

SUPER 6 TOURNAMENT RULES 2019-2020

1 ORGANISATION, APPLICATION AND DEFINITIONS

- 1.1 These Tournament Rules form part of the terms and conditions of participation in the Super 6 Tournament. They regulate the format and playing aspects of the Tournament. No Club or Person may participate in the Tournament unless it/they have accepted these Tournament Rules and have agreed (in the case of a Club, on its own behalf and on behalf of each of its Persons) to be bound and to abide by them.
- 1.2 Participation in the Tournament will be deemed to signify such acceptance and agreement (irrespective of whether or not – in the case of a person - such Person has executed and returned an *Acknowledgement and Agreement Form* (Appendix 3) in accordance with the Tournament Rules.
- 1.3 Capitalised terms used in these Tournament Rules shall, unless defined elsewhere in these Tournament Rules, have the meanings given to them in Appendix 1.

The Tournament Rules

- 1.4 The Tournament shall be governed by the Tournament Rules.
- 1.5 The Tournament Rules and changes to them shall be subject to approval by the Board.
- 1.6 The Board reserves the right to amend the Tournament Rules from time to time.
- 1.7 The Board shall have the power to rectify any error or omission in the Tournament Rules in such manner as it deems fit.
- 1.8 In the Tournament Rules, unless specified or the context otherwise requires, words importing any gender shall include all other genders, and importing singular shall, where appropriate, include plural.
- 1.9 Should any provision of the Tournament Rules be held by any court or other competent authority to be illegal, void or unenforceable (in whole or in part) the remainder of the Tournament Rules shall continue to be enforceable.

Tournament Director

- 1.10 The Board shall, if it considers it necessary or appropriate, be assisted in the organisation of the Tournament by an individual nominated as a Tournament Director.
- 1.11 The Tournament Director shall have the authority to delegate any of their powers, duties or obligations under these Tournament Rules to any person, committee or other body provided that the Tournament Director retains the ability to resume the exercise of those powers at any point. Delegation of powers, duties or obligations shall not prevent the Tournament Director from exercising those powers or undertaking those duties or obligations should they consider it necessary or appropriate to do so.

Compliance

- 1.12 By agreeing to participate in the Tournament the Club agrees to be bound by both the letter and the spirit of the Tournament Rules and such other Scottish Rugby or World Rugby Rules, Regulations, Policies or Procedures as may affect participation in the Tournament.
- 1.13 Clubs shall ensure compliance with all applicable Tournament Rules by all of their Players and other Persons.
- 1.14 Clubs shall comply with their Super 6 Licence Agreement and the Minimum Operating Standards issued from time to time by Scottish Rugby (unless a dispensation has been given to them by Scottish Rugby). Scottish Rugby shall have the power to suspend the participation rights of any Club which fails to meet or to maintain the terms of their Super 6 Licence Agreement and/or these Minimum Operating Standards.
- 1.15 Except where a Scottish Rugby Bye-Law, Policy, Rule or Regulation provides to the contrary, World Rugby's *Laws of the Game of Rugby Football* (the "Laws") and the *World Rugby Regulations Relating to the Game* shall apply.

2 FORMAT

2.1 The Tournament shall be played in two stages.

2.1.1 **Stage 1:** the Clubs shall play each other on a home-and-away basis.

2.1.2 **Stage 2:** the Clubs shall then each play two further Matches as follows:

2.1.2.1 *Positions 1 - 4:* the Clubs finishing in places one to four at the end of Stage 1 shall contest a ranking competition to decide the Tournament winners. The Clubs ranked one and two at the end of Stage 1 shall play at home against the Clubs ranked four and three respectively. The winners shall then contest the Tournament Final and the losers shall contest a third-place play-off Match. The finalist placed higher at end of Stage 1 shall be the home Club in each Match. If the scores are level at full-time in any Stage 2 Match, Rule 8.5 shall apply.

2.1.2.2 *Positions 5 and 6:* the Clubs finishing in places five and six at the end of Stage 1 shall play home and away Matches to decide fifth and sixth positions, with the Club placed sixth at the end of Stage 1 hosting the first leg. Final positions five and six shall be determined by the aggregate score over the two legs. If the aggregate scores are level at the end of the second leg then Rule 8.7 shall apply.

3 FIXTURES

- 3.1 The date, time, venue and the identity of the home and away Clubs in any Match shall be as determined and notified by the Tournament Director.
- 3.2 The Tournament Director shall have the absolute right to determine the venue at which any Match is to be played, including determining that any Stage 2 Match should be played at a neutral venue.
- 3.3 Matches shall be played on the date and at the time notified. By exception, and where both Clubs agree, the home Club may make written application to the Tournament Director for a Match to be played at an alternative time or on an alternative date. Applications shall be made no later than 7 days prior to the scheduled kick-off time and must be accompanied by evidence of the consent of both Clubs. The Tournament Director shall have absolute discretion as to whether such application is accepted.
- 3.4 The Tournament Director shall have the absolute right to reschedule any Match, including at short notice. If a postponed or abandoned Match is rescheduled, other Matches may be rescheduled or further rescheduled in order to accommodate that Match.
- 3.5 Matches shall normally be played at the home Club's regular venue. The home Club may make written application to the Tournament Director for a Match to be played at an alternative venue. Other than in exceptional circumstances (which shall be determined at the discretion of the Tournament Director), applications shall be made no later than 7 days prior to the scheduled kick-off time. The Tournament Director shall have absolute discretion as to whether such request is accepted.
- 3.6 Copyright, database and all other rights in the fixtures, fixture lists and results lists shall be the property of Scottish Rugby.

Postponed Matches

- 3.7 If a Match is likely to be postponed, the home Club must seek to play at an alternative venue or, if the home team is in the first half of Stage 1, may seek the opposition Club's consent for the fixture venue to be reversed. Where a Club fails to find an alternative venue the Tournament Director reserves the right to apply sanctions to the offending Club, including a formal reprimand, warning, financial sanction and/or the deduction of competition points.
- 3.8 In the event of a postponement the home Club shall promptly notify the opposition Club, the Match referee and the Tournament Director.

Abandoned Matches

- 3.9 Where a Match is abandoned before 20 minutes of the second half have elapsed it shall be replayed at a date and time notified by the Tournament Director.

- 3.10 If a Match is abandoned after at least 20 minutes of the second half have elapsed the Match shall be deemed to have been completed and the score at the time of the abandonment shall stand as the Match result.
- 3.11 The right is reserved for the Tournament Director to investigate the causes of any abandonment and to take such action as the Tournament Director deems appropriate, acting reasonably.
- 3.12 For the avoidance of doubt the procedures regarding any red or yellow cards, citing or misconduct complaints during an abandoned Match shall be the same as if the Match had been completed.

Non-Fulfilment of Fixtures

- 3.13 No Club may, without just cause, fail to fulfil its fixture obligations. The Tournament Director shall be the sole judge as to whether just cause exists.
- 3.14 If a Club fails to fulfil a fixture on the date notified it shall receive the following automatic sanctions:
- 3.14.1 First default (in season) : a points deduction of three competition points;
 - 3.14.2 Second default : a points deduction of five competition points; and
 - 3.14.3 Third default and subsequent defaults: a five competition point deduction and the Tournament Director shall have the additional power to disqualify the Club where the Tournament Director considers this to be either necessary or appropriate.
- 3.15 A Club subject to sanction under Rule 3.14 may request that it be reviewed by the Tournament Director, but only on the grounds that the default was caused by exceptional and unforeseen circumstances wholly outwith its control. Requests must be lodged with the Tournament Director within 72 hours of the scheduled kick-off time. On review the Tournament Director shall have right to cancel, reduce, affirm or increase the sanction.
- 3.16 Where in the view of the Tournament Director any default was due to the wilful actions of any Club they may additionally:
- 3.16.1 apply sanctions to either or both Clubs, including a formal reprimand and warning as to future conduct and/or deduction of up to an additional five league points and/or disqualification and/or a financial sanction; and
 - 3.16.2 award the Competition Points to either Club, divide them between the Clubs as they see fit or decide that no Competition Points should be awarded and order that the Match be replayed.
- 3.17 If a Club does not fulfill a fixture and the opposition Club incurs unnecessary expense, the Tournament Director may additionally award a financial sanction of up to £1,800 per Match towards the reimbursement of the non-offending Club's actual costs. Proof of actual costs will be required.

4 THE PLAYERS

Tournament Squad Registration

- 4.1 By noon on the Squad Registration Date each Club must register a squad of 35 Players to compete on its behalf in the Tournament.
- 4.2 Each Club squad shall include not less than five (5) Scottish Rugby Stage 3 Academy Players (as allocated to that Club by Scottish Rugby).
- 4.3 For registration to be effective the Club must timeously submit to the Tournament Director:
- 4.3.1 all relevant details of the Players on an accurately and fully completed *Squad Registration Form* (Appendix 2); and
 - 4.3.2 a completed *Acknowledgement and Agreement Form* (Appendix 3) containing the signature of each Player listed on the Squad Registration Form.

Player Eligibility

Registration

- 4.4 All Players participating in the Tournament (other than where participating either as a Permit Player, Emergency Player, or Pro Team Contract Player or with the written dispensation of the Tournament Director) must be properly registered on Scottish Rugby's player registration system as an active player of the Club for whom they are participating.
- 4.5 An individual Player is registered when, subject to the Tournament Rules, that Player:
- 4.5.1 has met all of the eligibility requirements to participate in the Tournament (as set out in Rules 4.9 to 4.16 below); and
- 4.5.2 has been allocated a unique reference number and appears on Scottish Rugby's player registration system under that Club's list of active registered Players. Scottish Rugby reserves the right to refuse or suspend or, before confirming registration, request further information in respect of any such registration.
- 4.6 Clubs shall ensure that their list of registered Players is at all times accurate and up to date.
- 4.7 A Player's registration may be suspended or cancelled (including with retrospective effect), where the Player or his Club has breached the Regulations Relating to the Game or any of Scottish Rugby's Bye-Laws, Policies, Rules or Regulations.
- 4.8 Subject to the foregoing, a Player's registration status on any particular date shall be determined by the listing of active registered Players on that date.

Incoming / Outgoing Players

- 4.9 Incoming Players requiring International Clearance shall not be eligible for registration (and hence not eligible to participate) until Scottish Rugby has provided written confirmation of the completion of the International Clearance process.
- 4.10 Additionally, where a Player requires a work permit, visa or other consent to play in Scotland:
- 4.10.1 the Player shall not be eligible to participate in the Tournament until that consent process has been completed and the required work permit, visa or other consent has been granted and evidence of it exhibited to Scottish Rugby; and
- 4.10.2 the Club must deactivate the Player's registration at the end of that work permit, visa or consent.
- 4.11 Where a Player receives International Clearance to play outwith Scotland that Player's registration must be deactivated by his Club promptly.

Age Grade Players

- 4.12 Clubs and Players must ensure that at all relevant times they comply with all Scottish Rugby and World Rugby regulations in respect of age grade players participating in adult Matches.
- 4.13 A Player may not participate in any Match until he has attained the age of 18 years unless that Player has received prior written dispensation to do so from Scottish Rugby.
- 4.14 A Player may not participate in a Match in the front row (i.e. at loose head prop, hooker or tight head prop) until he has attained the age of 19 years unless that Player has received prior written dispensation to do so from Scottish Rugby.

Compliance Requirements

- 4.15 In order to be eligible to participate, each member of the Club's registered playing squad, prior to their first appearance for the Club in the Tournament, must have:
- 4.15.1 *Anti-Corruption*:
- (i) completed an Anti-Corruption education session provided by the Club covering as a minimum the requirements of Scottish Domestic Regulation 6 (*Betting and Anti-Corruption*); and
- (ii) completed World Rugby's online integrity module.
- 4.15.2 *Anti-Doping*:

- (i) completed an Anti-Doping education session provided by the Club covering as a minimum the requirements of Scottish Domestic Regulation 21.1 (*Anti-Doping*) and Scottish Domestic Regulation 21.2 (*Illicit Drugs*); and
- (ii) completed World Rugby's online anti-doping module.

4.15.3 *Concussion*: completed a concussion and head-injury education session provided by the Club covering as a minimum:

- (i) understanding concussion (*what is concussion; what are the common symptoms and signs; how to protect yourself; how to protect a team mate; how is concussion managed; and graduated return to play*); and
- (ii) the contents and requirements of Scottish Rugby's *Concussion Policy*.

4.16 Prior to their first appearance for the Club in the Tournament, each member of the Club's registered Tournament squad must have submitted a signed and completed Acknowledgement and Agreement Form.

4.17 It shall be an offence:

4.17.1 to register or attempt to register a Player without that Player's consent;

4.17.2 to play a Player in a Match who is not eligible to participate;

4.17.3 for a Player or Club to fail to comply with Player payment provisions of SDR 4.1 *Player Status and Player Contracts*;

4.17.4 for a Player to participate in a Match for a Club to which the Player is not registered or for which the Player is not otherwise eligible to participate; or

4.17.5 to mislead the Tournament Director or Scottish Rugby in any matter relating to Player registration or eligibility.

4.18 Where a Club has been found to have fielded an ineligible Player, or to have fielded a Player whose name did not appear on the Team Sheet, the Tournament Director shall have the right to impose a sanction on the Club for which the Player participated. The Player shall also be liable to such additional sanction or suspension as the Tournament Director considers to be appropriate.

Permit Players

4.19 During Stage 1 of the Tournament, and with the agreement of the Player and both Clubs, a Club may seek the Tournament Director's permission to include in its Match squad a Player registered in the Tournament squad of another Club (a "**Permit Player**"). Other than with the express approval of the Tournament Director, application shall be made no later than 24 hours prior to the kick-off of the Match concerned.

4.20 Applications shall be in such a format as may be required by the Tournament Director and shall be supported by such medical and other evidence and other information as is requested by the Tournament Director.

4.21 The Tournament Director shall have an absolute right to either accept or reject the request, or to impose such conditions in respect of the request as they may deem to be appropriate.

4.22 Permit Player approval shall operate on a week-to-week basis.

Long-Term Injury Replacement

4.23 If a registered Player receives an injury which it is anticipated will prevent that Player's participation in a minimum of four (4) Matches, the Player's Club may apply to the Tournament Director to replace that Player in the Club's Tournament squad for the remainder of the Tournament. Other than with the express approval of the Tournament Director, such application shall be made no later than 72 hours prior to the kick-off of the first Match for which Club would wish the replacement Player to be available.

4.24 Applications shall be in such a format as may be required by the Tournament Director and shall be supported by such medical and other evidence and supporting information as may be requested by the

Tournament Director.

- 4.25 The Tournament Director shall have an absolute right to either accept or reject the request, or to impose such conditions in respect of the request as they may deem appropriate.
- 4.26 The replaced injured Player may not return to play in the Tournament that season other than to replace another long-term injured Player in accordance with the provisions of Rule 4.23.

Emergency Player

- 4.27 If a Club reasonably believes that it may be unable to meet its playing commitments in the Tournament due to a shortage of front row players (i.e. loose head prop, hooker or tight head prop) or, exceptionally, scrum-half, it may seek the Tournament Director's permission to include in its Match Squad one or more Emergency Players.
- 4.28 Emergency Players may be drawn from any club or rugby body providing always:
 - 4.28.1 the Player agrees;
 - 4.28.2 his current club / rugby body agrees;
 - 4.28.3 the Player is registered with a club on the Scottish Rugby player registration system; and
 - 4.28.4 the Player is otherwise legally entitled to live and receive reward from participating in sport in the United Kingdom.
- 4.29 Applications shall be in such a format as may be required by the Tournament Director and shall be supported by such medical and other evidence and supporting information as may be requested by the Tournament Director.
- 4.30 The Tournament Director shall have an absolute right to either accept or reject the request, or to impose such conditions in respect of the request as they may deem appropriate.
- 4.31 Emergency Player approval shall operate on a week-to-week basis.
- 4.32 A Player may not participate as an Emergency Player in more than four (4) Matches per season.

Pro Team Contract Players

- 4.33 With the approval of their respective professional team, and subject to the prior approval of the Tournament Director, Players contracted to Edinburgh Rugby and the Glasgow Warriors may participate in the Tournament.

5 THE TEAMS

Number of Starting Players

- 5.1 Both teams must start the Match with 15 Players, including a suitably experienced front-row. Any Match not complying with this requirement shall be declared unfulfilled and shall be treated as a Non-Fulfilled Fixture.

Replacements / Substitutes

- 5.2 The maximum number of replacements shall be eight.
- 5.3 Parity as to the number of replacements available to each team is not required.

Front Row Replacements

- 5.4 Law 3.8 in respect of the number of front row players within any Match squad must be observed.
- 5.5 Clubs must be able to replace each of their loose head prop, hooker and tight head prop on the first occasion in a Match that a replacement is required for each of these positions.
- 5.6 If uncontested scrums are ordered as a result of the departure of a front row player (whether due to injury, temporary suspension, sending off or otherwise), the Club concerned shall not be entitled to replace the Player whose departure necessitated uncontested scrummaging. Where appropriate, the Tournament Director may refer the circumstances around the requirement for uncontested

scrummaging to the Discipline Manager for consideration of potential Misconduct proceedings.

Team Sheets

- 5.7 At least 24 hours prior to kick-off each Club must notify in writing the Tournament Director and the opposing Club of its Match squad of 23 Players, of whom 15 shall be specified as starting Players and the remainder shall be deemed to be replacement Players.
- 5.8 Clubs must deliver a fully completed team sheet to the opposing Club, Match referee, Citing Commissioner (where present), any broadcaster and all officially accredited representatives of the media present at the Match not later than 1 hour before kick-off. Changes to the team sheet may be made up to kick-off (and must be advised to the parties in receipt of the original team sheet prior to kick-off).
- 5.9 The team sheet must specify the jersey number, full name and registration number of each Player. Players capable of playing at tight-head prop, loose-head prop and hooker must be highlighted as such. The team sheet must separately identify any Permit Players, Long-Term Injury Replacement Players, Emergency Players and Pro Team Contract Players.
- 5.10 Team sheets must be submitted to Scottish Rugby within 48 hours after kick-off.
- 5.11 For the avoidance of doubt it shall be an offence to:
 - 5.11.1 fail to timeously notify a team in accordance with Rule 5.7; and/or
 - 5.11.2 fail to timeously deliver a team sheet in accordance with Rule 5.8; and/or
 - 5.11.3 fail to submit a team sheet to Scottish Rugby fully, accurately or timeously in accordance with Rule 5.10.

Team Colours

- 5.12 By noon on the Kit Registration Date each Club must supply the Tournament Director with a colour image of its proposed home and alternate strips (jersey, shorts and socks) for approval. The Tournament Director shall have an absolute right to either accept or reject the proposed strips, or to impose such conditions in respect of the strips as they may deem appropriate
- 5.13 Subject to Rule 5.14, a Club shall normally wear its nominated home strip.
- 5.14 Clubs must ensure that they avoid a clash of team colours. The Match referee shall be the sole judge as to whether colours clash. Where necessary it shall be the responsibility of the home Club to change to its alternate strip.

6 THE GROUND

The Pitch

- 6.1 The home Club shall provide a suitable pitch complying with Law 1. The dimensions of the pitch shall be as near as is practicable to the maximum permitted by Law 1 and must exceed any minimum size requirement set by Scottish Rugby.
- 6.2 Padding around the goalposts, conforming to Law 1.7, must be provided.
- 6.3 If the home Club fails to meet the requirements of Rule 6.1 or 6.2 the Match referee may order that the Match be postponed.
- 6.4 Technical zones must be marked out for both Clubs. The *Technical Zone Protocol* (Appendix 4) must be adhered to.
- 6.5 Sin bin areas for each Club (not in the technical zone, but with a clear view of the Playing Enclosure) must be identified.

Fitness of Ground or Conditions for Play

- 6.6 Each Club shall use its best endeavours to procure that any Match for which it is the home Club does not, due to adverse weather or venue conditions, have to be postponed, have to be abandoned after the start of play or have to have its kick-off time, date or venue altered.

- 6.7 If, prior to the day of the Match, there is doubt as to the potential fitness of the ground the following arrangements must be made:
- 6.7.1 advance warning, being at least 24 hours where reasonably practicable, must be provided to the visiting Club, the Match referee and the Tournament Director. The visiting Club, Match referee and Tournament Director must be advised as to any potential contingency arrangements.
 - 6.7.2 the visiting Club shall provide details of a point of contact in relation to the potential postponement and shall also advise as to their intended time of departure.
 - 6.7.3 the home Club shall arrange for an independent assessment of the pitch. The assessment should, where reasonably practicable, be made by the Match referee, failing which by another independent person (such as a local referee, referee coach/assessor, Scottish Rugby official or an official from another club).
 - 6.7.4 the assessment shall be undertaken not less than 60 minutes prior to the visiting Club's intended departure time. The result of the inspection shall be communicated to the visiting Club not less than 30 minutes before its intended departure time and to the Match referee.
- 6.8 Where prior to kick-off there is doubt as to the fitness of the ground or the conditions for play, the Match referee and the team captains shall inspect the pitch. If any one of these three persons deems the pitch or conditions to be unplayable then the Match shall be postponed. This decision shall lie solely with the team captains and the Match referee. The captains shall notify their own Club of the decision.
- 6.9 Within 48 hours of the decision not to play a Match the home Club shall advise the Tournament Director as to the reason why that Match was not fulfilled. The Tournament Director may seek further information in order to decide whether to:
- 6.9.1 apply sanctions to either or both Clubs, including a formal reprimand and warning as to future conduct and/or deduction of up to five league points and/or disqualification and/or a financial sanction; and/or
 - 6.9.2 award the Competition Points to either Club, divide them between the Clubs as they see fit or decide that no Competition Points should be awarded.

7 THE MATCH

Match Organisation

- 7.1 The home Club shall be responsible for the logistics involved in the staging of the Match. Such arrangements shall be subject to any directions provided by the Tournament Director.
- 7.2 The home Club shall ensure that the designated venue is fit for the purpose of staging the Match.
- 7.3 The home Club shall ensure that:
 - 7.3.1 the designated venue complies with all applicable health and safety legislation, local authority consent and associated requirements, and is safe for the purpose of admitting persons to the venue to assist in the organisation of, or to play in and/or spectate at the Match:
 - 7.3.2 at all times it maintains appropriate insurance to cover its potential liabilities arising from the staging of the Match, including admission of spectators and others to the venue.
- 7.4 The home Club shall ensure that spectators are kept at a reasonable distance from the Playing Enclosure and at no time are able to enter the Playing Enclosure to interfere or interact with the Match, the Match officials or any of the Players or other Persons entitled to be within the Playing Enclosure.

Match Officials

- 7.5 Scottish Rugby shall appoint the Match referee and assistant referees for each Match.
- 7.6 Each Match shall be played in accordance with the Laws of the Game, as varied or supplemented by Scottish Rugby or as otherwise set out within these Tournament Rules.

Citing Commissioner

7.7 In accordance with the Scottish Rugby *Disciplinary Rules*, Scottish Rugby may appoint a Citing Commissioner in respect of any Match. Where appointed, the Citing Commissioner may be present at the Match or may (at the discretion of Scottish Rugby) review a recording of the Match.

Match Ball

7.8 Where provided by Scottish Rugby, Clubs shall be obliged to use the official Tournament Match ball. Otherwise, the home Club shall be obliged to provide at least three match balls compliant with the Laws.

Half-Time Interval

7.9 The half-time interval shall normally be ten minutes. With the prior approval of the Tournament Director the length of the interval may be altered at the request of the home Club but shall not be more than 15 minutes.

7.10 The teams may retire to covered accommodation at half-time.

Competition Points

7.11 In Stage 1 of the Tournament four points shall be awarded for a win and two points shall be awarded for a draw ("**Match Points**"). In addition, one bonus point shall be awarded to a Club scoring four or more tries and one bonus point shall be awarded to a losing Club which finishes within seven points or fewer of the winning Club ("**Bonus Points**").

Notification of Results

7.12 The Match referee shall be responsible for notifying the Match result to the Tournament Director in accordance with the procedures set out by Scottish Rugby.

8 METHOD FOR DECIDING ON LEAGUE PLACINGS AND IN TIED RANKING MATCHES

Tied Stage 1 Placings

8.1 If two or more Clubs finish equal on Competition Points at the end of Stage 1, placings shall be determined based on their respective aggregate points differences across all Stage 1 Matches played by the respective Clubs (being points scored for less points against).

8.2 Should aggregate points difference fail to separate the Clubs then the aggregate score over the two Stage 1 fixtures between the Clubs shall be used to decide between them.

8.3 If neither of the above can determine which Club should be placed the higher, the following criteria (in the order given and based on the aggregate occurrences over the two Stage 1 Matches between the Clubs) shall be used to decide the ranking:

- 8.3.1 the team scoring more tries;
- 8.3.2 the team scoring more conversions;
- 8.3.3 the team scoring more drop goals;
- 8.3.4 the team receiving fewer red cards; and
- 8.3.5 the team receiving fewer yellow cards.

8.4 If none of the above is able to separate the Clubs, a coin shall be tossed to determine the respective rankings.

Stage 2 Matches : Extra Time

8.5 If the scores at full-time in a Stage 2 Match played to determine positions 1 to 4 are equal, extra time shall be played comprising two periods of 10 minutes each way with a one-minute interval. A coin shall be tossed by the Match referee to determine the direction of play.

8.6 If the scores are still equal after extra time, up to two further periods of extra time shall be played during which the Club which scores first shall be the winner. If neither Club scores during these further periods

of extra time the ranking criteria in Rules 8.3 and 8.4 (based on all occurrences during that Stage 2 Match, including during periods of extra time) shall be used to determine the winner.

- 8.7 If the aggregate scores over the two legs played to determine positions 5 and 6 are equal at full-time in the second Stage 2 Match, the provisions set out in Rules 8.3 and 8.4 (based on the aggregate occurrences over both Stage 2 Matches) shall apply to determine the higher ranked Club.

Clubs Disqualified, Suspended or Withdrawing

- 8.8 If a Club is disqualified, suspended or voluntarily withdraws from the Tournament prior to the completion of Stage 1, the results of all Matches played by that Club shall be deleted and the positions in the division shall be established from the Matches played between the remaining Clubs.

9 COMPLAINTS

- 9.1 A complaint into an alleged breach of the Rules (a “**Complaint**”) may be raised by:

- 9.1.1 a Club (but only in relation to a matter which affects it directly and which causes it to suffer significant disadvantage or some other form of material prejudice); or
- 9.1.2 Scottish Rugby.

- 9.2 All Complaints must:

- 9.2.1 state (a) the nature of the Complaint, including the Rule alleged to have been breached, and (b) the nature and the extent of the disadvantage/prejudice allegedly suffered; and
- 9.2.2 be signed on behalf of the complainant by a duly appointed Club official or, as the case may be, a Scottish Rugby official.

- 9.3 Complaints submitted on behalf of participating Clubs must be submitted to the Tournament Director within 7 days of the alleged infringement occurring (for the avoidance of doubt the 7 day period shall run from the actual event, not from the date of the complainant becoming aware of it).

- 9.4 The subject of the Complaint shall be sent a copy of it as soon as practical following receipt.

- 9.5 If the Complaint relates to the Tournament Director, the matter shall be referred to the Chair of the Scottish Rugby Disciplinary Panel who shall determine if the Complaint should proceed and, if so, the individual or individuals who should hear the Complaint.

Complaint Process

- 9.6 Complaints shall be heard by the Tournament Director.

- 9.7 The Tournament Director may:

- 9.7.1 regulate their own procedure and determine any matter arising in relation to the Complaint. Complaints shall normally be heard based on the papers but, where the complainant so requests and the Tournament Director in their absolute discretion so agrees, may be by way of a hearing. Hearings may take place either in whole or in part in one place, by letter, telephone, e-mail, video-conference, webcast or by a combination of convenient means;
- 9.7.2 determine the timescale for the proceedings. For the avoidance of doubt the Tournament Director shall be entitled to expedite the process where they consider that this is required for the benefit of the Tournament. The Tournament Director may also set aside the requirement for Complaints to be brought within 7 days where they believe that it is in the best interests of the game to do so;
- 9.7.3 call upon, receive and consider such evidence as they think appropriate; and
- 9.7.4 request the attendance at any hearing into a Complaint of any Club, team or person under the jurisdiction of Scottish Rugby. Where a Club, team or person requested to attend refuses or fails to do so the Tournament Director may adjourn the hearing, proceed in their absence or refuse to allow their evidence to be given in any other form. Any Club, team or person refusing to attend without reasonable cause, failing to co-operate with the Tournament Director or seeking to

mislead at any point in the Complaint process may be subject to Misconduct proceedings under Scottish Rugby's *Disciplinary Rules*.

9.8 The subject of the Complaint shall have the right:

9.8.1 to be represented at any hearing by up to two people, in the case of a Club one of whom must be a Club member. The name and capacity of those attending shall be advised to the Tournament Director in advance of the hearing;

9.8.2 to submit evidence, call witnesses and make representations at any hearing; and

9.8.3 to be notified in writing of the outcome of the hearing as soon as is reasonably practicable.

9.9 The onus of proof shall be on the complainant to establish the breach of the Rule alleged. The standard of proof shall be on the balance of probabilities.

9.10 A written statement giving reasons for the decision of the Tournament Director shall be provided if so requested by the parties and upon the lodging of a note of appeal.

Sanctions

9.11 Where a Complaint has been upheld, the Tournament Director shall be entitled in their absolute discretion to impose any or all of the following sanctions (including on a suspended basis):

9.11.1 a caution, a warning as to future conduct or a reprimand;

9.11.2 a fine or award of costs;

9.11.3 require any Match complained of to be replayed on such terms as are deemed appropriate;

9.11.4 the deduction of up to five Competition Points in respect of each offence;

9.11.5 forfeiture of and/or the granting to another Club of some or all of the Competition Points for a Match (including Bonus Points) or the awarding of the result in the Match complained of;

9.11.6 the suspension or expulsion of a Club, team, Player or other Person from participation in the Tournament for such period as may be deemed appropriate;

9.11.7 such other sanction as the Tournament Director deems appropriate.

Acts of Misconduct

9.12 For the avoidance of doubt the Tournament Director shall be entitled to refer any act of potential Misconduct to the Discipline Committee for further consideration.

10 APPEAL PROCEDURE

The Appeals Committee

10.1 The Board shall establish an independent *National Competition Appeals Panel* (the "**Appeals Panel**") to hear and determine appeals against decisions of the Tournament Director.

10.2 The Board shall appoint the members of the Appeals Panel and, from those members, a Chair of the Appeals Panel. The members of the Appeals Panel shall comprise legally-qualified persons together with current and former administrators/players and such others as are considered by the Board to have skills and experience relevant to the work of the Appeals Panel.

10.3 The Chair of the Appeals Panel shall from time to time select not less than three members of the Appeals Panel to sit as an Appeals Committee and shall select one of those members (who shall ordinarily be a legally qualified solicitor or advocate of at least five years' standing) to act as Chair of the Appeals Committee. The Scottish Rugby Regulatory Department shall provide administrative support to the Appeals Committee.

10.4 All decisions of the Appeals Committee shall be made by majority. No member of the Appeals Committee may abstain. The Chair of the Appeals Committee shall have both a deliberative and, where the Appeals Committee consists of an even number of members, a casting vote.

Grounds for Appeal

- 10.5 The grounds for appeal shall be limited to the following:
- 10.5.1 the original decision was unduly harsh or oppressive;
 - 10.5.2 the Tournament Director misdirected themselves in relation to the Laws of the Game and/or the Tournament Rules;
 - 10.5.3 in the exercise of their discretion, the Tournament Director took account of factors that they should not have or failed to take account of factors that they should have;
 - 10.5.4 there has been a breach of natural justice; or
 - 10.5.5 no other reasonable body or person appointed to that role would have reached that decision.
- 10.6 For the avoidance of doubt:
- 10.6.1 no Club, team or Person may appeal in respect of any sanction imposed on, or other decision made concerning, another Club, team or Person; and
 - 10.6.2 no Appeal may be brought against an operational decision made in the running of the Tournament, notwithstanding that the effect of such decision could impact financially or otherwise on the Club, body or individual.

Timing and Form of Appeal

- 10.7 Notes of appeal must be in writing, be signed by the appellant and must be lodged with the Appeals Committee Secretary within seven days of the decision appealed against being made. The note of appeal must contain the following:
- 10.7.1 the name of the party making the appeal and the office held /capacity of the person signing it;
 - 10.7.2 the decision appealed against, including details of the party which made the original decision, the date of the decision and any sanction imposed;
 - 10.7.3 the full grounds of appeal; and
 - 10.7.4 any documentation upon which the appellant intends to rely in relation to the appeal.
- 10.8 Other than on cause shown and with the approval of the Appeals Committee, it shall not be permissible to introduce evidence which was available, or could reasonably have been available, at the time the decision appealed against was made but which was not brought to the attention of the Tournament Director at the time the Complaint was considered.

Appeal Process

- 10.9 The Appeals Committee shall, subject to the requirements of natural justice, have the power to:
- 10.9.1 regulate its own procedure and determine any matter arising in relation to the Appeal. Meetings of the Appeals Committee may take place either in whole or in part in one place, by letter, telephone, e-mail, video-conference, webcast or by a combination of convenient means;
 - 10.9.2 determine the timescale for the appeal. The timescale shall be advised to the appellant, who may request a postponement of any hearing on cause shown. For the avoidance of doubt the Appeals Committee shall be entitled to expedite the process where it considers that this is required for the benefit of the competition or in the best interests of the game to do so;
 - 10.9.3 call upon, receive and consider such evidence as it thinks appropriate; and
 - 10.9.4 request the attendance at any hearing of any Club, team or person under the jurisdiction of Scottish Rugby. Where a Club, team or person requested to attend refuses or fails to do so the committee may adjourn the hearing, proceed in their absence or refuse to allow their evidence to be given in any other form. Any Club, team or person refusing to attend without reasonable cause, failing to co-operate with the Appeals Committee or seeking to mislead at any point in the Complaint process, may be subject to Misconduct proceedings under Scottish Rugby's *Disciplinary Rules*.
- 10.10 The appellant shall have the right to be represented at any hearing by up to two people, one of whom

must be a Club member. The name and capacity of those attending shall be advised to the Appeals Committee in advance of the meeting.

10.11 Scottish Rugby's Discipline Manager or his nominee may represent the Tournament Director at any Appeal Hearing.

10.12 Where evidence is given before the Appeals Committee, there shall be no cross-examination of witnesses except through the Chair and to the extent that the Appeals Committee in its discretion permits. The deliberations of the Appeals Committee shall be in private.

10.13 No appeal shall be decided upon grounds not contained within the note of appeal lodged by the appellants. The Appeals Committee may, on cause shown, allow further grounds of appeal to be stated providing that the party who made the original decision or its representative is given an opportunity, within a reasonable time, to answer the same.

Appeal Decision

10.14 Having heard such evidence it deems appropriate and any submission made by or on behalf of the appellant, the Appeals Committee may decide to:

10.14.1 affirm the original decision; or

10.14.2 uphold the appeal by setting aside the decision appealed against and quashing any sanction imposed under it; or

10.14.3 uphold the appeal in part by setting aside part only of the decision appealed against and/or modifying any sanction imposed; or

10.14.4 refuse the appeal and increase the sanction imposed on the appellant or substitute an alternative sanction; or

10.14.5 take any step which in the exercise of its discretion the Appeals Committee considers it would be appropriate to take in order to deal justly with the appeal.

10.15 The decision of the Appeals Committee shall be advised to the appellant as soon as reasonably practicable after the conclusion of the hearing. Where it considers it appropriate, the Appeals Committee may deliver an oral decision at the conclusion of the hearing. A written statement giving reasons for a decision of the Appeals Committee shall be provided in due course if so requested by the appellant. Scottish Rugby reserves the right to make public the outcome of any appeal and the identity of any Club, team or individuals concerned, and any reasons provided by the Appeals Committee.

10.16 The decision of the Appeals Committee shall be notified to all parties in writing and shall be final and binding on all concerned.

Acts of Misconduct

10.17 For the avoidance of doubt the Appeals Committee shall be entitled to refer any act of potential Misconduct under Scottish Rugby's Disciplinary Rules to the Discipline Committee for further consideration.

11 NOTICES

11.1 Any notice served pursuant to the Tournament Rules shall be in writing and shall be delivered by email or first-class post. All notices shall be deemed, until the contrary is proved, to have been received on the date of sending if sent by email or within 48 hours if sent by first-class post.

12 OMISSIONS, INTERPRETATION AND EXCEPTIONAL CIRCUMSTANCES

12.1 The Tournament Director, on cause shown, may relieve a Club, team or person from the consequences of a failure to comply with the Tournament Rules which is shown to be a mistake, oversight or other excusable cause on such conditions as they so determine.

12.2 With the prior approval of the Board, the Tournament Director shall have the discretion to:

- 12.2.1 decide on matters not provided for in the Tournament Rules and to take appropriate action thereon;
 - 12.2.2 interpret the meaning of the Tournament Rules in accordance with the underlying principles and intent (insofar as it can be ascertained) of the relevant Rule and the interests of the game;
 - 12.2.3 determine any inconsistency between the Tournament Rules and to rectify any administrative error.
- 12.3 The Tournament Director's decision(s) in respect of those matters referred to in Rules 12.1 or 12.2 shall be final and binding save for any right to appeal as may be allowed under these Tournament Rules.

APPENDIX 1

Super 6 Tournament Rules : Definitions

‘Board’	means the Scottish Rugby Board, or any sub-committee of the Board operating under the specific authority of the Board.
‘Citing Commissioner’	has the meaning given to that term in the Scottish Rugby Disciplinary Rules.
‘Club’	means a club, team or other body (as the context may require) which has been granted a licence by Scottish Rugby to participate in the Tournament.
‘Emergency Player’	means a Player registered pursuant to Rule 4.27 of the Tournament Rules.
‘International Clearance’	means the formal process under World Rugby Regulation 4 and Scottish Domestic Regulation 4.2 (<i>Clearance to Play in another Union</i>) whereby a Player is granted permission by both Unions to change the Union within which they are registered to play.
‘Kit Registration Date’	means 1 August 2019.
‘Laws of the Game’	means the <i>Laws of the Game</i> as issued by World Rugby from time to time and a reference to a “Law” shall be to that Law as worded within the Laws of the Game.
‘Long-Term Injury Replacement Player’	means a Player registered pursuant to Rule 4.23 of the Tournament Rules.
‘Match’	means a match played or to be played in the Tournament.
‘Misconduct’	has the meaning given to that term in the Scottish Rugby Disciplinary Rules.
‘Minimum Operating Standards’	means the minimum standards and requirements issued by Scottish Rugby from time to time.
‘Permit Player’	means a Player registered pursuant to Rule 4.19 of the Tournament Rules.
‘Person’	means a Player, or a member, director, official, officer, member of staff, employee, contractor, agent or representative or any other person involved in the Tournament in any way on behalf of a Club.
‘Player’	means any person listed by a Club on that Club’s Squad Registration Form or who is named by a Club to participate in a Match as a player.
‘Player Acknowledgement and Agreement Form’	means the form attached as Appendix 3, as amended from time to time.
‘Playing Enclosure’	has the meaning given to it in the <i>Laws of the Game</i> .
‘Regulations’	means any supplementary regulations provided or approved by the Board in respect of the Tournament (including without limitation the Tournament Commercial Rules), the Scottish Rugby Disciplinary Rules, Scottish Domestic Regulations, the World Rugby Regulations Relating to the Game, or generally.
‘Scottish Rugby’	means Scottish Rugby Union Limited.
‘Squad Registration Date’	means 30 September 2019.
‘Squad Registration Form’	means the form attached as Appendix 2, as amended from time to time.
‘Tournament’	means the Scottish Rugby Super 6 competition.
‘Tournament Director’	means the person appointed by the Board to manage the Tournament.
‘Tournament Rules’	means the Super 6 Tournament Rules approved by the Board from time to time.
‘World Rugby’	means the game’s world governing body.

APPENDIX 2

Form 1 : Squad Registration Form

Club Name: _____

No	First Name	Surname	Date of Birth	SCRUMS Reg. No.	Position	Front Row Qualified ⁽¹⁾	Height	Weight	Nationality	Clearance Approved ⁽²⁾	Visa Status ⁽³⁾	Scottish Qualified ⁽⁴⁾
<i>e.g.</i>	<i>John</i>	<i>Smith</i>	<i>01/12/97</i>	<i>123456</i>	<i>Tight Head</i>	<i>Yes TH; LH</i>	<i>1.9m</i>	<i>100Kg</i>	<i>English</i>	<i>Yes</i>	<i>UK Passport</i>	<i>Yes (Parent)</i>
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2												
3												
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Form submitted for and on behalf of the Club by the following duly authorised representative of the Club:

Signature _____
Name (Print) _____
Position in Club _____
Date _____

Notes

1. Enter all front row positions the Player is suitably qualified and experienced to play (Loose Head = LH; Hooker = H; Tight Head = TH), or say "N/A".
2. All Players coming into Scotland require International Clearance before they can be registered on SCRUMS. This includes Scottish Players who have played outside Scotland. Please note that Players coming in from England, Wales and Northern Ireland require International Clearance.
3. Options include: *UK Passport, EU Passport, UK Ancestry Visa, UK Spousal Visa*. Players in the United Kingdom on a Youth Mobility, Visitor or Student Visa are not able to play in the Super 6.
4. The options are: *Yes (Birth)* – where the Player was born in Scotland; *Yes (Parent)* – where either or both of the Player’s parents were born in Scotland; *Yes (Grandparent)* – where any of the Player’s grandparents were born in Scotland; *Yes (Residency)* - where the Player has been resident in Scotland for a continuous period of 3 years when the form is signed. If the Player has been tied to another Union under World Rugby Regulation 8 or does not meet any of the “Yes” criteria noted above, then enter “No”.
5. **Please remember that all Players are also required to sign, and the Club is required to submit, Form 2 (the Acknowledgement and Agreement Form) prior to the Player’s first appearance in the Tournament.**

APPENDIX 3

Form 2 : Player Acknowledgement and Agreement Form

Club Name: _____

No	First Name	Surname	SCRUMS Reg. No.	Anti-Corruption		Anti-Doping		Concussion	Player's Signature ^(Note1)
				Attended Training	Done WR Module	Attended Training	Done WR Module	Attended Training	
<i>e.g.</i>	<i>John</i>	<i>Smith</i>	<i>123456</i>	<i>Yes</i>	<i>Yes</i>	<i>Yes</i>	<i>Yes</i>	<i>Yes</i>	<i>John Smith</i>
1									
2									
3									
4									
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37									

The above Player signatures have been witnessed on behalf of the Club by:

Signature _____ Name (Print) _____
Date _____ Position in Club _____

Note: All Players must physically sign the Player Acknowledgement and Agreement Form. Any Long Term Injury Replacement Players should be added to the Form as player 36, etc. (continue on additional sheet if required). A copy of the Form, with the Player’s signature, must be submitted to the Tournament Director prior to the Player’s first appearance in the Tournament.

APPENDIX 4

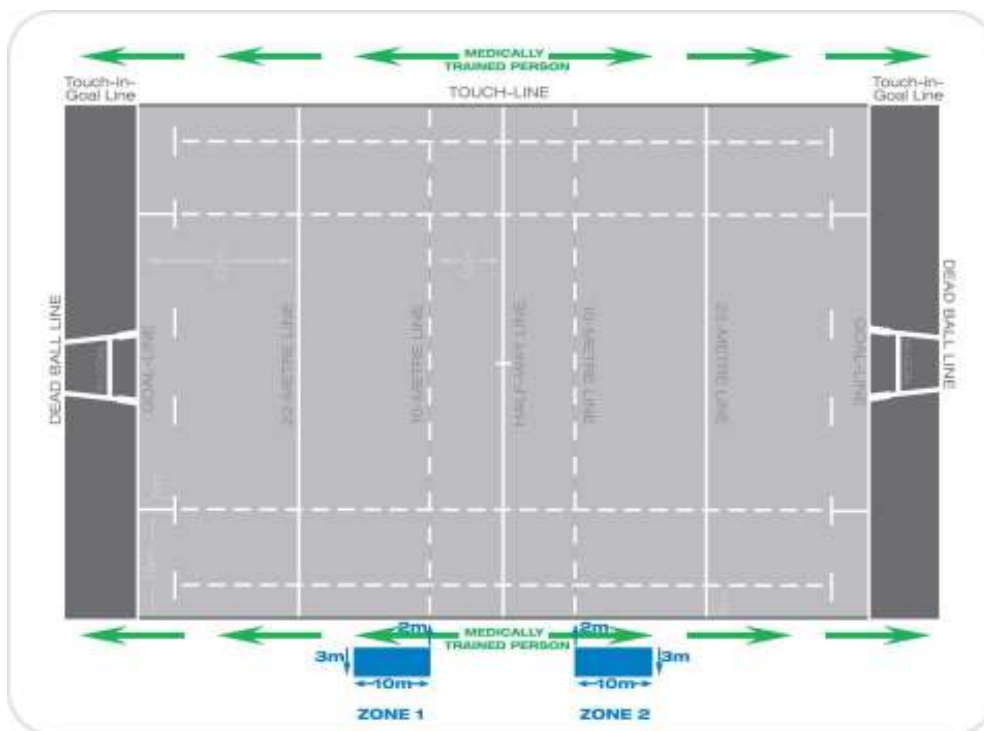
Technical Zone Protocol

1. Location and dimensions

1.1 Two technical zones (one for each Club) must be provided within the Playing Enclosure, on the same side of the Playing Area, one on either side of the half-way line and outside the Playing Area.

1.2 The technical zones must be marked on the ground and, in each case, the line nearest the touch-line must be parallel to the touch-line.

1.3 Save where otherwise designated by Scottish Rugby, each of the technical zones must commence a minimum of five metres from the half-way line, must not exceed ten metres in length and three metres in width, and where practically possible, must not be less than two metres from the touch-line and must be behind the perimeter advertising boards, with easy access to the Playing Area (see diagram, below).



2. Personnel and conduct permitted in the technical zones

2.1 The following persons may be present in each Club's technical zone during a Match:

- one certified and practising medical doctor;
- subject to clause 3, below, up to two other medically-trained personnel (certified and practising medical doctors or physiotherapists only);
- subject to clause 4, below, up to two water carriers; and
- the Technical Zone Manager (who will be responsible for the Club's compliance with this technical zone protocol during the Match).

2.2 All personnel permitted to be present in the technical zones pursuant to clause 2.1, above, must wear armbands and/or bibs, as supplied by Scottish Rugby, at all times during the Match.

2.3 No other person (including Club officials, coaching/management/medical staff and Players) may be present in the technical zones during a Match. And under no circumstances may any of the persons present in the technical zone pursuant to clause 2.1, above, be a Player serving a suspension imposed under the Disciplinary Rules.

2.4 All persons present in the technical zone (a) must conduct themselves at all times in an orderly fashion in accordance with the highest standards of disciplined and sporting behaviour; and (b) must not obstruct, interfere with or direct any comments towards Match officials.

3. Medical personnel

3.1 Of the two medically-trained personnel referred to in clause 2.1(b), above, one may be positioned on the far side of the Playing Area on the touch-line opposite the technical zones, and the other may be positioned on the near side of the Playing Area on the touch-line adjacent to the technical zones, but the two may not be together on one touch-line. They may move up and down the touch-lines, keeping up with play, but must at all times pay due regard to the respective needs and rights of Players, Match officials, spectators, Broadcast Partners and Commercial Partners.

3.2 In the case of injury to a Player in the Playing Area, the certified medical doctor referred to in clause 2.1(a), above, and/or the medically-trained personnel referred to in clause 2.1(b), above, and/or any appointed Match Day Doctor may enter the Playing Area in accordance with the Laws of the Game.

4. Water carriers

4.1 Subject to clause 4.4, below, the water carriers referred to in clause 2.1(c), above, must remain in their respective technical zones at all times unless they enter the Playing Area to provide water, which they may do only during stoppages in play in the case of injury to a Player in the Playing Area. For the avoidance of doubt, the water carriers are not permitted in the Playing Area during penalty kicks at goal.

4.2 At all times, Players may come to the touch-line adjacent to the technical zones to receive water.

4.3 Under no circumstances may water bottles or other containers be thrown onto the Playing Area.

4.4 One of the water carriers may enter the Playing Area to provide a kicking tee or sand to a kicker preparing to take a penalty kick at goal or conversion (i.e. once one of the Club's Players has (a) indicated that he intends to kick at goal after a penalty has been awarded, or (b) scored a try).

4.5 Neither of the water carriers referred to in clause 2.1(c), above, may be the Club's head coach.

5. Administration and enforcement of the technical zone protocol

5.1 During a Match, the fourth official will administer and enforce this technical zone protocol on behalf of the Match referee. If there is a breach of this technical zone protocol, the fourth official will report the matter to the Match referee, who may caution any person responsible for such a breach (which can include, for the avoidance of doubt, a member of a Club's coaching/management/medical staff) or, at his discretion, expel that person from the technical zone and the Playing Enclosure.

5.2 Without prejudice to any action taken by the Match officials pursuant to clause 5.1, above, any breach of this technical zone protocol (including those resulting in expulsions from the technical zone and the Playing Enclosure) may be reported to the Discipline Manager, who may investigate the matter and/or bring a Misconduct complaint pursuant to the Disciplinary Rules.

6. Personnel outside the technical zones and the Playing Enclosure

6.1 Subject to clause 3, above, and save where a Club's coaching staff enter the Playing Area at the half time interval to attend to the Club's Players, each Club's replacements and coaching/management/medical staff must be located outside the Playing Enclosure throughout the Match.

6.2 If replacements wish to warm up, they may do so either (a) in a designated warm-up area outside the Playing Area (where they may use balls, hit-shields and/or any other rugby equipment), or (b) in the opposition Club's in-goal area (where they may use balls and hit-shields only, which must be removed from the in-goal area immediately following the warm-up).

7. Players Temporarily Suspended

7.1 When a Player is Temporarily Suspended, subject to clause 7.3, below, that Player must remain in the 'sin bin' area (as designated pursuant to clause 6.5 of the Tournament Rules) for the duration of the Temporary Suspension.

7.2 A Temporarily Suspended Player may be given water and warm clothing while in the 'sin bin' area. If half-time occurs during the Temporary Suspension period, the Player may go to his Club's dressing room but must return directly to the designated 'sin bin' area for the remaining period of his Temporary Suspension when the second half begins.

7.3 A one-minute warm-up period is permitted prior to the Temporarily Suspended Player returning to the Playing Area, in which the Player may leave the 'sin bin' area.