

Annex 6

THE SCOTTISH PROFESSIONAL FOOTBALL LEAGUE CHALLENGE CUP COMPETITION REGULATIONS

1 Introduction

- 1.1** Any capitalised 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 failing which 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 competition for the relevant Season;
- 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 (a) the Home Club’s Registered Ground and, in the case of clubs, Registered Ground means the ground/stadia at which the relevant club at the time of relevant Match, ordinarily plays first team matches in the Recognised League of which it is a member; or (b) such other ground and/or stadia for which the Home Club or club obtains the approval of the Board to play Home Matches or a Home Match, subject that the Board may give such approval to a ground and/or stadia without application by the Home Club and/or require that any Match be played at such approved ground and/or stadia if and when it considers it appropriate so to do. If the basis for such additional approval given or imposed by the Board concerns the safety or suitability of the Registered Ground of the Home Club or club for Competition Matches/a Competition Match. Approval of another ground and/or stadia, i.e. other than the Home Club’s Registered Ground or, in the case of a club, other than where it ordinarily plays first team matches in the Recognised League of which it is a member, if sought by a Club or club, must

be applied for in writing to the Company, unless the Board is satisfied that it was not reasonably practicable to make such application within the period specified, not less than seven days in advance of a Match in relation to which such approval is sought;

- 1.5.4 **“Home Club”**, which includes club, means the Club/club on and 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 is drawn 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 current procedures laid down from time to time by the International Football Association Board’s Laws of the Game;
 - 1.5.8 **“Recognised League”** means any league recognised by any national association from time to time;
 - 1.5.9 **“Regulations”** means the regulations of the Scottish Professional Football League, as amended from time to time;
 - 1.5.10 **“Rules”** means the rules of the Scottish Professional Football League, as amended from time to time;
 - 1.5.11 **“SHFL”** means the Scottish Highland Football League;
 - 1.5.12 **“SLFL”** means the Scottish Lowland Football League; and
 - 1.5.13 **“Visiting Club”**, which includes club, means the Club/club which should play or should have played any Match on and at the ground of the Home Club or 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 or club whose name is drawn second.
- 1.6 Any notice required to be given to any person or party shall be sufficiently given if it is communicated by email or any other form of electronic communication sent to the relevant person or party and/or by being posted onto the website of the Scottish Professional Football League.
- 1.7 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.

2 Competition 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 including the power to depart from, amend, suspend and/or supplement all or any part of these Regulations if, in its sole discretion, it considers it expedient so to do 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, in its sole discretion, consider appropriate in order to ensure the efficient operation, conduct and completion of the Competition.

3.4 Where the Board considers it appropriate the Board may, in its sole discretion, for any one or more Seasons or during a Season and/or during or for the operation of any one or more rounds of the Competition during a Season, modify, supplement or otherwise vary the any provision(s) in these Regulations relating to or concerning the structure, organisation and/or operation of the Competition or other matter relating to or concerning the Competition, and may by written notice to Clubs and clubs with an interest in same notify to Clubs and clubs of any such modification, supplement or other variation.

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, Officials, 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 current Season;
- 4.2.2 if the Board in its sole discretion considers it appropriate, 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 if the Board in its sole discretion considers it appropriate, 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 if the Board in its sole discretion considers it appropriate, 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 if the Board in its sole discretion considers it appropriate, 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 if the Board in its sole discretion considers it appropriate, 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 if the Board in its sole discretion considers it appropriate, 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 the up to twelve Clubs entitled, during the relevant Season, to participate in the Premiership and/or such other numbers of Clubs/clubs as the Board shall consider appropriate, including, without limitation, from any Division of the League or from any league recognised by the Scottish FA, fielding in the Competition only ‘colt/development teams’ consisting, subject to Regulation 7.5, only of: (i) Players League Registered with the relevant Club 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 (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 the relevant Club (“**Colt Teams**”). Each Premiership Club is required to participate in the Competition by entering and providing for a Colt Team

unless the Board agrees, on prior application in writing by a Premiership Club that for such Season or Seasons for which the Board may so agree, that the Club concerned may not so participate.

- 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 30 League Clubs specified in Regulation 4.2.1 and the Clubs required to provide Colt Teams as specified in Regulation 4.2.8 for which the Board has not agreed non-participation by any Premiership Club for the relevant Season) 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 during 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 and may, if it considers appropriate in any Season or Seasons, alter/vary whether any of the classes of participant Clubs or clubs identified in Regulation 2 shall be invited to and shall participate in the Competition in any one or more Seasons and to make such changes to the rounds of the Competition and the balloting for such rounds as it shall consider appropriate. If the structure and/or participants in rounds and/or categories or numbers of participants in the Competition and/or rounds of the Competition shall be altered by the Board then the Board will give written notice of such change(s) to all Clubs and any other person or club with an interest in knowing such changes.
- 4.5** The Competition shall be played in numbered rounds designated as follows “[Number] Round” and “[Quarter Final/Semi Final/Final]”.
- 4.6** Subject that the Board may determine that any round or rounds of a Competition may take place on a ‘group’ basis utilising such arrangements, procedures and qualifications as the board may from time to time determine and notify to all Clubs and clubs with an interest, the ‘rounds’ of 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 as set out in Regulation 4.7.1, 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.
- 4.9** Where the Board considers it appropriate the Board may, in its sole discretion, for any one or more Seasons or during a Season and/or during or for the operation of any one or more rounds of the Competition during a Season, modify, supplement or otherwise vary the provisions in these Regulations relating to or concerning the structure, organisation and/or operation of the Competition and may, by written notice to Clubs and clubs with an interest in same, advise of any such modification, supplement or other variation.

First Round

- 4.10** The draw for the First Round shall comprise the following 36 Clubs and clubs:
- 4.10.1** the four Highland League clubs;
 - 4.10.2** the four Lowland League clubs;
 - 4.10.3** the 12 Colt Teams;
 - 4.10.4** the 10 League 2 Clubs; and
 - 4.10.5** six League 1 Clubs (being the six Clubs that finished in the bottom six places in League 1 in the preceding Season).
- 4.11** The draw for the First Round shall be conducted in accordance with the following principles:
- 4.11.1** the 36 Clubs/clubs shall be allocated by the Board, in its sole discretion, to one of two broadly regionalised sections – North and South- so as to achieve, so far as reasonably practicable, a broadly even distribution of Clubs and clubs;
 - 4.11.2** the Board shall, in accordance with this Regulation, determine which Clubs/clubs are allocated to which section;
 - 4.11.3** a seeded draw shall produce 9 Matches in each section, with non-Colt Teams being seeded and drawn against Colt Teams; and
 - 4.11.4** the first Club/club drawn in each Match shall be the Home Club.

Second Round

- 4.12** The draw for the Second Round shall comprise the following 32 Clubs/clubs

- 4.12.1** the 18 winning Clubs/clubs from the First Round;
 - 4.12.2** the 4 remaining League 1 Clubs in the relevant Season; and
 - 4.12.3** the 10 Championship Clubs in the relevant Season.
- 4.13** The draw for the Second Round shall be conducted in accordance with the following principles:
- 4.13.1** the 32 Clubs/clubs shall be divided into two broadly regionalised sections – North and South;
 - 4.13.2** the Board shall, in accordance with this Regulation, determine which Clubs/clubs are allocated to which section;
 - 4.13.3** a broadly seeded draw shall produce 8 matches in each section; and
 - 4.13.4** the first Club/club drawn in each Match shall be the Home Club.

Match system – Third Round, Quarter Finals and Semi Finals

- 4.14** The 16 winners of the Second Round shall contest the Third Round. The Third Round Matches are determined by means of an unseeded draw, with the first Club/club drawn in each Match being the Home Club.
- 4.15** The 8 winners of the Third 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.
- 4.16** The 4 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

- 4.17** 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

- 4.18** All Matches, including any re-scheduled Match will be played on a date and at a time determined by the Board.
- 4.19** 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.
- 4.20** 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.

- 4.21** 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.
- 4.22** 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.
- 4.23** 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.
- 4.24** 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.
- 4.25** No Match shall be postponed except on the instructions of the appointed Match referee, the pitch inspector or the Board.
- 4.26** If a Match is postponed other than by the Board, such postponement shall be reported to the Secretary immediately by the appointed Match referee.
- 4.27** If a Match is postponed with the consent of the Board (other than the 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.
- 4.28** 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.
- 4.29** 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, it shall be the responsibility of the venue organiser in consultation with the Company to so ensure.

5 Players

- 5.1** Only up to five 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 sixth in total, during

such period of Extra Time. A Player who has been substituted may not Play in that same Match again.

- 5.2** Without prejudice to the substitutes permitted by Regulation 5.1 there shall, in addition, in terms of the current International Football Association Board “Trial information” notice and any subsequent replacement or amended versions thereof, in force and effect from time to time, and, when published, the final adopted version thereof and any subsequent amended versions or replacement versions thereof (“**the Notice**”), and Protocol B, as set out in the Notice, be up to two additional substitutes, known as “concussion substitutes”, permitted to the team of each Club/club participating in a Match.
- 5.3** 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) (“**Match Information Form**”), not less than 75 minutes before the scheduled kick-off time. Clubs/clubs shall be entitled to specify up to twenty such Players on such form. The completed form delivered to the Match referee and copied to the opposing Club/club shall state:
- 5.3.1** 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;
 - 5.3.2** the full names of the Players, each of whom must be eligible to Play for the Club/club in the Match, 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;
 - 5.3.3** as the first Player listed, the Player who will fulfil the role of goalkeeper in the starting 11; and
 - 5.3.4** 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.
- 5.4** 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.
- 5.5** If any Player (or substitute Player) named in a Match Information Form is injured or otherwise incapacitated after the delivery of that Match Information Form to the Match referee but before the scheduled kick-off time, the Club/club may add the name of another Player, eligible to Play for the Club/club in the Match, to the Match Information Form as a Player or a substitute Player provided that:

- 5.5.1** 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;
- 5.5.2** if the Player in question has been named in the starting eleven, they may only be replaced by any of the nine substitutes listed on the Match Information Form. The substitute in question may only then be replaced, prior to the Match commencing, by a Player eligible to Play for the Club/club in the Match not listed on the initial Match Information Form, so that the quota of substitutes is not reduced;
- 5.5.3** if the Player in question has been named as one of the nine substitutes, they may only be replaced, prior to the Match commencing, by a Player eligible to Play for the Club/club in the match, not listed on the initial Match Information Form; and
- 5.5.4** if the Player in question is a goalkeeper and no substitute goalkeeper has been named on the initial Match Information Form, the Player may be replaced, prior to the Match commencing, by a Player eligible to Play for the Club/club in the Match not listed on the initial Match Information Form.

Any amendment to the Match Information Form pursuant to this Regulation 5.5 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 relevant medical certification.

- 5.6** Six team Officials plus the Club Doctor, and up to nine substitute Players are allowed to occupy positions in the technical area allocated for their Club/club. i.e. a total of sixteen persons. The names of all such persons and their functions must be listed on the Match Information Form pursuant to Regulation 5.2.
- 5.7** No more than five 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 Information Form) may join the Players warming up and is responsible for the implementation of any instructions from the Match referee.
- 5.8** Any substitutions during the Match must be recorded by the Club or club on 'substitution slips' and handed to a Match Official prior to each substitution taking place.
- 5.9** Substitutes who are warming up in the area designated pursuant to Regulation 5.7 shall wear colours sufficient to distinguish them from those worn by the Players participating in the Match. The provisions of the Rules so far as concerning and relating to 'warming up areas and their use shall apply to and be adhered to by Clubs and clubs participating in Competition Matches, except in so far as inconsistent with these Regulations.

- 5.10** There shall be no more than three, plus at half-time, occasions for each Club/club, in which, each Club/club shall be entitled to make substitutions during a Match. If on any one occasion during a Match each Club/club shall make substitution(s) then that shall count as one occasion for each Club/club. This Regulation 5.10 shall not apply to substitutions made during or in the break period after full-time and immediately prior to any Extra Time and during Extra Time.
- 5.11** If, and only if, space so permits, up to eight additional technical seats are allowed for Officials providing technical support to the team during the Match (kit manager, assistant physiotherapist, etc.). Such seats must be outside of the technical area and positioned at least five metres behind or to the side of the benches but with access to the dressing rooms. The names of all these persons and their functions must be listed on the Match Information Form or such other form as approved from time to time by the Board.

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 Information Form. There must be no change of numbers of or by Players during a Match.
- 6.10** The provisions of the Rules so far as concerning and relating to 'strips and what they must and/or may comprise of in terms of colours and style and which badges, advertising and insignia may appear thereon shall apply to and be adhered to by Clubs and clubs participating in Competition Matches, except in so far as inconsistent with these Regulations.
- 6.11** 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 and subject to Regulation 7.4(ii) in the case of Players who are Temporary Transferred, to be eligible to Play in the Competition, Players must be League Registered with the Club for which they Play and/or propose to Play in the Competition.
- 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 top or first League Competition of the relevant 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, 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, and, 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, by way of Colt Team, in the Competition in the Recognised League and must be registered with the National Association under the jurisdiction of which such Recognised League operates,

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 eligible 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 any match/tie at any stage of 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, Football club, Player, player, 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 with which Clubs, clubs Players and Club Officials are obligated to comply.
- 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** Subject to Regulation 8.5, in all rounds of the Competition, excluding the Final Round, the Home Club shall charge Board Minimum Recommended Prices of Ground Admission or such higher admission prices as it chooses to charge, whichever is the greater, for each of (i) Adults; and (ii), Senior Citizens and Juveniles, and the aggregate sum received and to be received by the Home Club from such charges, shall, after deducting 10% for retention by the Home Club and after adding all net revenue (after payment of the reasonable charges of any contractor engaged to broadcast and/or manage the broadcasting of the relevant match) derived from the streaming or other broadcasting of the match, be divided equally between the two Clubs participating in each Match, and the Home Club shall, on receipt of a valid VAT invoice from the Visiting Club, make of the sum so due by the Home Club to the Visiting Club. Prior to the commencement of the Competition in each Season, the Board shall fix the Minimum Recommended Prices of Ground Admission or if the Board does not so fix the Minimum Recommended Prices of Ground Admission same shall be deemed to be those which applied in the immediately preceding Competition. Unless and until altered by the Board the Minimum Recommended Prices of Ground Admission shall be as stated below. The share of admission money and net broadcasting revenue in terms of this Regulation must be paid to the Visiting Club within ten days of the date of the relevant Match. Any Club failing to pay, detail or return as before provided, or any Club or club failing immediately to report non-payment of any sum due to it in terms of this Regulation, shall be deemed to be in breach of these Regulations and shall be dealt with in accordance with Section J of the Rules.
- 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 or club wishing to charge less than the Board Minimum Recommended Price of Ground Admission (including making no charge or a modified charge based on whatsoever criteria) to any person seeking admission to the relevant ground, must obtain the agreement in writing of the relevant Away Club prior to the Match taking place, subject that, under no circumstances may the amount charged for admission to a Match, directly or indirectly, and adversely to either category,

discriminate between Home Supporters and Away Supporters for admission to broadly comparable accommodation at the same Match.

- 8.6** In all rounds of the Competition, excluding the Final Round, each Home Club or club must return to the Company and to the opposing Club or club, within seven days of each such Match, the number of spectators admitted to the ground, in accordance with Regulations 8.1 and 8.5, and the numbers of such spectators admitted as (i) adults; and as (ii) Senior Citizens and Juveniles, together with the receipts and admission price(s) in relation to each of (i) and (ii) received and to be received by the Home Club as a result of such admissions.
- 8.7** 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.
- 8.8** 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.
- 8.9** 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.
- 8.10** 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).
- 8.11** 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.

- 8.12** 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.
- 8.13** In the event of any Match up to and including the 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.
- 8.14** 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.

9 Admission Arrangements for Visiting Clubs and clubs

- 9.1** The Home Club/club shall forward to the Visiting Club/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/club shall be entitled to enter the Home Club's/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 Scottish FA in respect of 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 and attachments, from the ground at which such Match was played to the Secretary and to the Scottish FA: (i) containing details of the result of the Match; (ii) electronic or photographed copies of the participating Clubs' Match Information Forms; (iii) the substitutes used; and (iv) the name(s) 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 and/or affiliation to the Competition;
 - (ii)** Transmission, Radio Transmission, Other Transmission and recording by any means of the Matches;
 - (iii)** commercial exploitation of the League's and any Club's or club's name, badge, emblem, copyright, database right, trademark and/or other intellectual property 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, without the agreement in

writing of the Company, 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 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;
 - (v)** make available one page of advertising or editorial material in the Match day programme;
 - (vi)** 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;
 - (vii)** provide suitable hospitality for the sponsors and their guests as directed by the Board in terms of the sponsorship agreement or agreements, and
 - (viii)** 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), G7, 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, 5 and 6 and Annexes 1, 2, 7, 8, 10 and 11, shall apply to the Competition with Matches in the Competition substituted for League Matches and Play-Off Matches where applicable.
- 16.2** 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.
- 16.3** The provisions of 16.2 are without prejudice to the provisions of the Rules which relate to or concern the same or similar matters and which Clubs, Players and Club Officials are obligated not to breach and/or to comply.

Board Minimum Prices for Ground Admission for Challenge Cup Matches except for the Final

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).