JGA Lace Payroll Fantasy League WhatsApp Group & League Participation Rules

This Agreement is made in conjunction with the Fantasy Premier League (FPL) 2024-25 season.

Administration Parties

- Nick Day, CEO at JGA Recruitment Group ("Party A")
- Chris Howard, Marketing Director at Lace Partners ("Party B")

Background

- Party A and Party B have organised a Payroll Fantasy Premier League cash league for payroll professionals (the "League").
- The Premier Fantasy League is called the "**JGA Lace Payroll Fantasy Comp**" and this is an invite only league.
- The League involves participants selecting a fantasy team of real-life footballers and accumulating points based on the performance of those footballers in Premier League matches over the course of a season.
- Prizes will be awarded to the participants who finish in the top three positions on the League table, as well as to the participant with the lowest scoring team ("wooden spoon").
- To facilitate discussion and communication between participants, Party A and Party B have also set up a WhatsApp group (the "Group").
- The purpose of the Group is to enable participants to discuss matters relating to the League, including announcements of results and standings, as well as general football conversation.
- Party A and Party B shall manage both the League and the Group. They may amend the rules of the League and Group and remove or ban participants if needed.
- The prizes for the League are provided at the sole discretion of Party A and Party out of goodwill only. There is no contractual obligation to provide prizes.

Definitions

- **League** means the Payroll Fantasy Premier League cash league organised by Party A and Party B which is known as the "**JGA Lace Payroll Fantasy Comp"**
- **Group** means the WhatsApp group set up by Party A and Party B to facilitate discussion between Participants.
- **Participant** means a member participating in both the League and Group.
- **Prizes** means the awards provided to Participants who finish in the top positions in the League, including for first, second and third place, and for the wooden spoon.
- **Wooden spoon** means the prize awarded to the Participant with the lowest scoring team in the League.

Rules of Participation

- Participation in the WhatsApp Group and Fantasy Premier League is open only to individuals who are payroll professionals aged 18 years or older. Party A and Party B maintain the right to approve or reject any participant from the group or the league at any time.

Joining Process

- To join the WhatsApp Group, an individual must request to join from the organisers and their request will be considered at the organisers' sole discretion.
- Upon approval by the organisers, the individual will be deemed to have read, understood and accepted the terms of this Agreement.

Conduct

- Members must act in good faith towards each other and not engage in any conduct that is illegal, abusive, harassing or amounts to spam.
- Commercial promotion within the WhatsApp Group is prohibited unless expressly permitted in advance by the organisers in writing.
- Members must comply with all applicable laws including those relating to anti-competition.

Removal of Members

- The organisers may remove or ban any member from the WhatsApp Group or Fantasy Premier League at the organisers' sole discretion if they breach this Agreement or are otherwise unsuitable to participate.
- Removed members will not be entitled to receive any notification of removal or right of appeal against their removal.
- Continued participation in the WhatsApp Group or Fantasy Premier League will be deemed acceptance of any changes to rules made by the organisers.

Prizes and Awards

- The Participant who finishes first in the League table at the end of the season shall be awarded a trophy and a cash prize of £150 by JGA Recruitment Group and Lace Partners.
- The Participant who finishes second in the League table at the end of the season shall be awarded a trophy and a cash prize of £75 by JGA Recruitment Group and Lace Partners.
- The Participant who finishes third in the League table at the end of the season shall be awarded a trophy and a cash prize of £25 by JGA Recruitment Group and Lace Partners.
- The Participant who wins the cup competition at the end of the season shall be awarded a trophy and a cash prize of £25 by JGA Recruitment Group and Lace Partners.
- The Participant with the lowest scoring team in the League table at the end of the season ("Wooden Spoon Participant") shall be awarded a wooden spoon trophy by JGA Recruitment and Lace Partners.
- All prizes under this section are awarded at the sole discretion of Party A and Party B out of goodwill only, and there is no contractual obligation to provide any prizes.
- Prizes must be taken in the form of cash or trophy only, and no cash alternative or substitution is permitted.
- Any tax liability arising from the receipt of a prize is the sole responsibility of the Participant.
- Intellectual Property

Eligibility for Prizes and Awards

- Genius Sports and EFL employees, or those employed by Genius Sports' and EFL subsidiaries and anyone else connected with the Game are unable to participate in the Game. Current EFL Players, coaches and managers of EFL Clubs (Club Personnel) may enter to play the Game (subject always to ensuring such Club Personnel have obtained the prior approval from your EFL Club employer and such Club Personnel involvement is not contrary to their terms of employment and/or applicable EFL regulations from time to time) but such Club Personnel shall not be eligible to win any Prizes in the Game. Where Club Personnel win any Prizes, the Prize shall be awarded to the next placed Manager. Club Personnel should check with their employer if they are unsure about their participation in the Game.
- To be eligible for prizes, participants must complete the registration form and actively join and engage in the ‘Payroll Fantasy League’ WhatsApp group.

Ownership of intellectual property rights.

- All intellectual property rights in the League, the Group, and their content, including any data, statistics, written text, images, or other materials relating thereto, shall remain the property of and be owned exclusively by the Organisers.

Permitted use of content.

- Participants may access and view the League and Group content, and discuss such content amongst themselves within the Group. Participants shall not share, copy, distribute, publish, or make available any of the content outside of the Group in any manner.
- Taking screenshots of conversations within the Group is prohibited.
- Upon termination of participation, a Participant's right to access the content shall cease immediately.

No transfer of rights.

- Participation in the League and Group shall not result in the transfer of any intellectual property rights to Participants, and the Organisers' rights shall remain unaffected.

Breach of intellectual property rights

- Any unauthorised use or sharing of the League or Group content may amount to breach of the Organisers' intellectual property rights and may result in the Participant being removed from the Group and/or legal action being taken against them.

Data Protection

- Participants consent to their personal data being processed by the Organisers for the purposes of administering the Fantasy League and WhatsApp Group.
- Participants will only provide their name, email address and other limited personal data required for the purposes of participating in the Fantasy League and WhatsApp Group.
- Participants consent to receiving other marketing materials deemed of be of a legitimate interest from either Party A or Party B.
- Organisers will retain Participants' personal data only for the duration of their involvement in the Fantasy League and WhatsApp Group or as otherwise required by law.
- Organisers will implement appropriate technical and organisational security measures to protect Participants' personal data from loss, misuse, unauthorised access or disclosure, alteration or destruction.
- Organisers will notify the relevant supervisory authority and affected Participants of any personal data breach which poses a risk to Participants' rights and freedoms without undue delay.
- Participants have the right to request access to, rectification or erasure of their personal data held by Organisers. Such requests shall be addressed to the Organisers without undue delay.

- Participants' personal data will not be shared with any third parties without their consent, except as required by law.

Termination and Suspension of Membership

- The Organisers shall have sole discretion to terminate or suspend a Participant's membership of the Group for reasonable grounds.

Reasonable grounds for termination or suspension shall include:

- A material breach by the Participant of this Agreement which, if capable of remedy, is not remedied within 7 days of receiving written notice of the breach from the Organisers;
- Failure to comply with any reasonable instructions of the Organisers in relation to participation in the Group;
- Inappropriate, offensive, illegal or otherwise impermissible behaviour by the Participant within the Group.
- Prolonged inactivity in the Group of over 3 months may also result in termination of membership at the Organisers' discretion.
- The Organisers shall provide written notice to the Participant outlining the grounds for termination or suspension and an opportunity for the Participant to respond within 7 days.
- In cases of serious breaches, the Organisers may immediately terminate or suspend membership without prior notice or warning.
- A Participant may appeal a decision to terminate or suspend their membership by providing notice to the Organisers within 7 days. The decision of the Organisers in response to any such appeal shall be final.
- Upon termination or suspension, the Organisers may require the Participant to delete any content shared within the Group and remove themselves from the Group.
- The Organisers shall not be liable to the Participant for terminating or suspending their membership in good faith and in accordance with the provisions of this Agreement.

Dispute Resolution

- Informal Resolution: Participants shall attempt to resolve any disputes between themselves on an informal basis through open communication and negotiation.
- Mediation: If the dispute is not resolved informally within 14 days, the parties agree to submit the dispute to mediation.
- Party A and Party B shall select the mediator and participants shall share the costs of mediation equally.

Arbitration

- If the mediation does not resolve the dispute, the dispute shall be referred to arbitration in accordance with the Arbitration Act 1996.
- The seat of arbitration shall be England.
- Party A and Party B shall jointly appoint the arbitrator.
- The arbitrator's decision shall be final and binding on the participants, and the costs of arbitration shall be shared equally between the participants.

Governing law and jurisdiction

- This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

Variation

- The Organisers may revise these terms at any time by updating this document. You are expected to check this document from time to time to take notice of any changes the Organisers make, as they are binding on you.

Severance

- If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

No waiver

- A waiver of any right under this Agreement or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy.

Acceptance of these terms and conditions

- All members involved should take independent legal advice before acting or not acting on comments made in the group discussions.
- Upon acceptance of your invitation to either the “JGA Lace Payroll Fantasy Comp” League or the JGA Lace Payroll Fantasy League WhatsApp Group these terms and conditions will be deemed as accepted and understood by the individual member joining the group.
- Signing of these terms and conditions is not considered a pre-condition for their acceptance.