

# **AUSTRALIA CUP**

# **COMPETITION REGULATIONS**

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#### 1. OBJECTIVES AND APPLICATION

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

These Regulations form part of the Football Australia (*FA*) Statutes that specify the rules and regulations for the administration of the playing, participating, coaching and officiating in football within FA's jurisdiction.

# 1.1 Objectives

The objectives of these Regulations are to:

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

#### 1.2 Application and Scope

These Regulations:

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

# 1.3 FA Jurisdiction and Obligations

- (a) FA, as the member of FIFA for Australia, is responsible for the organisation, promotion and administration of football throughout Australia. Accordingly, it has jurisdiction over all Matches and Competitions within Australia, including the Australia Cup.
- (b) FA:

- (i) must comply with these Regulations and ensure that these Regulations are not inconsistent with FIFA Statutes and FA Statutes;
- (ii) may enforce these Regulations against Australia Cup Participants;
- (iii) may investigate potential and actual breaches of these Regulations by or against an Australia Cup Participant;
- (iv) may impose disciplinary sanctions against an Australia Cup Participant found to have breached these Regulations; and
- (v) will provide appropriate education and training to those who manage and implement these Regulations.

#### 1.4 Schedules

The Schedules form part of these Regulations.

# 1.5 Australia Cup Standards and Policies and Procedures

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

the operative provisions of these Regulations will prevail.

#### 1.6 Australia Cup COVID-19 Protocol

- (a) FA may from time to time issue protocols relating to the scheduling and operation of Australia Cup Matches due to the impacts of the COVID-19 pandemic and restrictions imposed by the Federal, State and Territory Governments.
- (b) The Australia Cup COVID-19 Protocol outlines the policies, process and requirements for the safe delivery of Australia Cup Matches in the 2023 Australia Cup.
- (c) All Australia Cup Participants participating in the Australia Cup Final Rounds Playoff and Final Round Matches, must comply with the Australia Cup COVID Protocol.
- (d) In the event of any inconsistency between the Australia Cup COVID Protocol and these Regulations, these Regulations will prevail unless otherwise directed by FA in its sole and absolute discretion.

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

- (a) Each Australia Cup Participant acknowledges that in order to meet the stated objectives of these Regulations, their terms must be strictly complied with and their spirit and intent honoured and as the Competition Administrator, FA has the power to impose sanctions on Australia Cup Participants under these Regulations and in accordance with the FA Statutes.
- (b) Other than in relation to matters falling under clause 24 of these Regulations, FA may enforce the terms of these Regulations and invoke the sanctions only if it has given the Australia Cup Participant alleged to have breached these Regulations:
  - reasonable and sufficient notice of each and every particular of the alleged breach;
  - (ii) notice of possible sanctions; and
  - (iii) the opportunity to be heard and to make submissions in relation to that alleged breach.
- (c) The scope and implementation of disciplinary sanctions is as specified in these Regulations and in the FA Constitution.
- (d) If an Australia Cup Participant wishes to appeal a sanction imposed by FA under these Regulations, that Australia Cup Participant may appeal in accordance with the Grievance Procedure By-Law, provided it does so within seven (7) business days of notice of the sanction or determination.
- (e) FA may excuse:
  - (i) an Australia Cup Participant from liability if that party ought reasonably and fairly be excused, wholly or partly, from that liability on such terms as FA thinks fit;
  - (ii) a Player from liability in consideration of the Player's co-operation and assistance in establishing a breach of the Regulations by any Australia

- Cup Participant on such terms as FA thinks fit in FA's sole and absolute discretion; and
- (iii) an Official from liability in consideration of the Official's co-operation and assistance in establishing a breach of the Regulations by any Australia Cup Participant on such terms as FA thinks fit in FA's sole and absolute discretion.
- (f) A Club:
  - (i) must ensure that its Players and Officials of the Club comply with these Regulations; and
  - (ii) will be deemed to have committed a breach of these Regulations in the event any of its Players or Officials are deemed to have committed a breach of these Regulations. In such circumstances, the Club may be liable for such breach by any of its Players or Officials.

For the avoidance of doubt, this clause does not limit FA's right to impose sanctions on the Club's Players or Officials for breach of the Regulations.

# 3. FA STATUTES COMPLIANCE

- (a) Australia Cup Participants must comply with, and are bound by, and must abide by, the FA Statutes and, in particular:
  - (i) the National Registration, Status and Transfer Regulations;
  - (ii) the National Disciplinary Regulations;
  - (iii) the National Code of Conduct and Ethics;
  - (iv) where applicable, the Player Contract Regulations; and
  - (v) these Regulations.
- (b) The National Registration, Status and Transfer Regulations regulate the eligibility, registration, contracting, payments, and loan and transfer of Players who enter into, participate in, and leave football in Australia, including Players in the Australia Cup. In particular, the following articles must be complied with:
  - (i) article 8 (Contracting);
  - (ii) article 9 (Contractual Stability);
  - (iii) article 11 (Transfers and Loans);
  - (iv) article 12 (Training Compensation, Transfer Fees and Solidarity Contribution); and
  - (v) article 13 (Release of Players).

#### 4. LAWS OF THE GAME

- (a) The Australia Cup will be played in accordance with the Laws of the Game. This includes all Preliminary Round Matches, Final Rounds Playoff and Final Round Matches.
- (b) These Regulations supplement the Laws of the Game.
- (c) A copy of the Laws of the Game can be found on the IFAB website at <a href="http://www.theifab.com">http://www.theifab.com</a>.
- (d) A Referee, from the time of entering the field of play for a pre-match Australia Cup Match inspection until leaving the field of play after the Australia Cup Match ends (including kicks from the penalty mark), may take the following disciplinary action during the Preliminary Rounds, Final Rounds Playoff and Final Rounds:
  - (i) in the case of a Player, issue a Player Yellow Card in accordance with the Laws of the Game;
  - (ii) in the case of a Player, issue a Player Red Card in accordance with the Laws of the Game:
  - (iii) in the case of a Team Official, issue a Team Official Yellow Card in accordance with the Laws of the Game; and/or
  - (iv) in the case of a Team Official, issue a Team Official Red Card in accordance with the Laws of the Game.

# 5. CONTROL OF THE AUSTRALIA CUP

#### 5.1 Ownership and Control

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

# 5.2 Delegation for Management

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

- (ii) where a Member Federation proposes to supplement these Regulations with specific rules addressing the delegation of rights by FA (*Supplementary Regulations*), the Member Federation must obtain FA's prior written approval (which may be granted or withheld in FA's sole and absolute discretion) prior to issuing any Supplementary Regulations. In the event of inconsistency between any Supplementary Regulations and these Regulations, these Regulations prevail.
- (c) FA retains the right to issue directions to Member Federations and participating Clubs regarding the organisation, control and management of Australia Cup Matches, such directions to have immediate effect unless expressed otherwise.

# 5.3 Disqualification

In accordance with FA Statutes, FA has the power to disqualify or suspend Australia Cup Participants from the Australia Cup for non-compliance with the FA Statutes including, without limitation, these Regulations.

#### 6. CLUB ELIGIBILITY AND REGISTRATION

# 6.1 Club Eligibility

- (a) In order to participate in the Australia Cup, a Club must:
  - be registered with a Member Federation and/or FA, and be registered with FA in accordance with the National Registration, Status and Transfer Regulations;
  - (ii) submit to FA a signed, completed copy of the Australia Cup Club Registration Form;
  - (iii) have a senior men's team participating in a Competition;
  - (iv) only enter one (1) team in the Australia Cup (such team must be the team referred to in clause 6.1(a)(ii) and, where a Club has multiple senior men's teams, such team must be that of the highest competitive standard);
  - (v) for the Preliminary Rounds make payment of the Preliminary Round Registration Fee in accordance with the relevant payment process determined by each Member Federation pursuant to clause 6.2(a); and
  - (vi) for the Final Rounds (if the Club has qualified for the Final Rounds) make payment of the prescribed Final Round Registration Fee not less than fourteen (14) days prior to the day fixed for playing the Club's first Final Round Match.
- (b) Without limiting the application of these Regulations, including clauses 1.2 and 3, by participating in the Australia Cup, each Club agrees it is bound by all FIFA Statutes and FA Statutes, including these Regulations, the Laws of the Game and any rules, standards and/or policies prescribed by the relevant Member Federation from time to time.

- (c) Clubs must not be subject to or suffer an Insolvency Event when applying to enter the Australia Cup or at any time during the course of their participation in the Australia Cup.
- (d) If, after it has been accepted into the Australia Cup, a Club is removed from the Competition referred to in clause 6.3, FA may, in its sole and absolute discretion, reject or withdraw acceptance of that Club's application for entry into the Australia Cup.
- (e) Unless advised otherwise by FA, Clubs will be seeded or otherwise qualify for the Australia Cup in accordance with clause 8 of these Regulations.
- (f) FA may, in its sole and absolute discretion, reject the application of any Club to participate in the Australia Cup.
- (g) Representative Teams are ineligible to participate in the Australia Cup.
- (h) Where a Club fails to satisfy Club eligibility requirements or is removed from the Australia Cup, FA reserves the right to determine a replacement Club, with such replacement Club to be determined by FA in its sole and absolute discretion.

# 6.2 Registration Fees

- (a) For the Preliminary Rounds:
  - (i) the Preliminary Round Registration Fee for participating Member Federation Clubs is:
    - (A) \$825 (exclusive of GST) for a National Premier Leagues Club that participates in the top tier of National Premier Leagues established within their respective Member Federation for that season;
    - (B) \$550 (exclusive of GST) for a National Premier Leagues Club that does not participate in the top tier of National Premier Leagues established within their respective Member Federation for that season:
    - (C) \$330 (exclusive of GST) for a Member Federation Club that is not a National Premier Leagues Club.
  - (ii) each Member Federation will determine the payment process for the Preliminary Round Registration Fee; and
  - (iii) each Member Federation must pay to FA, by such date as notified by FA to a Member Federation, an amount representing the total of all Preliminary Round Registration Fees payable to that Member Federation for its Member Federation Clubs participating in the Preliminary Rounds.
- (b) For the Final Rounds:
  - (i) the Final Round Registration Fee for participating Clubs is:
    - (A) \$8,250 (exclusive of GST) for A-League Men Clubs;
    - (B) \$2,200 (exclusive of GST) for National Premier Leagues Clubs; and

- (C) \$1,100 (exclusive of GST) for Member Federation Clubs that are not National Premier Leagues Clubs; and
- (ii) the Final Round Registration Fee must be paid in accordance with clause 6.1(a)(vi).

#### 6.3 Club Removal

Clubs who:

- (a) are removed from the Australia Cup by FA in accordance with these Regulations; or
- (b) are subject to or suffer an Insolvency Event after applying for entry into the Australia Cup or otherwise during its participation in the Australia Cup may be removed from the Australia Cup by FA and,

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

#### 7. COMPETITION INTEGRITY

# 7.1 Squad Strength

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

# 7.2 Conflicts of Interest

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

#### 8. AUSTRALIA CUP STRUCTURE

# 8.1 Preliminary Rounds

- (a) The Preliminary Rounds will be structured and operated by each Member Federation within its designated geographical territory in accordance with these Regulations and be subject always to FA approval (such approval to be granted or withheld in FA's sole and absolute discretion).
- (b) The Preliminary Rounds are comprised of all Australia Cup Matches played prior to the Round of 32 (excluding the Final Rounds Playoff), which are to be operated within each respective Member Federation's designated geographical territory.
- (c) The Preliminary Rounds conducted by each Member Federation pursuant to clause 8.1(a) above will determine the Member Federation Club(s) (other than the Member Federation Club admitted to the Australia Cup pursuant to clause 8.7(a)(i)(J)) from within each Member Federation's designated geographical territory who will qualify for the Final Rounds.
- (d) A-League Men Clubs are ineligible to participate in the Preliminary Rounds, unless otherwise determined by FA in its sole and absolute discretion. A-League Men Clubs' entry to the Final Rounds are determined by clause 8.6(b).

#### 8.2 Final Rounds Playoffs

- (a) The Final Rounds Playoffs will comprise of two (2) knockout Australia Cup Matches between the A-League Men Clubs that finish the 2020/21 A-League Men Season between ninth (9<sup>th</sup>) and twelfth (12<sup>th</sup>) positions on the table at the conclusion of the regular season.
- (b) The following format will be used for the Final Rounds Playoff Matches:
  - (i) 9th v 12th; and
  - (ii)  $10^{th} v 11^{th}$ .
- (c) The Final Rounds Playoff Matches will determine the ninth (9<sup>th</sup>) and tenth (10<sup>th</sup>) A-League Men Club (in addition to the eight (8) A-League Men Clubs admitted to the Australia Cup pursuant to clause 8.7(a)(ii)) to qualify for the Final Rounds.
- (d) Where a Club is withdrawn from the Final Rounds Playoffs or is otherwise excluded, suspended or expelled from the Final Rounds Playoffs (*Withdrawn Playoff Club*), FA will determine (in its sole and absolute discretion) that the Withdrawn Playoff Club has forfeited its Final Rounds Playoff Match and the Withdrawn Playoff Club's opponent will qualify for the Final Rounds.

# 8.3 Final Rounds Playoffs Operations

(a) The Final Rounds Playoffs will be overseen and regulated by FA with event and match day operations to be coordinated by the Home Club with assistance from FA. For the avoidance of doubt, FA has the discretion to determine the outcome of any event and match day operational decision in relation to the Final Rounds Playoffs.

(b) Participating A-League Men Clubs will incur all applicable Venue hosting costs and receive all related match day revenue.

#### 8.4 Final Rounds

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

Thirty-two (32) Clubs, as determined in accordance with clause 8.1, 8.6 and 8.7, will play off in sixteen (16) Round of 32 knockout Australia Cup Matches as determined by the Australia Cup Final Round Draw Process and Match Schedule.

(ii) Round of 16:

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

(iii) Quarter Finals:

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

(iv) Semi Finals:

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

(v) Australia Cup Final:

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

- (c) Where a Club is withdrawn from a Final Round Match or is otherwise excluded, suspended or expelled from the Final Rounds (*Withdrawn Club*), FA will determine (in its sole and absolute discretion) that:
  - (i) the Withdrawn Club has forfeited their next scheduled Final Round Match as determined by the Draw Process and Match Schedule and the Withdrawn Club's opponent for that next scheduled Final Round Match receives a bye in respect of that Australia Cup Match; or
  - (ii) the Club which the Withdrawn Club defeated in its immediately preceding Final Round Match prior to its withdrawal, exclusion, suspension or expulsion, will proceed in the Australia Cup in place of the Withdrawn Club.

#### 8.5 Final Round Operations

- (a) Australia Cup Matches occurring as part of the Round of 32, Round of 16, Quarter Finals and Semi Finals will be overseen and regulated by FA with event and match day operations to be coordinated by Home Clubs with assistance from Member Federations.
- (b) The Australia Cup Final will be overseen and regulated by FA and FA has full control of all event and match day operations. FA will determine the selection of the city and Venue for the Australia Cup Final in its sole and absolute discretion. Such a decision to allocate the Venue will be made based on a variety of factors including, but not limited to, venue availability, security, commercial, marketing and financial considerations. Furthermore, FA will incur all applicable Venue hosting costs and receive all related match day revenue.

#### 8.6 Final Round Qualification

- (a) In order to qualify for the Final Rounds, Member Federation Clubs must:
  - (i) register and participate in the Preliminary Rounds as outlined in clause 8.1;
  - (ii) reach the required stage of the Preliminary Rounds, as conducted by the relevant Member Federation, based on the Australia Cup slot allocation for that Member Federation outlined in clause 8.7(a); and
  - (iii) be approved by FA to participate in the Australia Cup in accordance with clause 6.1.
- (b) In order to qualify for the Final Rounds, A-League Men Clubs must:
  - (i) be one of the eight (8) highest ranked A-League Men Clubs at the conclusion of the 2022/23 A-League Men regular season; or
  - (ii) be one of the two (2) winners of the Final Rounds Playoffs.

# 8.7 Final Round Entrant Allocations

- (a) The number of Club entrants for the Final Rounds are as follows:
  - (i) twenty-two (22) Member Federation Clubs comprising:
    - (A) Football NSW four (4) Clubs;
    - (B) Football Queensland four (4) Clubs;
    - (C) Football Victoria four (4) Clubs;
    - (D) Football South Australia two (2) Clubs;
    - (E) Football West two (2) Clubs;
    - (F) Northern NSW Football two (2) Club;
    - (G) Capital Football one (1) Club;
    - (H) Football Northern Territory one (1) Club;
    - (I) Football Tasmania one (1) Club; and

- (J) one (1) Club to be allocated by FA in its sole and absolute discretion (this is due to the fact that the National Premier Leagues Finals Series was not conducted in 2022); and
- (ii) the eight (8) highest ranked A-League Men Clubs at the conclusion of the 2022/23 A-League Men regular season; and
- (iii) the two (2) winners of the Final Rounds Playoffs.

#### 9. CONDUCT OF COMPETITION DRAW

- (a) The Final Round Draw Process and Match Schedule will be determined by FA in its sole and absolute discretion. The Final Rounds Draw Process and Match Schedule will operate in accordance with the Australia Cup Draw Principles; however FA reserves the right to amend this document from time to time with immediate effect upon giving notice in writing.
- (b) The Final Round Playoff Matches Schedule will be determined by FA in its sole and absolute discretion.
- (c) For the Preliminary Rounds:
  - (i) FA may delegate the conduct of the draw process and match schedule to each Member Federation in respect of Australia Cup Matches played between Member Federation Clubs within its designated geographical territory;
  - (ii) where FA delegates the conduct of the draw process and match schedule pursuant to clause 9(b)(i), a Member Federation may sub-delegate to a District Association, provided that the District Association complies with any directions of the Member Federation with respect to the conduct of the draw process and match schedule delegated to it in accordance with this clause 9(b); and
  - (iii) in the event FA does not make a delegation pursuant to this paragraph 9(c), the Preliminary Round draw process and match schedule will be determined by FA in its sole and absolute discretion.

#### 10. MATCH DURATION

# 10.1 Duration

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

(d) Competing Clubs must enter the field of play at least three (3) minutes prior to the end of the half-time break.

#### 10.2 Extra Time and Penalties

- (a) Replays do not apply for drawn Australia Cup Matches.
- (b) If, at the conclusion of the regular period in any Australia Cup Match (including injury time), the scores between the two (2) Clubs are tied, then extra time of two (2) equal periods of fifteen (15) minutes will be played. The conditions of the FIFA Laws of the Game will apply.
- (c) If scores remain equal at the conclusion of both periods of extra time, penalty kicks will be taken, in accordance with the FIFA Laws of the Game, to determine the winner of the Australia Cup Match.
- (d) For Preliminary Round Matches:
- (e) extra time may be dispensed with in exceptional circumstances and only if predetermined between the competing Clubs, the Member Federation and approved by FA in its sole and absolute discretion; and
- (f) where approval is provided by FA (in its sole and absolute discretion) for extra time to be dispensed and scores are tied at the conclusion of the regular period, penalty kicks will be taken in accordance with the FIFA Laws of the Game to determine the winner of the Australia Cup Match.

#### 11. MATCH DETERMINATION

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

# 12. DELAYED, POSTPONED, SUSPENDED ABANDONED, RESCHEDULED AND FORFEITED AUSTRALIA CUP MATCHES

## 12.1 Delayed, Postponed, Abandoned and Rescheduled Australia Cup Matches

- (a) The decision to delay, postpone or abandon an Australia Cup Match during:
  - (i) Preliminary Round Matches will be made by the relevant Member Federation in its sole and absolute discretion following consultation with the Match Officials and the participating Member Federation Clubs; and
  - (ii) the Final Rounds Playoff Matches and Final Round Matches may only be made by:
    - (A) the Referee in accordance with the Laws of the Game;
    - (B) the Match Commissioner in accordance with the thunderstorm and lightning Guidelines in the Australia Cup Event and Match Day Standards or any other policy published by FA from time to time; or
    - (C) FA, in its sole and absolute discretion (including for the avoidance of doubt, due to a Force Majeure Event). In making its decision, FA may consult with, and take into account, any recommendations of the Match Commissioner, Referee, medical staff (including Club doctors), Venue staff (including security personnel), the broadcaster, participating Clubs, and any other relevant party as determined by FA.
- (b) If, in accordance with clause 12.1(a), an Australia Cup Match is postponed prior to kick-off or abandoned prior to sixty (60) minutes of the regular period having been played, the Australia Cup Match must be:
  - (i) subject always to clause 22.2(e), for Preliminary Round Matches, rescheduled by the relevant Member Federation to a day and time determined by the Member Federation, provided that the rescheduled Preliminary Round Match occurs within seven (7) days unless otherwise approved by FA in its sole and absolute discretion; and
  - (ii) for the Final Round Playoff Matches and Final Round Matches, rescheduled to a day, time and Venue determined by FA in its sole and absolute discretion.
- (c) If, in accordance with clause 12.1(a), an Australia Cup Match is abandoned at or after sixty (60) minutes of the regular period being played, unless exceptional circumstances apply (such exceptional circumstances as determined by FA in its sole and absolute discretion):
  - (i) subject to clause 12.1(c)(ii) below, the result at the time of abandonment will be declared the final result; or
  - (ii) where at the time of the Australia Cup Match being abandoned scores are level:

- (A) for Preliminary Round Matches, the Australia Cup Match must be rescheduled in accordance with clause 12.1(b)(i); and
- (B) for the Final Rounds Playoff Matches and Final Round Matches, the Australia Cup Match must be rescheduled in accordance with clause 12.1(b)(ii).
- (d) Where an Australia Cup Match has been postponed or abandoned more than two(2) times or is unable to be rescheduled in accordance with clause 12, the winner will be determined by the toss of a coin.

#### 12.2 Commencement of a Delayed Match

- (a) The decision whether or not to start a Match that has been delayed under clause 12.1(a)(ii) and, if so, what time the Match is to commence will be made by the General Manager Operations Competitions in his or her sole and absolute discretion. In making his or her decision, the General Manager Operations Competitions may consult with relevant stakeholders and taking into account the recommendation at the Match Venue by the FA Representative after consultation with the Australia Cup Event Manager, the Match Referee and the key match day stakeholders.
- (b) Where a delayed match cannot be commenced within a reasonable length of time on the Match day, as determined by FA in consultation with the FA Representative and/or Match Commissioner at the Venue, it will be declared a postponed fixture.

# 12.3 Suspension of Matches

- (a) The decision to suspend a match that has already started may only be made by:
  - (i) the Referee in accordance with the Laws of the Game;
  - (ii) the Match Commissioner in accordance with the thunderstorm / and lightning Guidelines in the Australia Cup Event and Match Day Standards or any other policy published by FA from time to time; or
  - (iii) FA, the police, or any other authority exercising its statutory powers, in response to a serious threat to the safety of persons within the Venue.

#### 12.4 Restart of Matches

- (a) The Match Commissioner will be responsible for determining whether to restart a Match that has been suspended under clause 12.1(a)(ii) and, if so, what time the Match is to restart. In making his or her decision, the Match Commissioner must consult with relevant stakeholders, including the Referee, nominated FA representative, competing Clubs, Venue manager, broadcaster (if applicable) and any other relevant parties.
- (b) Where a suspended Match cannot be restarted within a reasonable length of time on Match day (as determined by FA in consultation with the Match Commissioner), the Match will be deemed to be abandoned.

#### 12.5 Forfeited Matches

- (a) The decision that an Australia Cup Match is forfeited by a Club during the:
  - (i) Preliminary Rounds, will be made by the relevant Member Federation in its sole and absolute discretion, following consultation with participating Member Federation Clubs and Match Officials; and
  - (ii) Final Rounds Playoff Matches and Final Rounds, will be made by FA in its sole and absolute discretion, following consultation with participating Clubs, the relevant Member Federations, Match Officials and the Match Commissioner (where applicable).
- (b) A forfeit will include, but not be limited to a Club being unable or unwilling to:
  - (i) participate in an Australia Cup Match within 15 minutes after the scheduled kick off time due to any act or omission of the Club; or
  - continue to participate in an Australia Cup Match (including because it cannot place the required number of Players on the field due to Offences or injury),

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

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

#### 13. PLAYER ROSTERS AND ELIGIBILITY

## 13.1 Player Rosters

- (a) For the Preliminary Rounds, Australia Cup Player Roster requirements (as prescribed by FA from time to time) may be supplemented by Member Federation regulations, subject always to the Member Federation obtaining FA's prior written approval prior to issuing such regulations (which may be granted or withheld in FA's sole and absolute discretion).
- (b) During the Final Rounds Playoffs and the Final Rounds, each participating Club must maintain an Australia Cup Player Roster, and a Club's Australia Cup Player Roster at all times must:
  - (i) include a minimum of eighteen (18) Players;
  - (ii) not include more than twenty-five (25) Players; and
  - (iii) include at least two (2) Goalkeepers.
- (c) All Clubs participating in the:
  - (i) Final Rounds Playoff Matches must submit an Australia Cup Player Roster Form not less than ten (10) days prior to the day scheduled for its Final Rounds Playoff Match as confirmation that it is compliant with the requirements of this clause 13; and
  - (ii) Final Rounds must submit an Australia Cup Player Roster Form not less than ten (10) days prior to the day scheduled for a Club's Australia Cup Match as confirmation that it is compliant with the requirements of this clause 0.
- (d) During the Final Rounds Playoff Matches and Final Rounds, each participating Club may not change their Australia Cup Player Roster Form after 5pm (AEST) on the day immediately prior to their scheduled match, unless otherwise determined by FA in its sole and absolute discretion. Clarifying amendments to shirt numbers or spelling of Player and/or Team Officials may still be made after this time.
- (e) FA will maintain the list of Players on each Club's Australia Cup Player Roster.

# 13.2 Player Eligibility and Registration

- (a) To be eligible to play in the Australia Cup, Players must be currently registered to their Club in accordance with the National Registration, Status and Transfer Regulations (including, without limitation, compliance with International Transfer Certificates and transfer requirements).
- (b) In addition to clause 13.2(a), for A-League Men Clubs, Players must:
  - (i) be registered in accordance with the Player Contract Regulations and be eligible to participate in the A-League Men or A-League Youth; or

- (ii) where registered only with that A-League Men Club's National Premier Leagues team, be registered in accordance with any applicable Member Federation registration rules and lodge with FA a copy of the Player's Australian driver's licence and/ or passport; and
- (iii) be included on a Club's Australia Cup Player Roster Form and be submitted to FA for approval in accordance with clause 13.1.
- (c) In addition to clause 13.2(a), for Member Federation Clubs:
  - (i) Players (other than a Guest Player and an Australia Cup Emergency Player) must be registered to their Member Federation Club in accordance with any Member Federation registration rules applicable to that Club's senior men's team (referred to in clause 6.1(a)(ii)), and:
    - (A) A Guest Player must be registered to their Member Federation Club in accordance with clause 13.4; and
    - (B) an Australia Cup Emergency Player must be registered to their Member Federation Club in accordance with clause 13.5;
  - (ii) subject to clause 13.4(d), where a National Premier Leagues Club, that Club must comply with the relevant Member Federation Player Points System for Preliminary Rounds and the FA Player Points System for Final Rounds; and
  - (iii) with respect to Final Rounds:
    - (A) lodge a copy of the Player's Australian driver's licence and/ or passport; and
    - (B) be included on a Club's Australia Cup Player Roster Form and be submitted to FA for approval in accordance with clause 13.1.
- (d) For amateur Players to be eligible to participate for Wellington Phoenix FC in the Australia Cup, a Player must:
  - be registered as an amateur to Wellington Phoenix FC in accordance with the relevant New Zealand Football Statutes and Regulations, including in relation to International Transfer Certificates;
  - (ii) be born between 1 January 2002 and 31 December 2006 (inclusive), unless FA approves a Player born after 31 December 2006 (such approval to be granted or withheld in FA's sole and absolute discretion);
  - (iii) be an Australian or New Zealand citizen;
  - (iv) lodge a copy of the Player's Australian or New Zealand driver's licence and/ or passport; and
  - (v) be included on Wellington Phoenix FC's 'Australia Cup Player Roster Form' and be submitted to FA for approval in accordance with clause 13.1
- (e) For the Final Rounds Playoff Matches and Final Rounds:

- (i) where the Player eligibility requirements are met in accordance with clause 13.2, FA may, in its sole and absolute discretion, approve an application for a Player to be allocated to a Club's Australia Cup Player Roster. Upon approval, and other than where such Player is a Guest Player, FA must enter such Player's name on that Club's Australia Cup Player Roster;
- (ii) Players may be added or removed from a Club's Australia Cup Player Roster in accordance with this clause 13, up to 5pm (AEST) on the day immediately prior to their scheduled Australia Cup Match, up until and including the Semi Finals of the Australia Cup, and
- (iii) at 5pm (AEST) on the day immediately prior to the second scheduled Semi Final, Players may no longer be added or removed from a Club's Australia Cup Player Roster, notwithstanding that FA may approve the addition or removal of Players at any other time in exceptional circumstances, such exceptional circumstances to be determined by FA in its sole and absolute discretion.
- (f) FA has the power to call upon a Player and/or the Club to which he is registered, to prove that the Player is eligible to play for that Club according to these Regulations.
- (g) Where a Player no longer satisfies the eligibility requirements as set out in this clause 13.2, the Club must notify FA, and the Player will be removed from the Club's Australia Cup Player Roster.

#### 13.3 Cup-tied Players

- (a) Subject to clauses 13.3(a)(ii), a Player is only eligible to participate with one (1) Club in each season of the Australia Cup. A Player will be deemed to have participated in an Australia Cup Match where they have:
  - (i) been listed as a Player on the team sheet for the Australia Cup Match; and
  - (ii) played in the Australia Cup Match either as a starting player or as a substitute (noting that this does not include an unused substitute).
- (b) FA may approve a Goalkeeper to play for an A-League Men Club or a Member Federation Club as his second Club in the same year of the Australia Cup only if:
  - (i) FA determines in its sole and absolute discretion that exceptional circumstances exist; and
  - (ii) the Goalkeeper has not already participated in the Final Rounds in the same year of the Australia Cup.

# 13.4 Guest Players

(a) For Final Rounds only, a Member Federation Club may apply to FA to have one (1) Guest Player that sits outside the Member Federation Club's Australia Cup Player Roster. The Guest Player must be registered in accordance with these Regulations and the National Registration, Status and Transfer Regulations, and must also be a player of significant international reputation who will attract interest, media and fans

to the Australia Cup and not be a mechanism to simply bolster the Australia Cup Player Roster of a Member Federation Club, as determined by FA in its sole and absolute discretion, taking into account the following criteria:

- the player's number of appearances for a national representative team or selection in a national training squad;
- (ii) the player's experience in international football leagues, including the number of years and appearances in that league, the standard of the league and how recent that experience is;
- (iii) the international profile of the player and his potential marketability for the Club and the Australia Cup as a whole; and
- (iv) any other factor considered by FA to be relevant.
- (b) An application for a Guest Player must be received by FA no later than seventy-two(72) hours prior to the scheduled kick-off time for a Member Federation Club's Final Rounds Match.
- (c) A Guest Player may not register with more than one (1) Member Federation Club in a season of the Australia Cup.
- (d) Where a Guest Player application by a National Premier Leagues Club is approved by FA in accordance with this clause 13.4, such a Guest Player will not be required to comply with that Club's Player Points System requirements in clause 13.2(c)(ii) for the purposes of the Australia Cup only, provided that such a Guest Player is not registered to participate in the National Premier Leagues with that National Premier Leagues Club.

#### 13.5 Australia Cup Emergency Players

- (a) For the Final Rounds only, a Member Federation Club may apply to FA in writing for the prior written approval of an Australia Cup Emergency Player, with such approval to be granted or withheld in FA's sole and absolute discretion.
- (b) The starting position of FA is that a Member Federation Club will replace unavailable players by promoting from the Member Federation Club's existing pool of registered players.
- (c) The Australia Cup Emergency Player must be registered in accordance with these Regulations, the National Registration, Status and Transfer Regulations, and must:
  - (i) be included on the Member Federation Club's Australia Cup Player Roster; and
  - (ii) only be included on such Member Federation Club's Australia Cup Player Roster where that Member Federation Club is unable to meet the minimum Australia Cup Roster requirements stipulated in clause 13.1(b);
  - (iii) only be eligible to participate in a Match if included on that Member Federation's Australia Cup Player Roster, in particular, in accordance with clause 13.5(c)(ii); and

(iv) not be a mechanism to simply bolster the Australia Cup Player Roster of a Member Federation Club,

as determined by FA in its sole and absolute discretion, taking into account:

- (v) whether or not the Member Federation Club's senior men's team has been materially affected by Player injury and/or unavailability;
- (vi) the Member Federation Club's ability to replace unavailable Players with players already registered with the Member Federation Club; and
- (vii) any other factor considered by FA to be relevant.
- (d) FA will not approve an application for an Australia Cup Emergency Player where a Member Federation Club has the minimum number of Players specified in clause 13.1(b) on that Member Federation Club's Australia Cup Player Roster Wat the relevant time.
- (e) An application for an Australia Cup Emergency Player must be received no later than seventy-two (72) hours prior to the scheduled kick-off time for a Member Federation Club's Final Rounds Match provided always that such application is otherwise in accordance with these Regulations and the National Registration, Status and Transfer Regulations.
- (f) An Australia Cup Emergency Player will be registered to a Member Federation Club's Australia Cup Player Roster and the Member Federation Club must comply with the FA Player Points System requirements in clause 13.2(c)(ii).
- (g) An Australia Cup Emergency Player may not be registered with more than one (1) Club each season of the Australia Cup and is otherwise subject to the Cup-tied requirements in clause 13.3.
- (h) For the avoidance of doubt, the inclusion of an Australia Cup Emergency Player on a Member Federation Club's Australia Cup Player Roster does not entitle them to participate in any Competition other than the Australia Cup.

#### 14. TEAM OFFICIALS

# 14.1 FA Statutes and Regulations

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

# 14.2 Registration of Team Officials

- (a) A Club wishing to employ, engage or use the services of a Team Official must:
  - for Member Federation Clubs participating in the Preliminary Rounds, register them with, and receive approval from, the relevant Member Federation (if prescribed by the relevant Member Federation);
  - (ii) for A-League Men Clubs, register them in accordance with the A-League Men Competition Regulations; and
  - (iii) for Member Federation Clubs participating in the Final Rounds:
    - (A) ensure the Team Official has self-registered via PlayFootball and the
       Club has accepted the Team Official's registration;
    - (B) where applicable, submit copies of documents evidencing the Team Official's relevant qualifications in accordance with clause 14.3(b);
    - submit a copy of the Team Official's Australian driver's licence and/ or passport; and
    - (D) submit an Australia Cup Team Officials Application Form, listing the eligible Team Officials a Club wishes to participate in the Final Rounds, to FA for approval via not less than ten (10) days prior to the day scheduled for a Club's Australia Cup Final Rounds Match.
- (b) FA will maintain a register of all approved Team Officials employed or engaged by Clubs for the Final Rounds.
- (c) The maximum number of Team Officials that can be registered for the Australia Cup are as follows:
  - (i) for the Preliminary Rounds, such number as prescribed by the relevant Member Federation; and
  - (ii) for the Final Rounds, Clubs may register the maximum number of Team Officials in each of the defined categories below:
    - (A) Coaching Roles:

- (1) Head Coach (maximum x 1);
- (2) Assistant Coach; and
- (3) Goalkeeper Coach
- (B) Sports Science & Sports Medicine Roles:
  - (1) Strength & Conditioning Coach;
  - (2) Sports Scientist;
  - (3) High Performance Manager;
  - (4) Sports Trainer;
  - (5) Head Club Doctor (maximum x 1);
  - (6) Home Club Doctor;
  - (7) Away Club Doctor;
  - (8) Physiotherapist; and
  - (9) Massage Therapist.
- (C) Team Support Roles (maximum number for each, unless otherwise approved by FA in its sole and absolute discretion):
  - (1) Technical Director (maximum x 1);
  - (2) Football Manager/Coordinator (maximum x 3);
  - (3) Football/Performance Analyst (maximum x 3);
  - (4) Team Manager (maximum x 3);
  - (5) Media Manager (maximum x 1); and
  - (6) Equipment Manager (maximum x 3).
- (d) For the Final Rounds, Clubs may deregister a Team Official at any stage, at which point a replacement Team Official can then be registered in the same category in accordance with clause 14.2(a).
- (e) For each Final Round Match, each participating Club must register, and have present on match day, one (1) Head Coach, one (1) Assistant Coach and one (1) qualified Physiotherapist.
- (f) For the Final Rounds, with the exception of a Doctor, Physiotherapist and Massage Therapist only, a Team Official must not be registered with more than one Club at any time.

#### 14.3 Team Official Qualifications

- (a) For the Preliminary Rounds, Team Officials must be qualified in accordance with the minimum standards prescribed by the relevant Member Federation.
- (b) For the Final Rounds, the following minimum standards apply for registration of Team Officials:

- (i) for A-League Men Clubs, Team Officials must be qualified in accordance with the A-League Men Competition Regulations; and
- (ii) for Member Federation Clubs:
  - (A) Team Officials must be qualified in accordance with the relevant rules applying to the league Competition to which that Club is currently registered and participating in;
  - (B) Doctor(s) must be qualified in accordance with the following minimum standards:
    - current certification as a medical practitioner with AHPRA (Australian Health Professional Regulation Agency);
    - (2) certificate of currency evidencing Professional Indemnity Insurance (contractors only); and
    - (3) evidence of satisfactory completion of an advanced cardiopulmonary resuscitation or sports trauma course within the immediately preceding three (3) years.
  - (C) Physiotherapist(s) be qualified in accordance with the following minimum standards:
    - (1) for Australian citizens or permanent residents, be registered as a medical practitioner with AHPRA (Australian Health Professional Regulation Agency); or
    - (2) for non-Australian citizens or non-permanent residents, have relevant industry qualifications and be currently registered in their home jurisdiction;
    - (3) certificate of currency evidencing Professional Indemnity Insurance (contractors only); and
    - (4) evidence of satisfactory completion of a basic cardiopulmonary resuscitation course within the immediately preceding twelve (12) months.

#### 15. MATCH OFFICIALS

#### 15.1 Match Official Appointments

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

- (iii) assistant referee 2, unless otherwise pre-approved by FA in writing in respect of a specific Australia Cup Match (such approval to be granted or withheld in FA's sole and absolute discretion).
- (b) For the Final Rounds Playoff Matches and Final Round Matches, FA will appoint, at a minimum, the following Match Officials to each Australia Cup Match:
  - (i) Referee;
  - (ii) assistant referee 1;
  - (iii) assistant referee 2;
  - (iv) fourth official;
  - (v) referees assessor; and
  - (vi) Match Commissioner.
- (c) FA may, but is not obliged to, utilise video assistance for referees in Final Rounds Playoff Matches and Final Round Matches in accordance with any directions or protocol as determined by the IFAB and FIFA from time to time, including without limitation, the appointment of a Video Assistant Referee and / or Assistant Video Assistant Referee(s).

#### 15.2 Match Official Payments

- (a) For Preliminary Round Matches, Member Federations will be responsible for determining the fees, and payment process of the fees (which may include delegation to Clubs for payment of fees), for Match Officials.
- (b) For the Final Rounds Playoff Matches and Final Round Matches, FA will be responsible for the payment of all Match Official fees in accordance with the table in clause 15.2(c).
- (c) For the Final Rounds Playoff Matches and the Final Rounds, the scale of fees to be paid to Match Officials by FA is as follows (fees are exclusive of any superannuation payable, as outlined in the standard 'Match Officials Agreement', however inclusive of all relevant taxation):

Rd	Referee	Assistant Referee (x2)	Fourth Official	Assessor	Match Commissioner
Final Rounds Playoff	\$1,000	\$600	\$280	\$250	\$250
R32	\$1,000	\$600	\$280	\$250	\$250
R16	\$1,500	\$900	\$390	\$350	\$250
QF	\$1,500	\$900	\$390	\$350	\$350
SF	\$1,500	\$900	\$390	\$350	\$350
Final	\$2,000	\$1,200	\$700	\$350	N/A

# 15.3 Match Official Apparel

- (a) For Preliminary Round Matches, Match Official apparel requirements will be prescribed by the relevant Member Federation unless otherwise determined by FA.
- (b) For the Final Rounds Playoff Matches and Final Round Matches, Match Officials must only wear the approved Match Official apparel as prescribed by FA in its sole and absolute discretion.

#### 16. SUBSTITUTION RULES

- (a) For Preliminary Round Matches, a Club may select up to five (5) Players as substitutes.
- (b) For the Final Rounds Playoff Matches and Final Round Matches, Clubs:
  - (i) must select at least five (5) Players as substitutes on the Starting List, including one (1) nominated goalkeeper; or
  - (ii) may select six (6) Players as substitutes on the Starting List, including one (1) nominated goalkeeper, if in the case of:
    - (A) all Clubs other than Wellington Phoenix, at least two (2) Players selected on the Starting List are eligible to be called up for Australian National Team duty and are born on or after 1 January 2000; and
    - (B) Wellington Phoenix, at least two (2) of Players selected on the Starting List are eligible to be called up for Australian National Team duty and/or NZ National Team duty and are born on or after 1 January 2000; or
  - (iii) may select seven (7) Players as substitutes on the Starting List, including one (1) nominated goalkeeper, if in the case of:
    - (A) all Clubs other than Wellington Phoenix, at least three (3) Players selected on the Starting List are eligible to be called up for Australian National Team duty and born on or after 1 January 2000 and
    - (B) Wellington Phoenix, at least three (3) Players selected on the Starting List are eligible to be called up for Australian National Team

duty and/or NZ National Team duty and are born on or after 1 January 2000.

- (c) Players recognised as goalkeepers need to be indicated as such by inserting the letters '(GK)' beside their Player's name on the Starting List.
- (d) The nominated substitute goalkeeper may only take the field in place of the starting goalkeeper and play as a goalkeeper.
- (e) For all Australia Cup Matches, the following Substitution Rules will apply:
  - (i) up to a maximum of five (5) Players (including a goalkeeper) may be replaced at one (1) of three (3) permitted substitution opportunities to make a substitution during a match, up until the conclusion of normal playing time, time lost or Extra Time, if played. The replacement Player must be one of the substitutes selected on the Starting List as directed above. For the avoidance of doubt, any:
    - (A) substitutions made during the half-time break will not count towards the three (3) permitted substitution opportunities during a match; and
    - (B) substitutions or substitution opportunities that have not been used at the conclusion of normal playing time or time lost, if played, such unused substitutions and substitution opportunities may be used during Extra Time; and
  - (ii) one (1) additional Player (outfield Player or goalkeeper) may be replaced and each team will have one (1) additional substitution opportunity during Extra Time of a match up until the conclusion of Extra Time (whether or not the team has already used the full number of permitted substitutes or substitution opportunities). The replacement Player must be one of the substitutes selected on the Starting List as directed above.
- (f) In addition to the above Substitution Rules, in Final Rounds Playoff Matches and Final Rounds matches only, each team will be permitted to use a maximum of one (1) concussion substitution in a match where a Player suffers a concussion, or suspected concussion, in accordance with the FA Concussion Policy and the Approved IFAB Concussion Substitute Protocol adopted by FA. For clarity, concussion substitutions will not count towards the permitted substitution opportunities during a match.
- (g) A substitution can be made upon a Match Official being notified (which must be the fourth official during the Final Rounds Playoff Matches and Final Round Matches). A substitute Player must only enter the field of play:
  - (i) after the Player being replaced has left the field of play;
  - (ii) after he receives a signal from the Referee;
  - (iii) at the half-way line and during a stoppage in the Australia Cup Match; and

(iv) for the Final Rounds Playoff Matches and Final Round Matches, to make a substitution the fourth official must be verbally notified of the Players involved in the substitution.

#### 17. TECHNICAL AREA

- (a) A Technical Area must be provided at the Venue for each Club in all Australia Cup
- (b) For Preliminary Round Matches, a maximum of twelve (12) persons are permitted to occupy the Technical Area for each Club during an Australia Cup Match. This includes five (5) named substitutes and up to seven (7) registered Team Officials.
- (c) For the Final Rounds Playoff Matches and Final Round Matches, a maximum of fourteen (14) persons are permitted to occupy the Technical Area for each Club during an Australia Cup Match. This includes the minimum of five (5) and maximum of seven (7) named substitutes prescribed in clause 16(b) above and up to seven (7) registered Team Officials.
- (d) The occupants of the Technical Area must be registered via the prescribed process and at all times Team Officials must display relevant identification and be listed on the Team Sheet or Starting List prior to the commencement of the Australia Cup Match.
- (e) For the Final Rounds Playoff Matches and Final Round Matches, the occupants of the Technical Area, not including Players selected as substitutes on the Starting List, must be identified to the fourth official prior to the commencement of the Australia Cup Match on the Officials on the Substitution Bench Form.

#### 18. MATCH DAY FORMS AND RESULTS

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

- (iii) where requested by FA, Member Federations will submit all match day forms received in accordance with clauses 18(b)(i) and 18(b)(ii) to FA within seven (7) days of receipt.
- (c) For the Final Rounds Playoff Matches and Final Round Matches, the following match day forms are to be used, in the form prescribed by FA:
  - Starting List;
  - (ii) Officials on the Substitution Bench Form;
  - (iii) Referees' Report;
  - (iv) Referees' Incident Report Form; and
  - (v) Match Commissioner Report Form.
- (d) The Australia Cup Event and Match Day Standards provide additional requirements regarding match day forms applicable for Final Round Matches, which must be complied with by Australia Cup Participants.
- (e) For the avoidance of doubt, a Participant who is registered as both a Player and a Team Official for the purposes of participating in an Australia Cup Match must be listed on both the Starting List and the Officials on the Substitution Bench Form.

#### 19. PLAYING STRIPS AND EQUIPMENT

## 19.1 Playing Strip Approval

- (a) Each Club must have:
  - (i) one (1) 'light' and one (1) 'dark' design of its official jersey, shorts and socks for outfield Players which may also be classified as the Club's 'home' and 'away', unless otherwise approved in writing by FA in its sole and absolute discretion; and
  - (ii) one (1) 'light' and one (1) 'dark' contrasting design of its official jersey, shorts and socks for Goalkeepers, (such kits to be worn consistently, meaning each of a Club's Goalkeepers for any single Australia Cup Match must all wear the same strip) which must not clash with the Club's home and away design for Players,

(together, Australia Cup Playing Strips).

- (b) Each Club must submit:
  - for Preliminary Round Matches, the colour(s) of its Australia Cup Playing Strips to the relevant Member Federation for approval before the deadline prescribed by the Member Federation; and
  - (ii) for the Final Rounds Playoff Matches and Final Round Matches, its Australia Cup Playing Strips to FA for approval, immediately after qualifying and not less than twenty-eight (28) days prior to the day scheduled for a Club's Round of 32 Australia Cup Match. All Australia Cup Playing Strips

submitted to FA under this clause 19.1(b)(ii) must include all details of the colours and the actual intended placement and sizing of all branding, Player surnames, short numbers and logos (including, without limitation, sponsor branding, the Club's official name and logo, and any other marks or emblems) as well as the position of the Australia Cup Badge. The Australia Cup Logo approximately measures 74mm width x 100mm height.

- (c) The decision whether to approve an Australia Cup Playing Strip in accordance with clause 19.1(b) is a matter for the sole and absolute discretion of:
  - (i) the Member Federation, for Preliminary Round Matches; and
  - (ii) FA, for Final Round Matches.
- (d) For Preliminary Round Matches, participating Clubs must only wear the Australia Cup Playing Strip as approved by the relevant Member Federation in accordance with clause 19.1(b).
- (e) For the Final Rounds Playoff Matches and Final Round Matches, participating Clubs must only wear the Australia Cup Playing Strip as approved by FA in accordance with clause 19.1(b).
- (f) Subject to clause 19.3(c), for the Final Rounds Playoff Matches and Final Round Matches, Clubs must wear their approved Australia Cup Playing Strip as prescribed, unless determined otherwise by FA in its sole and absolute discretion.
- (g) For the avoidance of doubt and notwithstanding approval in accordance with clause 19.1(b), a Club's Australia Cup Playing Strips must at all times comply with the requirements set out in these Regulations, including without limitation, clauses 26.7(b) and 26.8(a),
- (h) The current Australia Cup Winners may apply and display a gold Australia Cup logo on the right breast in the season following their title, with the words 'Winners 20XX' (replacing XX with the year in which the current Australia Cup Winners were the Australia Cup Winners) under the logo on any jersey which compromises part of a Club's Australia Cup Playing Strip.

#### 19.2 Playing Strips

- (a) Member Federation Clubs are not required, but may wish, to display Player surnames on the back of playing shirts and/or Player numbers on playing shorts (with any such surnames or numbers to appear consistently on all playing strips, or not at all).
- (b) A-League Men Clubs must display Player surnames and the 10/Paramount+ logo lock up on the back of playing shirts, and Player numbers on playing shorts.
- (c) The colour of the Match Officials shirt must be clearly distinguishable from the shirts worn by both Outfield Players and Goalkeepers.
- (d) For the Final Rounds Playoff Matches and Final Round Matches:

- (i) no Club is permitted wear a Playing Strip other than its designated Australia Cup Playing Strip in accordance with clause 19.1;
- (ii) the Player's number is to appear on the back of the primary and alternate playing shirt in accordance with the Club's official 'Starting List';
- (iii) the number appearing on the Player's shirt must be the same as the Player's squad number as specified in the Club's Australia Cup Player Roster; and
- (iv) each Club must otherwise comply with the 2023 Australia Cup Playing Strip Guidelines as promulgated by FA from time to time.

#### 19.3 Playing Strip Allocations

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

# 19.4 Player Equipment

- (a) Player equipment worn must comply with the Laws of the Game and FA Statutes.
- (b) In accordance with Law 4 of the Laws of the Game:
  - (i) the Compulsory Equipment (as set out in the Laws of the Game) worn by Players must not have any political, religious, national or personal slogans, statements, images or advertising other than the manufacturer logo (such manufacturer logo as approved by FA); and
  - (ii) Players must not reveal undergarments showing political, religious, national or personal slogans, statements, images or advertising other than the manufacturer logo (such manufacturer logo as approved by FA).
- (c) All Clubs must adhere to, and comply with, all relevant player equipment rules as stipulated in the Australia Cup Event and Match Day Standards.
- (d) A Club must receive FA's written approval prior to its Players using electronic performance and tracking systems during a Match via the Mobile Communications Device Approval Form.

#### 20. FIELD OF PLAY AND EQUIPMENT

# 20.1 Field of Play

(a) The minimum and maximum dimensions of the field of play are defined as follows:

(i) For Preliminary Round Matches:

(A) Minimum: 90m long and 45m wide; and

(B) Maximum: 120m long and 90m wide.

(ii) For the Final Rounds Playoff Matches and Final Round Matches, in accordance with the Laws of the Game:

(A) Preferred: 105m long and 68m wide;

(B) Minimum: 100m long and 64m wide; and

(C) Maximum: 110m long and 75m wide.

- (b) Clubs must receive written approval from FA (such approval to be granted or withheld in FA's sole and absolute discretion) for sanctioning of Venues where field of play dimensions do not satisfy the dimensions set out in clause 20.1(a).
- (c) The playing surface for all Australia Cup Matches must be prepared and maintained to a reasonable standard as determined by FA in its sole and absolute discretion.
- (d) For Preliminary Round Matches, any requirements as to pitch standards shall be determined by the relevant Member Federation.
- (e) The Final Rounds Playoff Matches and Final Round Matches may only be played on a pitch with a synthetic surface provided it has been constructed and maintained to at least a FIFA Quality Standard and have current FIFA certification, unless otherwise approved in writing by FA (which may be granted or withheld in FA's sole and absolute discretion). Clubs may be required to submit a valid certificate, if requested by FA.

#### 21. FACILITIES AND MATCH DAY EQUIPMENT

- (a) For the Final Rounds Playoff Matches and Final Round Matches, all Clubs must adhere to, and comply with, all relevant Australia Cup Event and Match Day Standards.
- (b) For the Final Rounds Playoff Matches and Final Round Matches:
  - (i) each Club must use the set of electronic assistant referees flags (*Beep Flags*) that will be provided by FA or the Member Federation for the Final Rounds Playoff Matches and all Final Round Matches. On match day, the Home Club must ensure that the Match Officials are provided with the Beep Flags;
  - (ii) the Beep Flags will remain the property of FA or the Member Federation.

    Any damage caused to the flags will be borne by the Club. Repairs are

- only to be conducted when authorised by FA or the Member Federation in writing prior to any work being carried out; and
- (iii) Each Club must use electronic substitution boards, which will be provided by FA or the Member Federation.

# 21.2 Match Ball Standards/ Official Australia Cup Match Ball

- (a) Football Australia will determine the allocation of Official Australia Cup Match Balls in its sole and absolute discretion, including variations to the quantities outlined in accordance with this clause 21.2.
- (b) For Preliminary Round Matches:
  - (i) Match Ball standards will be prescribed by the relevant Member Federation; and
  - (ii) where supplied and prescribed by FA and the relevant Member Federation, only the Official Australia Cup Match Ball must be used in the prescribed Australia Cup Matches (including for warm-up purposes).
- (c) For the Final Rounds Playoff Matches and Final Round Matches, only the Official Australia Cup Match Ball:
  - (i) is to be used in Australia Cup Matches; and
  - (ii) is to be used by participating Clubs for warm-up purposes.
- (d) For the Final Rounds Playoff Matches, FA will determine the match ball allocation.
- (e) Each Club participating in the Final Rounds will receive a minimum of twenty (20) Official Australia Cup Match Balls for warm-up purposes.
- (f) In addition to the Match Balls provided under clause 21.2(e), the Official Australia Cup Match Ball will be supplied and prescribed for match use as follows:
  - (i) For the Round of 32, the Home Club will receive ten (10) brand new match balls; and
  - (ii) For the Round of 16 onwards, the Home Club will receive:
    - (A) Ten (10) match balls, where the Home Club has not previously hosted a match;
    - (B) Four (4) match balls, where the Home Club has previously hosted a match. The Home Club must provide an additional six match balls which must be in good condition.
- (g) For the Cup Final, FA will determine match ball allocation.

#### 22. SCHEDULING AND VENUE STANDARDS

# 22.1 Scheduling

(a) For the Final Rounds Playoff Matches, the 9<sup>th</sup> and 10<sup>th</sup> placed A-League Men Club at the conclusion of the 2022/23 A-League Men Season will be the Home Club.

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

#### 22.2 Venues

- (a) Subject to clause 22.2(g), the Home Club is responsible for all applicable Venue hosting costs (including, without limitation, broadcast, security and ancillary costs (lights, water, power, staff etc.)) and will receive all related match day revenue, other than in relation to the Australia Cup Final, (as prescribed in clause 8.5(b)).
- (b) For the Final Rounds Playoff Matches and all Final Round Matches, each Club must:
  - (i) propose a host Venue or Venues in accordance with the requirements of the prescribed Australia Cup Club Registration Form, complying with any and all stipulated deadlines notified by FA from time to time and which fall within the following parameters;
    - (A) a Member Federation Club must:
      - (1) not nominate a Venue with a prescribed capacity in excess of 15,000 spectators unless prior written approval is provided by FA in its sole and absolute discretion;
      - (2) submit a valid Lux certificate for all nominated Venues (being not more than two (2) years old); and
      - (3) submit a statement of Venue availability from the Venue operator or owner; and
    - (B) an A-League Men Club must nominate either its A-League Men home venue or an alternate Venue with a prescribed capacity not exceeding 15,000 spectators unless approved otherwise by FA in

writing, with such approval to be granted or withheld by FA in its sole and absolute discretion; and

- (ii) prior to a relevant draw in the Final Rounds Draw Process, or, if applicable, the Final Rounds Playoff Matches, have obtained FA approval (such approval to be granted or withheld in FA's sole and absolute discretion) in writing, and complying with any and all stipulated deadlines notified by FA from time to time, in order to host an Australia Cup Match at a nominated Venue.
- (c) For the sake of clarity, where an A-League Men Club fails to nominate a venue prior to the stipulated deadline, as notified by FA from time to time, its A-League Men home venue will be used.
- (d) In accordance with the Australia Cup Event and Match Day Standards, each Venue must meet the standard for the applicable category below as prescribed by FA:
  - (i) Feature Broadcast Australia Cup Matches;
  - (ii) broadcast Australia Cup Matches that involve an A-League Men Club; or
  - (iii) broadcast Australia Cup Matches that involve only Member Federation Clubs.
- (e) FA has the power to require any Australia Cup Match to be played on an alternate date or at an alternative Venue (including, without limitation, a different city or locality) if FA considers it appropriate and necessary (as determined in FA's sole and absolute discretion). No money or other compensation shall be payable in any circumstances whatsoever relating to any change of Venue.
- (f) If requested by FA or the Away Club, the Home Club must use best endeavours to provide the Away Club with one (1) x sixty (60) minute familiarisation session on the field of play of the host Venue the day before an Australia Cup Match.
- (g) For Final Round Matches only, where a Home Club is a Member Federation Club of Football Northern Territory, then Football Northern Territory will be responsible for all Home Club hosting rights and obligations (including, but not limited to, the Home Club rights and obligations in clauses 22.2, 26.9(a), 26.13(e) and 26.13(a)), unless Football Northern Territory determines, in its sole and absolute discretion, to delegate any such rights or obligations back to the relevant Home Club.

# 23. SPECTATORS AND SECURITY

- (a) For the Final Rounds Playoff Matches and Final Round Matches, the Home Club and Member Federation (if applicable) must comply with the Australia Cup Minimum Security Standards.
- (b) FA may sanction a Club (such sanction may include but is not limited to, suspension or expulsion from the Australia Cup) as a result of spectator behaviour or security issues including:
  - (i) non-compliance with the Australia Cup Minimum Security Standards;

- (ii) breaches of the National Code of Conduct and Ethics relating to supporter and spectator behaviour (including without limitation, non-compliance with the Spectator Code of Behaviour); and/or
- (iii) any other conduct which in the opinion of FA (such opinion determined in FA's sole and absolute discretion) injures the reputation of FA, a Member Federation, football or the Australia Cup.

#### 24. DISCIPLINARY RULES

### General Disciplinary Rules

- (a) The Australia Cup Disciplinary Regulations form part of the FA Statutes and are outlined in the applicable schedule to the Disciplinary Regulations, as promulgated by FA from time to time.
- (b) The Australia Cup Disciplinary Regulations are set by FA as the Competition Administrator of the Australia Cup. In accordance with the Disciplinary Regulations, the Disciplinary Regulations, which includes the Australia Cup Disciplinary Regulations, may be supplemented, but not varied, by Supplementary Regulations.

## Preliminary Rounds Disciplinary Rules and Member Federations

- (c) In accordance with clause 5.2 and subject to clauses 24(b) and 24(d), Member Federations must administer the disciplinary procedures for the Preliminary Rounds in accordance with the Disciplinary Regulations, as set out in the applicable schedule to the Disciplinary Regulations, and these Regulations, both of which are applicable to the Preliminary Rounds.
- (d) FA reserves the right to require the Member Federation to enforce the disciplinary procedures in relation to the Preliminary Rounds at any time in its sole and absolute discretion.

## 25. OFFICIAL TITLE AND MARKS

#### 25.1 Australia Cup Brand Manual

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

## 25.2 Official Title and Naming Conventions

- (a) The competition will be called the "Australia Cup" and marketed under the name "Australia Cup" (*Official Title*) or under any other name as notified by FA from time to time.
- (b) At a minimum, each Australia Cup Participant must include the Official Title prominently on all materials produced by or on behalf of it relating to the Australia Cup, (including, but not limited to, tickets, programmes, press releases and (where possible) scoreboard displays) and (where possible) will refer to the Official Title at least once over (any) public address system operating on the day of each Australia Cup Match. Each Australia Cup Participant must comply with such other directions from FA from time to time in relation to naming conventions and promotional materials.
- (c) The official names and terms that must be used by Australia Cup Participants in any official correspondence in relation to the Australia Cup are as follows:
  - (i) Generic Terms:
    - (A) Australia Cup;
    - (B) Australia Cup Preliminary Rounds;
    - (C) Australia Cup Final Rounds Playoffs;
    - (D) Australia Cup Final Rounds;
    - (E) Australia Cup Round of 32;
    - (F) Australia Cup Round of 16;
    - (G) Australia Cup Quarter Finals;
    - (H) Australia Cup Semi Finals;
    - (I) Australia Cup Final;
    - (J) Australia Cup Winners;
    - (K) Australia Cup Runners-Up;
    - (L) Australia Cup Trophy;
    - (M) Mark Viduka Medal (Australia Cup Final Best Player); and
  - (ii) Specific Terms:
    - (A) Australia Cup 2023;
    - (B) Australia Cup 2023 Preliminary Rounds;
    - (C) Australia Cup 2023 Final Rounds Playoffs;
    - (D) Australia Cup 2023 Final Rounds;
    - (E) Australia Cup 2023 Round of 32;
    - (F) Australia Cup 2023 Round of 16;
    - (G) Australia Cup 2023 Quarter Finals;

- (H) Australia Cup 2023 Semi Finals;
- (I) Australia Cup Final 2023;
- (J) Australia Cup Winners 2023;
- (K) Australia Cup Runners-Up 2023; and
- (L) Mark Viduka Medal 2023 (Australia Cup Final 2023 Best Player).

## 25.3 Australia Cup Marks

- (a) Each Australia Cup Participant acknowledges that:
  - (i) FA is the owner of the Australia Cup Marks and that all rights and goodwill in and in relation to the Australia Cup Marks are vested in FA; and
  - (ii) the Australia Cup Marks may include branding of the Australia Cup Naming Rights Partner from time to time.
- (b) To ensure consistency in the "look and feel" of the entire Australia Cup and to prevent and/or arrest any instances of Australia Cup-related Ambush Marketing by third parties, each Australia Cup Participant must ensure that neither itself, nor any third party contracted to an Australia Cup Participant, develops, uses, registers, adopts, or creates any mark, logo or symbol which refers to the Australia Cup or any phase of the Australia Cup, or which is, in FA's reasonable opinion, confusingly similar to, is a colourable imitation of, is a derivation of, or which unfairly competes with the Australia Cup Marks.
- (c) Each Australia Cup Participant undertakes not to oppose, and to ensure that none of its contracted third parties oppose, any of the trademark or copyright applications filed by FA (or its nominees or licensees) in respect of the Australia Cup Marks, or seek to cancel any such registrations held by FA.

## 25.4 Use of Australia Cup Marks

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

(ii) in accordance with these Regulations and the Australia Cup Brand Manual.

#### 25.5 Club Marks

- (a) Each Club grants to FA a perpetual, irrevocable, non-exclusive royalty free licence to use their Club Marks in relation to the Australia Cup, including for marketing and promotional purposes and the exploitation of Commercial Rights.
- (b) Clubs that qualify for the Round of 32 must, within 14 days of receiving confirmation of qualification from the relevant Member Federation (or FA in the case of the Final Rounds Playoffs), provide FA with a high-resolution transparent version of the Club's logo in the manner prescribed by FA from time to time.
- (c) FA must not apply any variations of modifications to the official version of the Club Marks and must not use any Club Marks in any manner which:
  - (i) would imply that any Club endorses a product or brand of any commercial entity, including any Australia Cup Partner;
  - (ii) is deceptive or misleading;
  - (iii) compromises or reflects unfavourably upon the good name, goodwill, reputation, political or religious impartiality and image of the Club; or
  - (iv) might jeopardise or limit the Club's proprietary interests in the Club Mark.

#### 26. COMMERCIAL

### 26.1 Ownership of Commercial Rights

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

## 26.2 Communication

FA have the right to communicate directly with all Australia Cup Clubs for the purpose of distributing information relating to the administration of the Australia Cup competition, including, but not limited to, information relating to the Commercial Rights and obligations of FA and Official Australia Cup Partners. Clubs must provide a minimum of one (1) direct contact, or as otherwise prescribed by FA from time to time.

## 26.3 Exploitation of Commercial Rights

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

#### 26.4 Media Rights

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

## 26.5 Image Rights

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

## 26.6 Australia Cup Partner Entitlements

- (a) Clubs and Member Federations must comply with Australia Cup corporate hospitality and ticketing requirements for FA and Australia Cup Partners as prescribed by FA from time to time.
- (b) FA reserves the right for Australia Cup Partners to activate at any Australia Cup Matches including in precinct pre-match and/or on the field of play pre-match and at half-time.
- (c) For the Australia Cup Final, each Club must make at least three (3) of its Players available for one (1) player appearance in the seven (7) days preceding the Australia Cup Final, at such place and time nominated by FA.
- (d) FA may issue more detailed rules and regulations regarding the provision of Australia Cup Partner entitlements (including, but not limited to, in relation to, broadcasting, perimeter board signage, media backdrops, centre circle banners, side of goal mats, substitute/added time boards, tickets and match programmes) and the Clubs and Member Federations must comply with such rules and regulations as amended from time to time by FA.

#### 26.7 Sponsor Branding and Use of Australia Cup Logo on Australia Cup Playing Strips

(a) Subject to this clause 26.7, a Club may display sponsor branding on its Australia Cup Playing Strips.

- (b) Clubs and Member Federations must not at any time display at a Venue any sponsor branding on a Club's Australia Cup Playing Strip of any person that in FA's reasonable opinion competes with the businesses, products or services within the exclusive category (as defined in Item 1 of Schedule D) granted to the Australia Cup Naming Rights Partner.
- (c) For the Final Rounds Playoff Matches and Final Round Matches:
  - (i) all participating Member Federation Clubs must:
    - (A) display the Australia Cup Logo on the front right chest where possible, otherwise on the front left chest or shirt sleeve, of both their light and dark playing shirts; and
    - (B) not display any sponsor branding on Australia Cup Playing Strips that in FA's reasonable opinion competes with the Official Broadcaster or the respective businesses, products or services within the Australia Cup Exclusive Sponsor Categories and
  - (ii) all participating A-League Men Clubs must:
    - (A) display the Australia Cup Logo on both their light and dark playing shirts in the location where the A-League Men Competition Logo appears in respect of the A-League Men;
    - (B) otherwise comply with A-League Men Competition Licensing & Merchandise Policies and Procedures in respect of their participation in the Australia Cup; and
    - (C) not display any sponsor branding on Australia Cup Playing Strips that in FA's reasonable opinion competes with the Official Broadcaster or the respective businesses, products or services within the Australia Cup Exclusive Sponsor Categories.
- (d) FA will provide Clubs a prescribed number of Australia Cup Logo badges for application on Australia Cup Playing Strips for Final Rounds Playoff Matches and Final Round Matches. If requested by Clubs, additional Australia Cup Logo badges may be sourced from FA and/or FA's official licensee for use on Club merchandise.

## 26.8 Signage, Branding and Activations

- (a) Clubs and Member Federations must not at any time display any signage or branding (including on a Club's Australia Cup Playing Strip) at a Venue or conduct, or permit a third party to conduct, any activation or promotional activity at a Venue that in FA's reasonable opinion competes with the respective businesses, products or services within the exclusive category granted (as defined in Schedule K) to an Australia Cup Partner.
- (b) For Preliminary Round Matches:
  - (i) subject to clause 26.8(a) and 26.8(b)(ii), Clubs and Member Federations have the right to display signage and conduct, or permit a third party to conduct, any activation or promotional activity at a Venue;

- (ii) Home Clubs must display the official Australia Cup banner:
  - (A) at the half-way point of the eastern sideline, where such banner is provided by FA; and
  - (B) behind the goals at the northern and southern sideline where prescribed by FA from time to time.
- (c) For the Final Rounds Playoff Matches and Final Round Matches (excluding the Australia Cup Final):
  - (i) subject to clause 1.1(a)(i)26.8(c)(ii), FA retains all field of play signage, including but not limited to all fixed signage, LED, 3D mats, back of goal signage and side of goal signage (*Field of Play Signage*), at the Venue;
  - (ii) subject to clauses 26.8(d) and 26.8(e), the Home Club is entitled to the Field of Play Signage inventory set out in Event and Match Day Standards;
  - (iii) Clubs must not display any signage or branding (including on a Club's Australia Cup Playing Strip) at a Venue or conduct, or permit a third party to conduct, any activation or promotional activity at a Venue unless the Club has received FA's prior written approval to do so (such approval to be granted or withheld in FA's sole and absolute discretion) not less than fourteen (14) days prior to the day fixed for playing the Club's next home Australia Cup Match.
- (d) In respect of Member Federation Clubs and Member Federations, without limiting FA's right to approve under clause 26.8(c), FA will not provide its approval under clause 26.8(c) if, in FA's opinion, such signage, branding or activity competes with:
  - (i) the Official Broadcaster or the respective businesses, products or services within the Australia Cup Exclusive Sponsor Categories; or
  - (ii) any FA related football program, product or service.
- (e) In respect of A-League Men Clubs, without limiting FA's right to approve under clause 26.8(c), FA will not provide its approval under clause 26.8(c) if, in FA's reasonable opinion, such signage, branding or activity competes with:
  - (i) the Official Broadcaster or the respective businesses, products or services within the Australia Cup Exclusive Sponsor Categories; or
  - (ii) any FA related football program, product or service.
- (f) For the Australia Cup Final, FA retains all signage and activation rights at the Venue.
- (g) For all Australia Cup Matches, FA retains all rights to brand and/or exploit:
  - (i) ball persons;
  - (ii) substitution boards;
  - (iii) substitution bibs;
  - (iv) 'Match Officials';
  - (v) 'Technical Areas';

- (vi) dressing rooms;
- (vii) player tunnel;
- (viii) stretcher bearers;
- (ix) ball plinth;
- (x) ball tee;
- (xi) mascots;
- (xii) coin toss;
- (xiii) Match ball presenter;
- (xiv) 'big TV screen';
- (xv) the areas behind or around goals; and
- (xvi) centre circle.

## 26.9 Hospitality

- (a) Subject to clauses 22.2(g) and 26.6(a) the Home Club has the sole and exclusive right to exploit any and all Hospitality Rights for Preliminary Round Matches, Final Rounds Playoff Matches and Final Round Matches, excluding the Australia Cup Final.
- (b) FA has the sole and exclusive right to exploit any and all Hospitality Rights for the Australia Cup Final.

## 26.10 Betting Operators

- (a) An Australia Cup Participant must not enter into an agreement in relation to the Australia Cup with a Sports Betting Operator or any other body who offers betting or gambling related products or services (whether licensed to provide such products or services in Australia or overseas or otherwise) without obtaining FA's prior written consent, which may be withheld by FA in its sole and absolute discretion.
- (b) Without limiting FA's discretion under clause 26.10(a), FA will not provide its consent under clause 26.10(a) for an Australia Cup Participant to enter into a proposed agreement with a body who offers betting or gambling related products or services which are prohibited in Australia, or a Sports Betting Operator where:
  - (i) the Sports Betting Operator does not have a product fee and integrity agreement with FA; or
  - (ii) the proposed agreement between the Australia Cup Participant and the Sports Betting Operator would:
    - (A) permit the Sports Betting Operator to use or associate with the Australia Cup Logo or Australia Cup Data;
    - (B) permit the Sports Betting Operator to use the image of, or directly associate with, any Player and/or Official;

- (C) permit the display of any branding featuring the Sports Betting Operator on the apparel of any Player or Official, including Australia Cup Playing Strip, on and off-field apparel and team kit and equipment;
- (D) permit the display of any branding featuring the Sports Betting Operator in any player and match official areas, including team benches, tunnels and changing rooms;
- (E) grant the Sports Betting Operator naming rights to any Australia Cup Match or other Club related event;
- (F) permit the display of any branding featuring the Sports Betting Operator on any Club media backdrop;
- (G) permit the communication of any odds within a Venue. For avoidance of doubt, this includes ground announcements as well as vision screens and signage;
- (H) permit the display of any odds on any Club related digital property, including the Club's official website or application; permit the display of the name or branding of more than one Sports Betting Operator at an Australia Cup Match or other Club related event;
- (I) permit the display of the name or branding of a Sports Betting Operator in breach of any broadcasting code of practice, including the display of betting advertising by means of virtual broadcast signage;
- (J) permit the display of the name or branding of more than one Sports Betting Operator at a Match or other Club related event (not including any Sports Betting Operator sponsor appointed by FA), including any arrangement where the Club enters into an agreement (or more than one agreement) with an entity (or entities) that would have the effect of displaying the name or branding of more than Sports Betting Operator;
- (K) grant the Sports Betting Operator rights in respect of the AFC Club Competitions; or
- (L) permit the Sports Betting Operator to create a Club or Member Federation dedicated website.

## 26.11 Ambush Marketing

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

#### 26.12 Match Balls for promotional activities

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

#### 26.13 Clubs and Member Federation Rights

- (a) Nothing in this clause 26 shall be construed or interpreted so as to prevent or restrict Clubs and Member Federations, subject to applicable FIFA, FA or other rules or regulations or decisions of FA, from entering into commercial arrangements in relation to Australia Cup Matches that do not in FA's reasonable opinion conflict with the obligations of Australia Cup Participants as set out in these Regulations (and in any other rules or regulations issued by FA).
- (b) Notwithstanding clauses 26.7 and 26.8, Clubs and Member Federations may display at a Venue for the Final Rounds Playoff Matches and Final Round Matches signage or branding (including on a Club's Australia Cup Playing Strip) of a person who manufactures, promotes, distributes, sells or supplies products in the alcoholic beverage category (as defined in Item 2 of Schedule D) (*Alcohol Sponsor*) if that

person has made a \$250,000 net cash contribution to the Club for the rights and has an expiry date of no later than 1 November 2023.

- (c) Clause 26.8 does not prevent Clubs and Member Federations from:
  - (i) selling pourage rights at a Venue to an Alcohol Sponsor;
  - (ii) permitting the recognition of the holder of the pourage rights at a Venue, provided that such recognition is limited to branding on equipment (such as fridges and taps) required as part of a reasonable pourage agreement; or
  - (iii) displaying signage or branding (including on a Club's Australia Cup Playing Strip) at a Venue of a social club, pub, hotel, restaurant, leagues or other similar club or licensed venue, provided that such signage or branding does not name any products or services in the alcoholic beverage category (as defined in Item 3 of Schedule D).
- (e) If approved by FA in writing (in its sole and absolute discretion), Home Clubs (or Football Northern Territory, subject to clause 22.2(g)) may conduct sponsorship activations at Preliminary Round and Final Round Matches including in precinct prematch and/or on the field of play pre-match and at half-time.

# 26.14 Financial reporting

- (a) For the Final Rounds Playoff Matches and Final Rounds, Home Clubs (or Football Northern Territory, subject to subject to clause 22.2(g)) must complete the Financial Reporting Form for each Australia Cup Match hosted by the Club, and return all completed Forms to FA no later than thirty (30) days from the date on which the Club is eliminated from the Australia Cup.
- (b) Any information provided to FA under clause 26.14(a) will remain confidential to FA, and be used for the FA's internal reporting and review processes only. FA may impose disciplinary sanctions against an Australia Cup member found to have breached the financial reporting obligations in 26.14(a).

## 27. MEDIA AND COMMUNICATIONS

## 27.1 General

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

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

#### 27.2 Media Accreditation

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

#### 27.3 Media Backdrops

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

#### 27.4 Media Access

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

#### 27.5 Interviews

- (a) For Preliminary Round Matches, Clubs must comply with any reasonable request for interview by FA, the Official Broadcaster and/or Radio Broadcaster(s).
- (b) For Final Round Matches:
  - (i) Clubs who conduct and publish an interview (pre-match or post-match) with any club player and/or coaching staff, must conduct and publish said

- interview in front of the official Australia Cup Media Backdrop where such backdrop is provided by FA;
- (ii) Clubs must have their Head Coach and one (1) starting Player available from at least one (1) day before each Australia Cup Match for either a press conference, 'flash' interview and/or teleconference of up to fifteen (15) minutes:
- (iii) Clubs must have an Assistant Coach and/or Player available for an interview during the half-time break of each Australia Cup Match;
- (iv) Clubs must have their Head Coach available for an interview with the Official Broadcaster at any stage during broadcast of Australia Cup Matches;
- (v) Clubs must have the Player of the Match (or as otherwise named) available for an interview with FA, the Official Broadcaster and/or Radio Broadcaster within fifteen (15) minutes following the final whistle;
- (vi) Clubs must make available for interview any Player(s) chosen by the Official Broadcaster immediately following the conclusion of each Australia Cup Match. Clubs will be informed of interview requirements in the final minutes of Australia Cup Matches;
- (vii) during the two (2) days prior to an Australia Cup Match, any Official Training Session must be open to the media for not less than fifteen (15) minutes; and
- (viii) a post-match press conference and/or media opportunity must be provided at the host Venue not later than fifteen (15) minutes following the conclusion of each Australia Cup Match. The Head Coach and one (1) starting Player from each of the participating Clubs are required to participate in any post-match press conference or media opportunity.
- (c) For the Australia Cup Final:
  - (i) each Club must make their captain and Head Coach available for interview at an official Australia Cup Final press conference as requested by FA in the seven (7) days preceding the Australia Cup Final. The location and time of the press conference is to be determined by FA in its sole and absolute discretion; and
  - (ii) each Club must comply with any reasonable request by FA, the Official Broadcaster, or Australia Cup Naming Rights Partner to participate in any interview or content piece related to the Australia Cup Final.

#### 27.6 Mixed Zone

- (a) For the Australia Cup Final:
  - (i) a Mixed Zone will be set up by FA and be in operation at the conclusion of the Australia Cup Final; and
  - (ii) all Players and Team Officials must enter the Mixed Zone after leaving the team dressing room. Speaking with the media in the Mixed Zone is not compulsory however it is advised that Players and Team Officials give brief interviews if requested.

## 27.7 Photographers

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

## 28. TICKETING

## 28.1 Preliminary Rounds

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

## 28.2 Final Rounds and the Final Rounds Playoff

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

Final Round Match	Minimum Ticket Price	
I mai Nound Materi	Adult	Concession/Child
Final Rounds Playoffs, Round of 32 and Round of 16	\$10	\$5
Quarter Finals	\$15	\$5
Semi Finals	\$20	\$10
Cup Final	As determined by FA in its sole and absolute discretion.	

- (b) Excluding the Australia Cup Final, the Home Club will receive all ticket revenue for each Final Round Match it hosts and is responsible for all applicable Venue match day costs, as prescribed in clause 22.2(a).
- (c) For Final Round Matches, excluding the Australia Cup Final, the Home Club must provide on a complimentary basis:
  - (i) sixty-five (65) tickets to the Away Club, for use by the Away Club;
  - (ii) twelve (12) tickets in total for use by Match Officials and referees assessor; and
  - (iii) a reasonable number (not exceeding 250) of tickets to FA for Australia Cup Partners and FA, as reasonably requested by FA.

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

- (d) Where requested by the Away Club no later than seven (7) days prior to the relevant Australia Cup Match, the Home Club must provide a secure area in the grandstand for a maximum of twelve (12) Away Club non-playing Players and/or Team Officials, unless otherwise agreed in writing by both the Home Club and the Away Club.
- (e) For Final Round Matches, excluding the Australia Cup Final, the Home Club must ensure that a minimum of 15% of the Venue's capacity (after hospitality inventory is deducted) is made available for sale to Away Club supporters. Where any tickets set aside for Away Club supporters under this clause 28.2(e) remain unsold forty-eight (48) hours after this Away Club ticket allocation has gone on sale, the Home Club may return these tickets to general sale.
- (f) For Final Round Matches played at Venues with electronic ticketing functionality, standard FA ticketing requirements apply in accordance with the A-League Men Competition Regulations.
- (g) For all other Final Round Matches not covered by clause 28.2(f), the Home Club must produce tickets that display, as a minimum, the following:
  - Official Australia Cup Logo;
  - (ii) Home Club name;
  - (iii) Away Club name;
  - (iv) Australia Cup Match date and time;
  - (v) Venue details; and
  - (vi) Terms of Admission reference "Patrons must comply with Terms of Admission, available at <a href="https://www.footballaustralia.com.au">www.footballaustralia.com.au</a>".
- (h) Subject to the minimums set out in clause 28.2(a), for all Final Round Matches (excluding the Australia Cup Final), each Home Club must:

- (i) request FA approval (in its sole and absolute discretion) for its proposed ticket pricing;
- request FA approval of the proposed use of any tickets which are not being sold via conventional ticketing sale methods (including any proposed trade promotions, or offers for sale in conjunction with third parties); and
- (iii) obtain FA approval in writing (in its sole and absolute discretion) in respect of:
  - (A) ticket prices prior to putting tickets on sale; and ticket use prior to offering any tickets for sale through channels other than

conventional ticketing sale methods,

for the relevant Australia Cup Match.

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

## 28.3 Australia Cup Final

- (a) FA will determine ticket pricing and design in its sole and absolute ultimate discretion.
- (b) FA will provide the following tickets to each participating Club in the Australia Cup Final:
  - (i) 150 x Category A tickets;
  - (ii) 100 x Category B tickets;
  - (iii) one (1) x corporate suite (noting that each Club will be responsible for any hospitality costs associated with the corporate suite, including catering);
  - (iv) an additional 92 x Category A tickets to be distributed to Players only; and
  - (v) a right to purchase a minimum 150 Category A and 100 Category B tickets, with the right to purchase additional tickets, subject to availability.
- (c) Tickets provided under clause 28.3(b) are issued on a complimentary basis for Club use only, and are not to be paired with other goods or services as part of a commercial ticket offering (unless approved by FA in its sole and absolute discretion).
- (d) FA cannot guarantee either participating club, access to complimentary tickets or holds in certain sections of the host stadium for their staff, club members, or any other stakeholder.

## 28.4 Reporting

For Final Rounds Playoff Matches and Final Round Matches, the Home Club is obligated to record the actual crowd attendance. The actual attendance must be confirmed by the Home Club with the Match Commissioner, plus ticketing agency if applicable. If requested by FA

and subject to applicable privacy laws, the Home Club will provide to FA the name and contact details (address, phone number and email) for each ticket holder.

# 29. AFC CLUB COMPETITIONS SLOT ALLOCATION, PRIZE FUND AND CLUB EXPENSES

## 29.1 AFC Club Competitions Slot Allocation

- (a) The Australia Cup Winner will be designated as the winner of Australia's domestic cup for the purposes of slot allocation for AFC Club Competitions.
- (b) Entry to participate in AFC Club competitions,), is not guaranteed by FA and is at all times subject to:
  - the AFC position and slot allocation assigned to AFC Member Associations for the AFC Club Competitions in accordance with the Entry Manual for AFC Club Competitions; and
  - (ii) the club licensing requirements outlined in the AFC Club Licensing Regulations as promulgated by AFC from time to time.

## 29.2 Prize Money

- (a) For the Final Rounds, prize money will be paid to participating Clubs for each round from the Round of 16 onwards.
- (b) The Australia Cup Prize Fund is outlined in the table below:

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

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

(d) Prize money will be distributed to Clubs at a time to be determined by FA in its sole and absolute discretion, and will only be paid once FA confirms that the Club has no outstanding financial obligations towards FA and/or any relevant external third parties with respect to the Club's participation in the Australia Cup competition.

## 29.3 Club Subsidies

- (a) For the Final Rounds Playoff Matches, Australia Cup Match subsidies will be provided in accordance with the Australia Cup Travel Policy.
- (b) For the Final Rounds, Australia Cup Match subsidies are provided as follows:
  - (i) FA will cover reasonable flights, ground transport, meals and accommodation as determined by FA for a traveling party of twenty-three
     (23) for each Away Club, in accordance with the Australia Cup Travel Policy.

#### 30. TROPHY AND MEDALS

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

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

## 31. MEDICAL

- (a) For Preliminary Round Matches, all participating Clubs must comply with the applicable medical standards as prescribed by the relevant Member Federation.
- (b) For Preliminary Round Matches, all participating Clubs must comply with FA Concussion Guidelines. A copy of the FA Concussion Guidelines can be found on the FA website. At the following URL: <a href="https://www.footballaustralia.com.au/sites/ffa/files/2017-09/FFA%20Concussion%20Guidelines.pdf">https://www.footballaustralia.com.au/sites/ffa/files/2017-09/FFA%20Concussion%20Guidelines.pdf</a>.
- (c) For the Final Rounds Playoff Matches and Final Round Matches, all participating Clubs must comply with the FA Concussion Policy.
- (d) All A-League Men Clubs must comply with the A-League Men Minimum Medical Standards for all Australia Cup Matches.
- (e) For the Final Rounds Playoff Matches and Final Round Matches:
  - (i) each Club must have one (1) qualified Physiotherapist present on match day;
  - (ii) where:
    - both Clubs are Member Federation Clubs, the Home Club must have one (1) qualified and registered Doctor present on match day;

- the Home Club is a Member Federation Club, and that Club is hosting a A-League Men Club, that Home Club must have one (1) qualified and registered Doctor present on match day in addition to any requirement for the A-League Men Club to have their own qualified and registered Doctor present on match day, in accordance with the A-League Men Minimum Medical Standards; and
- both Clubs are A-League Men Clubs, a qualified and registered Doctor is required for each Club, in accordance with the A-League Men Minimum Medical Standards:
- (iii) an operational Automated External Defibrillator (*AED*) must be present at each Final Rounds Playoff Match and Final Round Match. The AED should be located near the halfway line, and medical staff from both Clubs should be aware of its location prior to the commencement of the Australia Cup Match;
- (iv) that involve a A-League Men Club or is a Feature Broadcast Australia Cup Match, the Home Club must comply with the A-League Men Minimum Medical Standards and provide at least:
  - one (1) ambulance at the Venue;
  - if the relevant state or territory ambulance service is unable to provide an ambulance for such a Final Rounds Playoff Match or Final Round Match, the Home Club must ensure that at the Venue there is at least:
    - (1) one (1) Emergency Physician;
    - (2) the equivalent medical equipment and supplies that would otherwise have been available at a Final Rounds Playoff Match or Final Round Match had an ambulance been available; and
  - If the Home Club is unable to procure the services of an Emergency Physician for a Final Rounds Playoff Match or Final Round Match as required under clause 0 above, the Home Club must ensure that an alternate provider of emergency medical services (*Emergency Provider*) is engaged and that:
    - (3) such Emergency Provider must provide at least the same level of skilled medical care and service as would otherwise have been provided by the relevant state or territory ambulance service and/or Emergency Physician; and
    - (4) there is at least the equivalent medical equipment and supplies that would otherwise have been available at a Final Rounds Playoff Match or Final Round Match had an ambulance been available.

- (v) that involve two (2) Member Federation Clubs, the Home Club must ensure that where the Australia Cup Match is not a Feature Broadcast Australia Cup Match, a minimum of one (1) ambulance is present, unless the Venue is within 20km of a hospital with an accident and emergency department.
- (f) all Clubs must comply with any additional minimum medical standards as required by the Australia Cup Event and Match Day Standards.

#### 32. ANTI-DOPING

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

#### 33. INDEMNITY AND RELEASE

#### 33.1 Indemnity

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

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

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

#### 33.2 Release

By participating in the Australia Cup, each Australia Cup Participant agrees not to bring any claim or proceeding of any nature whatsoever against FA for any damage, loss, injury or liability of any nature whatsoever that the Australia Cup Participant may suffer, incur or sustain in participating in, or being excluded from, the Australia Cup. Except for liability that by law cannot be excluded, FA excludes all liability of any nature whatsoever to the Australia

Cup Participant in tort (including negligence), contract, bailment or otherwise for acts or omissions of FA or its directors, officers, servants, employees, contractors, agents and volunteers arising out of or in relation to the Australia Cup or otherwise.

#### 34. **DEFINITIONS**

### 34.1 In these Australia Cup Regulations:

**Administrator** means the FA employee appointed to discharge the duties contained within these Regulations from time to time.

**AFC** means the Asian Football Confederation.

AFC Club Competitions means the AFC Champions League and/or AFC cup.

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

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

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

A-League Men Competition Licensing & Merchandise Policies and Procedures means the A-League Men policies and procedures outlining specific licensing and merchandising requirements applying to the A-League Men as promulgated by APL and FA from time to time.

**A-League Men Disciplinary Regulations** means the disciplinary regulations for the A-League Men, as promulgated by FA from time to time.

**A-League Youth** means the national football competition conducted in Australia under the auspices or control of APL and FA known as the A-League Youth.

Alcohol Sponsor has the meaning given to it in clause 26.13.

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

APL means the Australian Professional Leagues (ABN 95 869 867 692).

**Appeal Committee** means the Appeal Committee established under clause **Error! Reference source not found.**.

**Approved IFAB Concussion Substitute Protocol** means the IFAB guidelines titled "Additional permanent "concussion substitutes"" dated 8 February 2021 and approved by IFAB to be applied by FA to the Australia Cup 2023 Final Rounds Playoff Matches and Final Rounds, as amended from time to time.

**Assistant Coach** means the person(s) employed, engaged or appointed by the Club (whether paid or unpaid) charged with the primary responsibility of assisting the Club's Head

Coach in training and selecting players for the Australia Cup.

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

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

as determined by FA in its sole and absolute discretion.

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

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

**Australia Cup Club Registration Form** means the Australia Cup club registration form, as prescribed by FA from time to time.

**Australia Cup COVID Protocol** means the protocols issued by FA from time to time to manage the COVID-19 pandemic.

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

**Australia Cup Disciplinary Regulations** has the meaning prescribed in the Judicial Bodies By-Law.

**Australia Cup Draw Principles** means the Australia Cup draw principles document outlining specific draw and fixture processes and allocations applying to the Australia Cup as promulgated by FA from time to time.

Australia Cup Emergency Player means a player approved by FA in accordance with clause 13.5(a) of the Regulations to play for a Member Federation Club in the Final Rounds.

Australia Cup Event and Match Day Standards means the Australia Cup Event and Match Day Standards as promulgated by FA from time to time.

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

*Australia Cup Final* means the Final Round Match outlined in clause 8.4(b)(v).

Australia Cup Logo means the official Australia Cup logo as set out as Schedule B.

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

Australia Cup Match means a match in the Australia Cup.

**Australia Cup Minimum Security Standards** means the Australia Cup Minimum Security Standards as promulgated by FA from time to time.

Australia Cup Naming Rights Partner means the official naming rights partner of the Australia Cup appointed by FA.

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

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

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

Australia Cup Player Roster means the roster of Players for each Club maintained in accordance with clause 0.

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

Australia Cup Playing Strip means the playing strip approved in accordance with clause

**Australia Cup Policies and Procedures** means the Australia Cup policies and procedures outlining specific requirements applying to the Australia Cup as promulgated by FA from time to time.

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

Australia Cup Travel Policy means the FA travel policy for the Australia Cup as promulgated by FA from time to time.

**Australia Cup Trophy** means the original trophy presented by FA to the winner of the Australia Cup as depicted in Schedule B.

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

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

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

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

**Broadcast Partner** means the organisation(s) granted the exclusive rights by FA to broadcast (including online streaming) live Australia Cup Matches.

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

Club means any entity admitted by FA to field a team in the Australia Cup.

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

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

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

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

**Disciplinary and Ethics Committee** means the Disciplinary and Ethics Committee established under clause **Error! Reference source not found.**.

**Disciplinary Counsel** means the person appointed by FA in accordance with clause **Error! Reference source not found.** 

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

**Disciplinary Regulations** means the disciplinary regulations, including the National Disciplinary Regulations and Australia Cup Disciplinary Regulations, as promulgated by FA from time to time,

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

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

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

**Emergency Physician** means a medical practitioner who has been admitted as a Fellow to, and is a current practising member of, the Australasian College of Emergency Medicine.

**Emergency Provider** has the meaning given to it in clause 0.

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

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

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

## Exhibition Rights means:

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

FA means Football Australia Limited.

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

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

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

**Feature Broadcast Australia Cup Match** means an Australia Cup Match which meets the broadcast standards as stipulated in the Australia Cup Event and Match Day Standards, or as otherwise determined by FA from time to time.

Field of Play Signage has the meaning given to it in clause 26.8(c).

**FIFA Disciplinary Code** means the current official FIFA Disciplinary Code as promulgated by FIFA from time to time.

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

Final Round Match means a match in the Final Rounds.

**Final Round Registration Fee** means the Final Round participation fee as prescribed by FA under clause 6.2(b).

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

Final Rounds Playoff Match means a match in the Final Rounds Playoffs.

Final Rounds Playoffs has the meaning given in clause 8.2(a).

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

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

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

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

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

*Grievance Procedure By-Law* means the Grievance Procedure By-Law as promulgated by FA from time to time.

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

**Head Coach** means the person employed, engaged or appointed by the Club (whether paid or unpaid) charged with the primary responsibility of managing, training and selecting players for the Australia Cup.

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

**Hospitality Rights** means the right to offer and sell hospitality and entertainment facilities at the Venue (including, for example, box and marques) in combination with a ticket but excluding those areas of the Venue reserved for FA Partners in accordance with clause 26.6.

IFAB means the International Football Association Board.

*Immune Persons* has the meaning prescribed in clause Error! Reference source not found..

**Insolvency Event** in relation to a Club means where:

- (a) the Club disposes of all or substantially all of its assets, operations or business (other than a voluntary liquidation for the purpose of amalgamation or reconstruction if the new entity assumes all of the Club's legal obligations);
- (b) any step is taken to enter into any arrangement between the Club and its creditors;
- (c) the Club ceases to be able to pay its debts as they become due;
- (d) the Club ceases to carry on business;
- (e) any step is taken by a mortgagee to enter into possession or dispose of the whole or any part of the Club's assets or business; or
- (f) any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator or other like person over the whole or any part of the Club's assets or business.

*Institute* means any national, state, territory institute or academy of sport that has a football program including any national training centre implemented by either FA or a Member Federation.

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

*Investigations Officer* means the person appointed by FA from time to time in accordance with clause **Error! Reference source not found.**.

*Judicial Bodies By-Law* means the Judicial Bodies By-Law as promulgated by FA from time to time.

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

*Laws of the Game* means the official 2021/22 Laws of the Game as promulgated by the IFAB unless otherwise specified.

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

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

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

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

*Match Official* means the Referee, assistant referee/s, video assistant referee, assistant video assistant referee, fourth official, Match Commissioner, referee inspector, assessor or selector, or any other person appointed by FA or a Member Federation to assume responsibility in connection with and officiating on an Australia Cup Match.

**Match Officials Agreement** means the standard Match Officials Agreement applying to all Referees, assistant referees, and fourth officials officiating in Final Rounds Playoff Matches and Final Round Matches.

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

**Match Review Panel** means the panel of three people appointed by FA from time to time to undertake the functions set out in clause **Error! Reference source not found.** of these Regulations.

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

#### Material Interest means holding:

- (d) a role as a Participant; or
- (e) any other role which, under these Regulations as amended from time to time, has an equivalent effect or is a similar position at a Club to that of a Participant, as determined by FA (in its sole and absolute discretion) as necessary to protect the integrity of the Australia Cup.

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

Media means media professional presently accredited by FA.

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

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

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

**Member Federation Player Points System** means the system for the calculation of a National Premier Leagues Club's player points with respect to participation in that Member Federation's National Premier Leagues competition, as prescribed by the relevant Member Federation from time to time.

Minimum Sanction has the meaning given at paragraph 5 of Part I, Schedule A.

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

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

**National Code of Conduct and Ethics** means the national code of conduct and ethics, as promulgated by FA from time to time.

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

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

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

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

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

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

**NZ National Team** means any national team squad selected or nominated by New Zealand Football including the men's senior, under age, or Olympics, futsal or beach football teams or any other national representative team determined by New Zealand Football from time to time.

#### Offence means:

- (a) a Player Red Card Offence; or
- (b) a Team Official Red Card.

## Official means:

(a) Match Official;

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

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

**Official Broadcaster** means the entity advised by FA who holds host broadcast rights in relation to the Australia Cup from time to time (including all forms of television broadcaster services and audio-visual content services).

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

Official Title has the meaning prescribed in clause 25.2(a).

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

Participant means a Player or a Team Official.

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

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

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

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

- R1 serious foul play
- R2 violent conduct
- R3 biting or spitting at any person
- R4 denying the opposing team a goal or an obvious goal-scoring opportunity by deliberately handling the ball (this does not apply to a goal-keeper within his own penalty area)
- R5 otherwise denying a goal or an obvious goal-scoring opportunity to an opponent as prescribed by Law 12 of the Laws of the Game.
- R6 using offensive, insulting or abusive language and/or gestures
- R7 receiving a second Yellow Card in the same match
- R8 entering the video operation room.

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

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

Y1 - unsporting behaviour

- Y2 dissent by word or action
- Y3 persistent infringement of the Laws of the Game
- Y4 delaying the restart of play
- Y5 failure to respect the required distance when play is restarted with a corner kick, free kick or thrown in
- Y6 entering re-entering, or deliberately leaving the field of play without the Referee's permission
- Y7 entering the referee review area
- Y8 excessively using the 'review' (TV screen) signal

**Player Table of Offences** means the various offences that can be committed by a Player contained in paragraph 7 of Part I, Schedule A.

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

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

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

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

**Preliminary Rounds** means the rounds of the Australia Cup preceding the Final Rounds.

Quarter Finals means the Final Round Matches outlined in clause 8.4(b)(iii).

**Radio Broadcaster** means the organisation(s) granted the right by FA to radio broadcast live the Australia Cup Matches.

**Range at the Table of Offences** means, in relation to each Offence, the range bounded by the Minimum Sanction prescribed in the Players Table of Offences or the Team Officials Table of Offences (as applicable) and the Maximum Sanction at Annexure A.

Red Card means a Player Red Card or Team Official Red Card, as the case may be.

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

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

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

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

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

Round of 16 means the Final Round Matches outlined in clause 8.4(b)(ii).

Round of 32 means the Final Round Matches outlined in clause 8.4(b)(i).

Semi Finals means the Final Round Matches outlined in clause 8.4(b)(iv).

**Semi Final Stage** means the conclusion of the two (2) Semi Finals.

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

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

SIA means Sport Integrity Australia.

**Starting List** means the form distributed by FA for the Australia Cup, nominating those players eligible to participate in an Australia Cup Match, including the eleven (11) Players selected to start the Australia Cup Match and the Players selected as substitutes.

**Substitution Rules** has the meaning prescribed in clause 16(e).

Supplementary Regulations has the meaning prescribed in clause 5.2(b)(ii).

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

**Team Misconduct** has the meaning given to it in clause **Error! Reference source not found.** 

**Team Official** means any person involved with the:

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

**Team Official Red Card** means the sending off of a Team Official by a Referee for the commission of the following sending-off offences specified in the Laws of the Game:

R-TO1 - violent conduct

R-TO2 - physical or aggressive behavior (including spitting or biting) towards an opposing Player, substitute, Team Official, Match Official, spectator or any other person (e.g. ball boy/girl, security or competition official)

R-TO3 - using offensive, insulting or abusive language and/or gestures

R-TO4 – biting or spitting at any person

R-TO5 - entering the field of play to:

confront a Match Official (including at half-time and full-time)

interfere with play or an opposing Player or Match Official

R-TO6 - deliberately leaving the technical area to:

- show dissent towards, or remonstrate with, a Match Official
- act in a provocative or inflammatory manner
- R-TO7 enter the opposing technical area in an aggressive or confrontational manner
- R-TO8 deliberately throwing/kicking an object onto the field of play
- R-TO9 delaying the restart of play by the opposing team e.g. holding onto the ball, kicking the ball away, obstructing the movement of a player
- R-TO10 receiving a second Yellow Card in the same Australia Cup Match
- R-TO11 entering the video operation room
- R-TO12 using unauthorised electronic or communication equipment and/or behaving in an inappropriate manner as the result of using electronic or communication equipment

**Team Official Red Card Offence** means the commission by a Team Official of one of the dismissal offences outlined in the definition of Team Official Red Card.

**Team Official Yellow Card** means the caution of a Team Official by Referee for the commission of the following cautionable offences specified in the Laws of the Game:

- Y-TO1 dissent by word or action, including throwing / kicking drinks bottles or other objects to show dissent and/or gestures which show a clear lack of respect for the Match Officials (e.g. sarcastic clapping)
- Y-TO2 gesturing or acting in a provocative, derisory or inflammatory way
- Y-TO3 gesturing for a Red Card or Yellow Card to be shown
- Y-TO4 clearly / persistently not respecting the confines of their team's Technical Area
- Y-TO5 deliberately entering the Technical Area of the opposing team (non-confrontational\_
- Y-TO6 delaying the restart of play by their team
- Y-TO7 showing a lack of respect for the game
- Y-TO8 persistent / repeated unacceptable behavior (including repeated warning offences)

**Team Official Table of Offences** means the various offences that can be committed by a Team Official contained in paragraph

**Team Sheet** means the team sheet prescribed by FA for the Australia Cup Preliminary Rounds from time to time.

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

**Terms of Admission** means FA's Terms of Admission for its events (a current version of which can be obtained at <a href="https://www.footballaustralia.com.au">www.footballaustralia.com.au</a> or on request).

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

**Video Assistant Referee or VAR** means the video assistant referee located at a local or centralised VAR operations area with access to all camera perspectives, including all broadcast feeds of a match and a technological solution for a video officiating review process as determined by the protocol established by the IFAB and FIFA.

Withdrawn Club has the meaning prescribed in clause 8.4(c).

Withdrawn Playoff Club has the meaning prescribed in clause 8.2(d).

**Yellow Card** means a Player Yellow Card or Team Official Yellow Card, as the case may be.

#### 34.2 Interpretation

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

#### SCHEDULE A - TABLE OF OFFENCES AND SANCTIONS UNDER FA STATUTES

#### PART I - TABLE OF OFFENCES

- 1. Other than as provided in clause Error! Reference source not found. of these Regulations, this Schedule A specifies the Offences sanctionable in accordance with these Regulations and the Range at the Table of Offences of sanctions that applies to each of these Offences. In respect of the Players Table of Offences, the Table in Column 1 also references the relevant sending-off offences R1 to R7 under the Laws of the Game. In respect of the Team Officials Table of Offences, the Table in Column 1 also references the relevant dismissal offences R-TO1 to R-TO12 under the Laws of the Game.
- 2. A Participant who has committed an Offence must receive a sanction within the Range at the Table of Offences.
- 3. The Range at the Table of Offences for each Offence is bounded at one end by the Minimum Sanction set out in the Players Table of Offences and the Team Officials Table of Offences that must be applied and at the other end by the Maximum Sanction that may be applied.
- 4. The maximum sanction that may be applied for each Offence is suspension for a period of 24 months, except for Offence No. 11 in the Players Table of Offences and Offence No. 13 in the Team Officials Table of Offences (Assault of a match official) where the maximum sanction is suspension for life (Maximum Sanction).
- 5. A Participant who commits an Offence is subject to the Minimum Sanction set out in the applicable Table of Offences in relation to each Offence. The Minimum Sanction is a combination of the Mandatory Match(es) Suspension applicable in accordance with these Regulations and an additional match suspension.

# 6. PLAYERS TABLE OF OFFENCES

Offence No.	Offence	Minimum Sanction
1 (R4 or R5 for Players)	Denying the opposing team an obvious goal-scoring opportunity, as prescribed in Law 12 of the Laws of the Game	The Mandatory Match Suspension
2 (R6 for Players)	Use of offensive, insulting or abusive language and/or gestures	The Mandatory Match Suspension
3 (R1 for Players)	Serious foul play (e.g. when challenging for the ball)	The Mandatory Match Suspension
4 (R2 for Players)	Assault on a Player (e.g. violent conduct when not challenging for the ball) or against any other person other than a Match Official, including an attempted Assault	1 additional match plus the Mandatory Match Suspension
5 (R2, R6 or R8 for Players)	Serious unsporting conduct	The Mandatory Match Suspension
6 (R6 for Players)	Use of discriminatory language and/or gestures, including racist, religious, ethnic or sexist	4 additional matches plus the Mandatory Match Suspension
7 (R3 for Players)	Biting or spitting at a Player, Team Official or any other person other than a Match Official	5 additional matches plus the Mandatory Match Suspension
8 (R2 or R6 for Players)	Inciting a brawl	5 additional matches plus the Mandatory Match Suspension
	Specific Offences Against a Match Official	
9 (R6 for Players)	Use of offensive, insulting or abusive language and/or gestures against a Match Official	The Mandatory Match Suspension
10 (R2, R6 or R8 for Players)	Unsporting conduct toward a Match Official	3 additional matches plus the Mandatory Match Suspension
11 (R2 for Players)	Assault of a Match Official	6 months including the Mandatory Match Suspension
12 (R3 for Players)	Biting or spitting at a Match Official	12 months Including the Mandatory Match Suspension

# **TEAM OFFICIALS TABLE OF OFFENCES**

Offence No.	Offence	Minimum Sanction
1 (R-TO5 for Team Officials)	Entering the field of play to interfere with play or an opposing Player	The Mandatory Match Suspension
2 (R-TO6, R-TO7, or R-TO11 for Team Officials)	Deliberately leaving the Technical Area to act in a provocative or inflammatory manner or enter the opposing Technical Area in an aggressive or confrontational manner, or to enter the video operation room	The Mandatory Match Suspension
3 (R-TO3 for Team Officials)	Use of offensive, insulting or abusive language and/or gestures	The Mandatory Match Suspension
4 (R-TO1 or R-TO2 for Team Officials)	Assault on a Player, Team Official, spectator or any other person other than a Match Official (including physical or aggressive behaviour to such individuals)	1 additional match plus the Mandatory Match Suspension
5 (R-TO8 for Team Officials)	Deliberately throwing/ kicking an object onto the field of play	The Mandatory Match Suspension
6 (R-TO12 for Team Officials)	Using unauthorised electronic or communication equipment and/or behaving in an inappropriate manner as the result of using electronic or communication equipment	The Mandatory Match Suspension
7 (R-TO9 for Team Officials)	Delaying the restart of play by the opposing team (e.g. holding onto the ball, kicking the ball away, obstructing the movement of a Player)	The Mandatory Match Suspension
8 (R-TO3 for Team Officials)	Use of discriminatory language and/or gestures, including racist, religious, ethnic or sexist	4 additional matches plus the Mandatory Match Suspension
9 (R-TO4 for Team Officials)	Biting or spitting at a Player, Team Official or any other person other than a Match Official	5 additional matches plus the Mandatory Match Suspension
	Specific Offences Against a Match Official	
10 (R-TO3 for Team Officials)	Use of offensive, insulting or abusive language and/or gestures against a Match Official	The Mandatory Match Suspension
11 (R-TO5 or R-TO6 for Team Officials)	Deliberately leaving the Technical Area or entering the field of play to interfere with or confront a Match Official (including to show dissent towards or remonstrate with a Match Official)	The Mandatory Match Suspension
12 (R-TO1, R-TO2 or R-TO3 for Team Officials)	Unsporting conduct toward a Match Official	3 additional matches plus the Mandatory Match Suspension
13 (R-TO1 or R-TO2 for Team Officials)	Assault of a Match Official	6 months including the Mandatory Match Suspension
14 (R-TO4 for Team Officials)	Biting or spitting at a Match Official	12 months Including the Mandatory Match Suspension

#### PART II. SANCTIONS UNDER FA STATUTES

- Subject to these Regulations, the following disciplinary sanctions may be imposed against a Club:
  - (b) a reprimand;
  - (c) a fine;
  - (d) place the Club on a bond;
  - (e) a deduction or loss of competition points;
  - (f) ban on the registration or transfer of any Players for a specified period of time;
  - (g) annulment of registration of a Player;
  - (h) suspension from participation in an Australia Cup Match or Matches and/or an A-League Men Match or Matches (in accordance with these Regulations);
  - (i) exclusion, suspension or expulsion from the Australia Cup and/or A-League Men (in accordance with these Regulations);
  - (j) playing a match without spectators or on neutral territory;
  - (k) a ban on playing in a particular stadium;
  - (I) annulment of the result of the match; or
  - (m) such other disciplinary sanctions or measures as is appropriate in all the circumstances, including as prescribed in the FIFA Statutes.
- 2. Subject to these Regulations, the following disciplinary sanctions may be imposed against a Participant:
  - (a) a reprimand;
  - (b) a fine;
  - (c) return of award;
  - (d) place the individual on a bond;
  - (e) ban on registration of Player with any Club for a specified period of time;
  - (f) annulment of registration of a Player;
  - (g) suspension from participation in an Australia Cup Match or Matches and/or an A-League Men Match or Matches (in accordance with these Regulations);
  - (h) suspension or expulsion from the Australia Cup and/or the A-League Men (in accordance with these Regulations);
  - (i) suspension or cancellation of licence or accreditation, including a player agent's licence or coaching accreditation;
  - (j) termination of registration or playing contract;
  - (k) a ban from the dressing rooms and/or the substitutes' bench;
  - (I) a ban from entering a stadium;

- (m) ban on taking part in any football related activity; or
- (n) such other disciplinary sanctions or measures as is appropriate in all the circumstances, including as prescribed in the FIFA Statutes.

# **SCHEDULE B - AUSTRALIA CUP TROPHY**





# SCHEDULE C - FINANCIAL REPORTING FORM

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

# SCHEDULE D - AUSTRALIA CUP SPONSOR CATEGORIES

	Category	Category Description	Current Australia Cup Sponsor in the Category
1	Motor vehicles	Motor vehicles and light commercial vehicles excluding trucks, motor cycles, All Terrain Vehicles, Outboard Motors and automotive accessories such as tyres and lubricants so long as not produced by an entity which is the same or similar to a motor vehicle manufacturer's name.	To be confirmed by FA
2	Alcoholic beverages	All forms of alcoholic beverages including beer, wine and spirits.	To be confirmed by FA
3	Television broadcaster's services	All forms of television broadcaster services including free-to-air television, subscription cable and satellite television and subscription television provided over the internet.	Network Ten / Paramount +
4	To be confirmed by FA	To be confirmed by FA	To be confirmed by FA