



OPTIMUM PERFORMANCE CUP TERMS AND CONDITIONS

The following Terms and Conditions apply to the North West Leicestershire Netball League ("NWLNL") and Optimum Performance Cup Tournament (the "Tournament"). The promoter of the Tournament is NWLNL.

By entering the Tournament, entrants (including all Team Members (as defined below)) agree to be bound by the following Terms and Conditions and any and all other associated promotional materials published by NWLNL, Optimum Performance and any other entity.

1. The Tournament is only open to female participants aged fourteen (14) years and over.
2. Players participating in the Tournament, who are under the age of sixteen (16), must be affiliated to England Netball and Parental Consent is a requirement for playing in the Tournament.
3. Each team entered into the Tournament must be made up of at least five (5) team players (the "Team Members") and must nominate a captain (the "Team Captain").
4. In order to enter the Tournament as a team, one Team Member must register the Team by completing the NWLNL Entry Form and paying the fee of £45.00 ("the fee").
5. The Team Captain will act as the primary point of contact throughout the duration of the Tournament, unless otherwise specified by the Team Members and agreed to by NWLNL.
6. Individual entrants ("Individual Players") can also sign up to take part in Tournament and will be treated as Team Members for the purposes of these Terms and Conditions. To enter as an Individual Player you will register in the same way as a team and follow the instructions.
7. NWLNL reserves the right to expel any team or Team Member from the Tournament if it deems that team or Team Member to be acting:
 - In an unsportsmanlike fashion;
 - Outside the principles of fair play;
 - In a way that damages the image of the Tournament
 - In a way that damage the image of the NWLNL; or
 - Fielding a player or players who do not meet the eligibility criteria.

NWLNL hold sole and absolute discretion in this regard and its decision will be final.

8. Any team that fails or refuses to comply with these Terms and Conditions may be disqualified from the Tournament by NWLNL. Any such decision will be at the sole and absolute discretion of NWLNL and will be final.
9. Matches will be played in accordance the International Netball Federation Rules of Netball 2018 ("INF Rules").

Teams

10. Teams will be made up of a minimum of five (5) Team Members, including the Team Captain.
11. Team Members registered for the Tournament cannot be changed for the duration of the Tournament, except in exceptional circumstances (including but not limited to debilitating injury, illness or bereavement). Any such decision will be at the sole and absolute discretion of NWLNL and will be final.
12. A team name must be chosen by each team at the start of the Tournament. At their sole and absolute discretion NWLNL reserve the right to reject team names that they consider to be unsuitable, inappropriate, obscene, derogatory; or that are derogatory towards the NWLNL or any entities associated with them.

Player Eligibility

13. All Team Members must be female and aged 14 years old and over.
14. All Team Members under the age of sixteen (16) must be affiliated to England Netball and have parental consent in order to participate. A signed Parental Consent Form must be provided to NWLNL before the start of the Tournament.
15. All Team Members over the age of sixteen (16) do not have to be affiliated to England Netball in order to participate.
16. Any team(s) found to be fielding ineligible players will be immediately disqualified from the Tournament and removed.
17. NWLNL shall have the right, at its sole and absolute discretion, to withdraw the Prize if winning teams are found to be fielding ineligible players.
18. Team Members should arrive at Ashby School no later than 08:45am on the day of the Tournament. Teams without at least five (5) players available and ready to play at the start of their first match will forfeit their first match and may be disqualified / removed by NWLNL. NWLNL hold sole and absolute discretion in this regard and their decision is final.
19. Teams will be expected to provide themselves, for each of their Team Members, the following (including but not limited to):
 - Matching Netball kits (dresses or skirts & tops) or matching sports attire (leggings, skirts, tops);
 - suitable footwear for indoor and outdoor courts; and
 - dress patches and/or bibs.
20. Team Members will be liable for all travel and costs associated with their participation in the Tournament. For the avoidance of doubt NWLNL will not contribute to these costs in any way.
21. Individual Players will be provided with bibs for their team on the day.

Discipline

22. The participating teams undertake to comply with England Netball's disciplinary code and follow INF Rules
23. A player who is sent off court will be automatically suspended for the period of 2 minutes in accordance with Rule 13.1.2(v) of the INF Rules.

Proposed Tournament Format

24. All Teams are divided into 4 groups and will play every team in their group once.
25. Each group is assigned an outside court for the duration of their heat matches. The indoor court will be used in addition to the outside courts and each team will play on the indoor court once.
26. 5 Points are awarded to the winner of each match, 3 points for a draw and 1 point for coming within 50% of the goals of the winning team.
27. The winner and runner up of each group will progress to the Quarter-Finals. In the event of a tie, the winner and runner-up will be decided by goal difference.
28. The winner of each Quarter-Final will progress to the Semi-Finals.
29. The winner of each Semi-Final will play in the Final. The runner up of each Semi-Final will play in the Play-offs for 3rd place.
30. In the event of a draw in the Final, extra time of 5 minutes will be played followed by a Golden Goal if required.

General

31. Team Members hereby consent to participate in any reasonable publicity accompanying and resulting from the Tournament if so requested with no further recompense.
32. Each Team Member hereby agrees that NWLNL (and third parties authorised by England Netball) may now and in the future use, exploit and make available the names, details, and images of all Team Members in any medium whatsoever including (but not limited to) a website (include NWLNL websites, and any social media sites), television, mobile media platforms and/or radio and any other media, whether now known or in the future, for the purposes of advertising and publicity of the Tournament and/or NWLNL without restriction as to manner, frequency or duration of usage or any other purpose whatsoever in connection with the sale and marketing of NWLNL.
33. NWLNL accepts no responsibility for any damage, loss, liabilities (including direct, indirect, incidental, consequential or punitive damage) injury or disappointment incurred or suffered by you as a result of entering the Tournament, not being able to enter into the Tournament or accepting any prize. NWLNL further disclaims liability for any injury or damage to your or any other person's computer or IT systems relating to or resulting from participation in or downloading of any materials in

connection with the Tournament. Nothing shall exclude the liability of NWLNL for fraud or for death or personal injury as a result of that party's negligence.

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