benefits, obligations or remedies on the person or party so submitting, such articles of association, protocols, procedures, rules, decisions regulations, Articles, Rules, Regulations and Charters shall take precedence.

7.10 The provisions of Regulations 7.8 and 7.9 are without prejudice to the provisions of the Rules which relate to or concern the same or similar matters and which Clubs, clubs Players and Club Officials are obligated to comply with.

7.11 Any failure to comply with a provisions of these Regulations and/or with a provision of the Rules which is by its terms applicable to the circumstances arising in this Competition shall constitute a breach of the Rules and shall be determined and any sanction applied in accordance with Section J of the Rules.

8 Admission Prices and Shares of Gates

8.1 In all rounds of the Competition, excluding the Final, the Board Minimum Prices of Ground Admission or the actual admission price paid or payable, whichever is the greater, for each of adults, juveniles and senior citizens shall, after deduction of VAT on the gross admission receipts and deduction of 10% of the net, after VAT, admission receipts, by the Home Clubs/clubs, be divided equally between the two Clubs/clubs participating in each Match. The share of net admission receipts payable to the Visiting Club, in terms of this Regulation, must be paid to the Visiting Club by the Home Club within ten days of the date of the relevant Match. Any Club/club failing to pay, detail or return as before provided, and any Club/club failing immediately to report non-payment of its share of net admission receipts due to it, shall be in breach of these Regulations.

8.2 Where Clubs/clubs in different divisions and/or Recognised Leagues are in opposition against each other, the applicable Board Minimum Recommended Prices of Ground Admission shall be the prices applicable to the Club/club in the higher division.

- 8.3 In the case of Matches played in Ireland the Board Minimum Prices of Ground Admission shall be converted to Euros at the prevailing rate at the date of the Match and rounded to the nearest whole Euro for each class of spectator.
- 8.4 Attendance statistics on forms provided by the League must be sent by the Home Club to the Secretary within three days of each Match. Clubs/clubs failing to comply or making any error therein or any omissions therefrom shall pay a fine of such amount as the Board may determine. In the case of the Final, it shall be the responsibility of the Company to record such information.
- 8.5 Any Home Club wishing to charge less than the Board Minimum Prices of Ground Admission must obtain the written consent of its opponent prior to the Match taking place.
- 8.6 For the Final of the Competition the net admission receipts, after deduction of VAT on the gross admission receipts, shall be identified by the Company. The Match expenses and costs incurred by the Company or for which the Company is liable shall be deducted from such sum identified by the Company and applied in the discharge and/or reimbursement of such Match expenses and costs. After such deduction the Company shall retain 5% of the balance and from the resulting balance there shall be paid to the neutral venue owner and operator for the hire of the stadium and associated services and paid or payable to the neutral venue owner whichever is the greater of £5000 (or in the case of Ireland converted to Euros at the prevailing rate at the date of the Match) and 15% of such resulting balance. The remaining net admission receipts after all such deductions, payments etc. shall have been made and/or allowed for shall be divided equally between and paid to the two competing Clubs/clubs which participated in the Final.
- 8.7 In respect of the Final the Board, after consultation with the participating Clubs/clubs, will determine ticket pricing. Payment for tickets sold by each competing Club/club together with details of tickets sold must be made to the Company not more than ten days after the date of the Match. If a Club/club has had tickets distributed to it for sale then it must return to the Company at the address, date and time specified by the Company in advance of the Final any unsold tickets, failing which it will be deemed to have sold such tickets, to have received the full price for same and shall be bound to account for and pay the price of all such sold and deemed sold tickets to the Company.
- 8.8 The Company shall be entitled to offset all TV and sponsorship revenues received by the Company relating to the Final due to each Club/club against all sums due by each Club/club to the Company and the Club/club or other stadium operator which provided the neutral venue in terms of this Regulation 8.
- 8.9 Any Club/club failing to pay any balance due to the Company or detail or return as before provided within the time specified in this Regulation 8 shall pay a penalty of £3,000 to the Company (or in the case of Ireland converted to Euros at the prevailing rate at the

date of the Match).

- 8.10 Any Club/club failing to pay any balance due to the Company or any sum due to another Club/club or any sum due to the Club/club or other stadium operator which provided a neutral venue shall pay interest from the due date and such interest shall be calculated at a rate of 5% *per annum* over the Bank of England base rate compounded monthly on the first day of each calendar month, until paid in full.
- 8.11 VAT shall be chargeable in addition to all sums provided for in this Regulation 8 which are payable to the Company or to the Club/club or other stadium operator which provided the neutral venue.
- 8.12 In the event of any Match up to and including the Semi Final, being abandoned unfinished or being ordered to be replayed, the entire gate receipts of the replayed Match, after deduction of 15% by the Home Club, will be divided equally between the two competing Clubs/clubs.
- 8.13 In the event of the Final being abandoned unfinished owing to causes over which neither competing Club/club has any control, or being ordered to be replayed, the entire receipts at the replayed Final, after deduction of the expenses of the Company in relation to the Match as determined by the Board, including such % as may be agreed by the Company with the neutral venue owner and operator will be deducted and paid for the hire of the stadium and associated services to the owner and operator which provided the neutral venue for the Final will be divided equally between the two competing Clubs/clubs.
- 8.14 In all rounds of the Competition, excluding the Final, Clubs/clubs shall only be entitled to deduct a limit of 10% of the total number of spectators admitted to a Match subject to such limit not exceeding 1,000 persons. The numbers in excess of this figure must be returned in the gross gate and divided in the ratio of 75% adult, 25% juvenile and senior citizens of the Board Minimum Recommended Prices of Ground Admission.

9 **Admission Arrangements for Visiting Clubs and clubs**

- 9.1 The Home Club shall forward to the Visiting Club 'without charge' tickets, in the numbers set out below, so that they will be in the hands of the Visiting Club on or before the fifth day before the Match (unless under circumstances which render this impracticable) - 10 for Directors' Box, 40 for the Stand.
- 9.2 No Official or Player of the Visiting Club shall be entitled to enter the Home Club's Ground, without a ticket.

10 **Financial Records**

- 10.1 All Clubs/clubs shall keep detailed financial records of their participation in the Competition and the Board may arrange for an inspection of all such records and/or

require delivery of copies of such records within a time specified, with particular reference to turnstile arrangements.

11 Trophy and Awards

- 11.1 The winners of the Competition shall hold the trophy and when it is handed over to the winner, that Club/club shall grant an obligation to return same to the Secretary if and when required and in any case prior to the commencement of the next Season's Competition in the like good order and condition in which it was received.
- 11.2 It shall be the responsibility of the winning Club/club to arrange appropriate insurance cover for the trophy throughout the period when it is held by the Club/club.
- 11.3 The winners and runners-up in the Competition will receive such awards as the Board may decide.
- 11.4 The Board has full discretion to refuse to present a Player of a Club/club with an award (including a medal, trophy, token or other form of prize), which represents their achievement as runner-up and to which they would otherwise be entitled to receive, at any time after the official presentation of such award if the Player refused or failed to collect the award at the appropriate time of its presentation.

12 Match Officials

- 12.1 The Match Officials for all Matches shall be appointed by the Scottish FA.
- 12.2 By accepting the appointment for a Match, each Match Official shall be deemed to have given any consent which may be necessary for the purposes of Part II of the Copyright, Designs and Patents Act 1988 or any statutory modification or re-enactment for the time being in force, for the recording and broadcasting of that Match by or on behalf of the Company.
- 12.3 The level and all other terms of payment for remuneration of Match Officials shall be decided by the Board.
- 12.4 The Company shall pay the fees and expenses of Match Officials in all Matches.
- 12.5 The Match referee shall have power to decide as to the fitness of the ground, its pitch and surrounds in all Matches and each Home Club must take every reasonable precaution to keep its ground in a playable condition.
- 12.6 Referees shall, at the request of the Secretary, or with the consent of the Secretary at the request of either of the competing Clubs/clubs, visit the ground on a date and time before the advertised time of kick-off. Referees shall, in these circumstances, adjudicate on the fitness of the ground and take any appropriate decisions and the Home Club and Secretary shall be notified accordingly.

- 12.7 Match Officials shall normally be present at their appointment at least one and a half hours prior to the advertised time of kick-off, in the event of an earlier inspection being required.
- 12.8 By accepting the appointment for a Match, or to carry out a pitch inspection, each Match Official shall be deemed to accept that he or she is classified as self-employed with regard to accounting for payments due in respect of fees paid to him or her by the Company.
- 12.9 Except by decision of the Board, the consent of the Match referee must be obtained before the kick-off can be altered from the advertised time on the day of a Match.
- 12.10 Referees must immediately report late starts of Matches and late arrivals of assistant referees and/or themselves to the Secretary.
- 12.11 The Match Officials shall have both teams prepared to enter the field of play together five minutes prior to the kick-off time.
- 12.12 The Match Officials must, in a timely fashion and in any event within 24 hours, report in writing to the Scottish FA and to the Secretary, all instances with details of misconduct and/or Unacceptable Conduct of Players, Officials or spectators in accordance with Scottish FA Rules and Regulations and the Rules relating to Unacceptable Conduct.
- 12.13 Within two hours of the end of a Match the referee of that Match shall send a Match Report by email from the ground at which such Match was played to the Secretary and to the Scottish FA containing details of the result of the Match, the participating Clubs/clubs Match Forms, the substitutes used, if any, and the name of any scorers.

13 **Commercial Arrangements**

- 13.1 In connection with the Competition and every Match, the Company shall have power to conclude and administer contracts with commercial sponsors, broadcasters, publishers and others.
- 13.2 Such contracts shall include, but not be restricted to:
- (i) sponsorship of the Competition;
 - (ii) Transmission, Radio Transmission, Other Transmission and recording by any means of the Matches;
 - (iii) commercial exploitation of the League's name, badge, emblem, and trademark in connection with the Competition; and
 - (iv) publications including sound and video recordings relating to the history and fixtures of the Competition.

- 13.3 The Club's/club's and each of them agree to centrally pool and market their rights, facilities and properties relating to and concerning, Radio Transmission and Transmission of Scottish Professional Football League Challenge Cup Matches for exclusive exploitation by the Company of Radio Transmission and Transmission of Scottish Professional Football League Challenge Cup Matches.
- 13.4 Subject that a Club/club shall not, other than in respect of contracts entered into by the Company relating to Radio Transmission or Transmission of Scottish Professional Football League Challenge Cup Matches, be obliged to comply with this Regulation 13.4 if to do so would result in that Club/club being in breach of a contractual obligation entered into prior to the Company determining to enter into the contract concerned, the Clubs/clubs and each of them shall license and otherwise provide to the Company the use of such of their other rights, facilities and properties as may be required by the Company to enable the Company to enter into and/or fulfil the Company's obligations under and in terms of contracts concerning or relating to the Competition.
- 13.5 The Company shall be entitled for the purposes or contracts entered into or to be entered into by the Company in relation to the Competition to sub-license, package or otherwise deal in or with any rights, facilities and properties licensed or otherwise provided to the Company by the Clubs/clubs and each of them.
- 13.6 The Company shall not grant or purport to grant any exclusive right or rights in relation to Other Transmission of Scottish Professional Football League Challenge Cup Matches, which would have the object or effect, whether intentionally or otherwise, of preventing or inhibiting the Clubs/clubs or any of them from exercising any rights available to them, which they are not expressly prohibited from exercising in terms of these Regulations.
- 13.7 Except pursuant to a contract entered into by the Company in relation to the Competition, each of the Clubs/clubs shall in respect of a Match played at their Home Ground procure that there shall not be any Radio Transmission and/or Transmission of all or any part of a Match without the approval of the Board.
- 13.8 The Clubs/clubs and each of them shall not by act or omission infringe any exclusive rights granted by the Company in a contract entered into by the Company in relation to the Competition in relation to Radio Transmission and/or Transmission or otherwise cause any breach thereof to occur.
- 13.9 The Clubs/clubs and each of them shall not grant or purport to grant any exclusive right or rights or generally enter into or accept any obligation in relation to Other Transmission of Scottish Professional Football League Challenge Cup Matches which has or would have the effect, whether intended or otherwise, of preventing, restricting or inhibiting the Company from or disadvantaging the Company in competing with the Club/club or any third party in the Other Transmission of Scottish Professional Football League Challenge Cup Matches.

- 13.10 Where a Club/club shall be involved in the broadcasting and/or transmitting by means of Other Transmission outwith the British Isles of moving pictures of all or any part of a Match, other than pursuant to a contract entered into by the Company in relation to the Competition, it shall use its best endeavours to procure, including by use of legal proceedings at its own instance, that no broadcasting and/or transmission which is or would be prohibited within the British Isles by these Regulations shall be broadcast and/or transmitted by any person or party, whether with or without the permission of the Club/club concerned, within, to or which shall be capable of being received in the British Isles.
- 13.11 Except pursuant to a contract entered into by the Company in relation to the Competition, there shall not, without the approval of the Board, be any Other Transmission, within the British Isles, of moving pictures of all or any part of a Match within any period provided for in a contract entered in to by the Company in relation to or in connection with the Competition and in any event not, in the case of a Match played on a Saturday until midnight on the next day and on any other day until midnight on that day.
- 13.12 Clubs/clubs may enter into commercial arrangements or sponsorship agreements relating to their participation in the Competition provided always that Clubs/clubs ensure that such arrangements or agreements do not conflict with these Regulations, the Rules and/or any commercial arrangements or sponsorship agreements negotiated by the Board on behalf of the Company in relation to or in connection with the Competition.
- 13.13 All commercial income received by the Company in terms of any contract referred to in this Regulation shall be Other Revenue.
- 13.14 The Company shall not contract in a contract entered into by the Company in relation to the Competition so as to require any Home Clubs/clubs to provide, for central exploitation, more than 12 trackside advertising spaces or equivalent at a Match.
- 13.15 Without prejudice to the generality of this Regulation 13 each Club/club must, if required by/for a/the sponsor of all or part of the Competition, make available the following rights, facilities and properties:
- (i) admit the sponsor to its ground for the purpose of photographing any match;
 - (ii) subject to Regulation 13.14 of these Regulations, make available perimeter advertising boards in appropriate positions and/or such time and exposure on LED Perimeter Boards all as the Board may determine;
 - (ii) acknowledge the sponsor on the cover of the Match day programme;
 - (iv) acknowledge the sponsor in at least one public address announcement prior to the Match;

- (i) make available one page of advertising or editorial material in the Match day programme;
- (ii) provide 10 (or in the case of Semi Final and Final Matches such greater number as the Board may determine) complimentary tickets and tickets at face value as directed by the Board in terms of any sponsorship agreement or agreements;
- (iii) provide suitable hospitality for the sponsors and their guests as directed by the Board in terms of the sponsorship agreement or agreements, and
- (iv) provide any other rights, facilities and properties which the Board may require it to provide so as to enable the Company to comply with any sponsorship agreements concluded.

13.16 Clubs and clubs shall be entitled to generate audio-visual coverage of Matches in the Competition in which they participate subject that they may only broadcast and exploit such coverage by means of Other Transmission as if the Match were a League Match and was governed by and subject to the Rules. Where a Club or club is the Visiting Club and wishes to generate such audio-visual coverage the Home Clubs shall afford the Visiting Club accreditation for the members of its media team at the Match and the use, without additional charge, of the available physical facilities, including electronic communication facilities requested by the Visiting Club.

14 **Prohibited Conduct**

14.1 Any Club/club Official, Player or agent acting on any of their behalf's or the Associate of any of them, offering or receiving whether directly or indirectly any payment, benefit, consideration, concession, bonus or any other inducement, to or from another Club/club, Official, Player or agent acting on any of their behalf's or the Associate of any of them or any other person or party other than, in the case of an Official or Player, their own Club/club under and in terms of their contract of service, to influence the result or any other aspect of a Match shall, subject to the terms of these Regulations, be in breach of these Regulations and be liable to such sanction(s) and/or condition(s) which the Board or a Commission shall determine in accordance with Section J of the Rules.

15 **Media Co-operation Requirements**

15.1 At every Match which is televised or in respect of which moving pictures are to be recorded by or on behalf of the Company, Clubs/clubs are required to:

- (i) grant access to reporters, technicians, cameramen, interviewers and others working with or for television, radio and other broadcast media partners with which the Company has a contract under and in terms of Regulation 13 or who are working under a contract with and for the Company to the tunnel and trackside area prior to kick-off for the purpose of approaching Players and

Club/club Officials on the football management and coaching staff of Clubs/clubs for interviews during this period (N.B. the decision whether to speak to such media remains with the individuals themselves and Club/club or team may require that any interview requests are directed through their PR or operations staff) and ensure that branded backdrop boards provided by or on behalf of the League are suitably located for such interviews; and

- (ii) make reasonable provision for the representatives of the Visiting Club's/club's official website.

15.2 At every Match which is televised or in respect of which moving pictures are to be recorded by or on behalf of the Company and/or Clubs/clubs required to:

- (i) ensure that all television and other interviews in front of a camera recording moving images for broadcast take place in front of the branded backdrop boards provided by or on behalf of the League;
- (ii) ensure that its Players participate in the pre-Match "Handshake", if any, and for live televised matches allow at least one cameraman pitch access for the duration of the handshake; and
- (iii) make available at least one Official on the football management or coaching staff of the Club/club and at least one Player who Played in the Match for interview after the Match within 30 minutes of the final whistle, giving priority to broadcast media partners of the Company with which the Company has a contract for the purposes of these Regulations which is broadcasting live (N.B. the League's media guidelines to Clubs/clubs that post-Match interviews should take place within 10 minutes of the final whistle).

16 **Application of Rules**

16.1 Rules A3-A18 (inclusive), B1-B3 (inclusive), C46-C49 (inclusive), F1& F2, G1, G3-G5 (inclusive), G9-15 (inclusive), G28, G46-47 (inclusive), G52-G64 (inclusive), G68-G85 (inclusive), Section H (all), I33-I41, I52-I54, Section J (all), Appendices 1, 2 and 5 and Annexes 1 (Clubs/clubs and teams only), 5, 6 and 8 (Clubs/clubs and teams only) shall apply to the Competition with Matches substituted for League Matches and Play-Off Matches.

Board Minimum Prices for Ground Admission for Challenge Cup Matches

All Clubs/clubs competing in the competition:

Adult - £10.00; and

Juveniles and Senior Citizens - £5.00 (subject that the Home Club may decide to permit entry to the Match to all U12s without charge).

