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Sports Law 2026

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Contributing Editors

Irwin Kishner and Daniel Etna
Herrick, Feinstein LLP



Chambers

Global Practice Guides

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2026

Chambers Global Practice Guides

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INTRODUCTION

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Herrick, Feinstein LLP provides a full range of legal services to clients worldwide from its offices in New York City, Newark, New Jersey and Pittsburgh, Pennsylvania. Herrick's sports law group works with the complementary practice groups on corporate, real estate, tax, IP, restructuring, employment, government relations and litigation aspects of sports law. The firm's attorneys have guided stakeholders in professional sports as they have made strategic investments in professional sports teams, as well as mixed-use developments and media rights, naming rights, sponsorship, concession services, stadium fi-

nancing and leasing, and other strategic operational and financing agreements. Herrick has represented major athletic teams and affiliated entities in transactions totalling over USD150 billion. In addition to the authors referenced, the firm thanks partner and chair of the insurance and reinsurance group, Alan R Lyons, partner Justin Blass and attorneys Barry Werbin, Joel Wagman, Daniel A Field, Tara Guarneri-Ferrara, Joshua J Schoch, Meaghan Roe, Jessie Root, Jermaine A. Brookshire, Jr and Adam Unger for valuable contributions.

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INTRODUCTION

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Sports have long been a meeting point for law, business and culture, but in the past, sports law dealt primarily with contractual and ethical concerns. However, as sports have become more prominent on a global scale, with an ever-increasing flow of capital into this sector, sports law has also changed. Today, corporate governance, capital markets, labour and employment, integrity and even criminal law can influence sports from the local start-up league to the largest global competitions.

The Globalisation of Sports and Sports Law

Over the past century, sports have become increasingly international. As a result, global legal systems concerning sports have grown more complicated. Clubs, leagues, competitions and governing bodies now work across borders, look for investment worldwide, hire people from many countries and connect with fans everywhere. Legal disputes often cross different countries and legal systems.

Arbitration groups, federations and integrity units sometimes co-operate with courts and regulators, but sometimes they are at odds. Governments also insert themselves more often when political and governance issues like labour rights, competition, taxes, public health or security are impacted. All these layers mean that public law, private rules and contracts must work symbiotically, but this does not always happen in the most efficient or effective manner.

Capital and Ownership

One key feature of sports law in 2026 is increasingly large and complex investments throughout industry. Wealthy individuals and private partnership groups are no longer the sole owners of professional sports organisations. Now, these entities attract equity investment from private equity, private credit, sovereign wealth funds and other similar investor classes that often have goals and time horizons that differ from those of the legacy owner.

This trend is happening across sports. European football, North American leagues, Asian teams, newer sports like pickleball and lacrosse, and even amateur college sports in the USA have all seen more interest from institutional investors. These investments have the potential to bring more money, professional management and new markets. Issues like owner-

ship restrictions, control, financial sustainability and conflicts of interest must be managed alongside the needs of the sports business.

Regulators and federations have responded in diverse ways. Some leagues have strict rules about who can own teams and control media rights, while others are more open to encourage growth, regardless of investor type. Financial fair play rules, licensing and solvency requirements are now key legal tools. They aim to keep competition fair and ensure teams last, while also considering what investors need.

Athletes and Labour

The athlete's status is central to sports law. In 2026, this status is undergoing reassessment and transformation in multiple jurisdictions. Athletes are no longer regarded solely as participants subject to fair play sporting regulations; they are also workers, brand-builders and, increasingly, rights-holders asserting their economic and legal interests, particularly because of the global proliferation of social media.

At the same time, athletes regardless of level have more commercial opportunities. Endorsements, image rights, digital content and personal branding are especially important. The rules and regulations governing these rights vary by region and sport, bringing both benefits and risks. Managing these interests remains a key part of sports law.

Integrity, Ethics and the Rule of Law in Sports

Integrity is still a core part of sport, but it is an area of growing pressure. Match-fixing, corruption, doping and abuse scandals are ongoing problems for sports leaders and regulators, especially as online and application-based gambling becomes more prevalent. Modern technology, including easily accessible real-time data and global betting, has made both cheating and catching it more advanced. Notwithstanding the growth in legal sports betting, illegal gambling operations continue to thrive despite ongoing enforcement efforts.

Legal responses have adapted to these problems. Integrity units now collaborate with police, betting companies and international organisations around the world to monitor issues across sports and platforms. Disciplinary actions are watched more closely, with

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more attention to being open and fair. Decisions that used to be only about sports are now also reviewed under administrative and human rights law.

At the same time, protecting athletes' health and well-being is now a main legal concern. Teams, leagues and federations' duty of care, whether for injuries, mental health or protection from abuse, determines how the relevant stakeholders promulgate and enforce rules, train personnel and investigate and address complaints. The law is now used not only to punish, but also to prevent, future harm.

Technology, Data and the Digital Sports Economy

For the past several years, technology has been transforming sport and creating new legal challenges at a rapid rate. Data has become one of, if not the, most valuable assets in sport; it is collected, analysed and monetised at remarkable scale. These newfound revenue streams create complex questions about data ownership, player and fan consent, privacy and limits on how data can be ethically deployed.

Artificial intelligence and analytics now play roles in advising ownership, management and players on coaching, scouting, training, major business decisions, refereeing and the fan experience. These tools make things more efficient and deliver new insights, but they also raise novel and complicated legal questions. As these evolving technologies become increasingly integral and available to the sports industry, ongoing concerns regarding transparency and intellectual property will assuredly intensify.

Broadcasting and media rights are still at the heart of sports business, but streaming and social media continue to disrupt traditional, regional licensing models (such as local cable). Sports law now must adjust to a world where content is global, instant, constant and interactive. As a general matter, the sports industry continues on an upward growth path due in large part to competition for media rights.

Regulation, Competition and the Role of the State

As sports have become more important in the economy and culture, governments are more willing to regulate it directly. Competition and antitrust laws are a focus, featuring challenges to closed leagues, eligibility rules

and group sales. Courts and regulators must balance the unique aspects of sport with basic antitrust rules.

Tax, immigration and funding likewise influence sports law. Big events prompt organisers and governments to discuss public costs, promises for the future and social effects. Environmental and green laws are now more important, mirroring society's changing priorities.

The role of government in sport does vary around the globe. Some jurisdictions let sports organisations govern themselves, and others regulate more actively. Lawyers working internationally need to be aware of these differences.

Society, Politics and Sports

The social role of sports is closely tied to its legal rules. Topics like gender equality, racial justice and free speech often arise. Women's sports have grown quickly, causing discussions about investment, media rights and pay disparities.

Geopolitics and Sports

Prominent competitions and platforms can be used to convey political values, highlight diplomatic strains and reflect public opinion, whether intentionally or otherwise. Sanctions spread beyond national teams to club sides, athletes and officials, raising challenging legal questions around responsibility, proportionality and due process.

These developments challenge the notion that sport is separate from politics. Sports organisations now must be mindful of various international rules, standards and business norms and requirements, while keeping governance clear and defensible across occasionally different legal schemes. Mishandling any of these issues can affect stakeholders' access to competitions, contracts and opportunities.

A Connected but Fragmented Legal Picture

Taken together, these chapters show that sports law is simultaneously related and differentiated. While many stakeholders face comparable challenges, methodologies for solving these challenges and their outcomes can vary widely because of differing laws and cultural norms. There simply is no singular set of rules or regulations that yield the same answer everywhere.



Law and Practice

Contributed by:

Sven Burchartz and Jessica Bell

Kalus Kenny Intelex

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Kalus Kenny Intelex is a progressive, commercially oriented firm, specialising in sport, property, commercial and dispute resolution. The firm shares its clients' successes by becoming a true strategic partner in their pursuits and always seeks to deliver more value by offering business outcomes in addition to legal advice. Kalus Kenny Intelex's personal and proactive approach, combined with a straightforward nature, makes it a different kind of law firm. The sports law team understands that, like sport itself, the business

of sport is dynamic, emotionally charged and highly competitive. With local and global experience in the sports and leisure sector, its sports law team supports professional and amateur sporting organisations, clubs/teams, athletes, sponsors and other key stakeholders in their pursuit of sporting and commercial success. Kalus Kenny Intelex is the sole Australian member of the International Lawyers Network, a global alliance of 5,000 lawyers in 66 countries.

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1. Athlete Conduct, Integrity and Enforcement

1.1 Anti-Doping Regimes

Criminal Offences Relating to Doping in Australia

Australia does not have any legislation that specifically criminalises doping in sport. Instead, the Australian Commonwealth and each of the states and territories have enacted legislation that criminalises certain conduct constituting a violation of the World Anti-Doping Agency's ("WADA") anti-doping rules, such as:

- Australia's Commonwealth Criminal Code Act 1995 criminalises the trafficking of certain substances that also appear on the WADA's list of substances and methods as being prohibited both in and out of competition, and in particular sports (World Anti-Doping Code Prohibited List); and
- Australia's Customs Act 1901 and Customs (Prohibited Imports) Regulations 1956 criminalise the importation of certain substances that also appear on the World Anti-Doping Code Prohibited List – this type of offence is punishable by up to five years' imprisonment and/or up to 1,000 penalty units.

Commonwealth and state and territory legislation in Australia also prohibits the use or administration of a substance on the World Anti-Doping Code Prohibited List without an appropriate medical or therapeutic justification.

Implementation of the World Anti-Doping Code in Australia

Australia is a signatory to the UNESCO International Convention against Doping in Sport and is therefore required to implement an anti-doping scheme in accordance with the principles of the World Anti-Doping Code.

Sport Integrity Australia implements the World Anti-Doping Code by way of a legislative framework comprising the Sport Integrity Australia Act 2020 and the Sport Integrity Australia Regulations 2020 (in particular, Schedule 2 – the National Anti-Doping Scheme).

Sport Integrity Australia collaborates with WADA, international anti-doping organisations and other

stakeholders on an ongoing basis to ensure (by way of regular amendments) that Australia's National Anti-Doping legislation remains consistent with the World Anti-Doping Code.

Punishment for Doping Offences

Sporting associations and leagues in Australia impose sanctions for doping offences under their own anti-doping policies, which align with the National Anti-Doping Scheme and the World Anti-Doping Code. Major bodies (including the AFL, NRL, Cricket Australia, Motorsport Australia and Football Australia) have authority under these policies to impose suspensions, disqualifications and other disciplinary measures for anti-doping rule violations.

Recent Case Example

A recent case in Australian sport is that of two-time Grand Slam doubles tennis champion Max Purcell, who was provisionally suspended in December 2024 by the International Tennis Integrity Agency ("ITIA") for unknowingly receiving over 500 millilitres of IV vitamin infusions in late 2023 that exceeded allowable limits. The permitted limit of IV infusions of vitamins is 100 millilitres in a 12-hour timeframe, leading to Purcell's conduct breaching Article 2.2 of the Tennis Anti-Doping Programme.

The suspension means that Purcell cannot play, coach or attend any tennis event authorised or sanctioned by members of the ITIA. Purcell also forfeited results and prize money earned from 16 December 2023 to 3 February 2024. Purcell's suspension ends on 11 June 2026.

1.2 Misconduct and Match-Fixing Legislative Measures

Match-fixing

In 2011, the Australian Commonwealth, and State and Territory Governments agreed to a National Policy on Match-Fixing in Sport (the "National Policy"), in an effort to "pursue (...) a consistent approach to criminal offences, including legislation by relevant jurisdictions, in relation to match-fixing that provides an effective deterrent and sufficient penalties to reflect the seriousness of offences, as provided for in Part 4.3 of the National Policy." A number of Australia's states and territories have since enacted legislative arrange-

ments covering certain match-fixing behaviours, with penalties including a maximum of seven to ten years' imprisonment.

By way of example, Part 4ACA of the Crimes Act 1900 (NSW) criminalises conduct that is likely to affect the outcome of any type of betting on any event (that is lawful to bet on in any state, territory or the Commonwealth), and which does not meet the standard of integrity that a reasonable person would expect of those in the positions that affect this outcome (ie, corrupt conduct).

Cheating, bribery, fraud and other offences

In addition to match-fixing laws, a range of Commonwealth, state and territory laws apply to athlete and official misconduct involving cheating, bribery, fraud or gambling. These include criminal offences such as bribery, corruption, fraud, misuse of information and obtaining a financial advantage by deception, which may apply where sporting events are manipulated for personal or third-party gain. Gambling legislation at both the Commonwealth and state levels further regulates betting behaviour by prohibiting corrupt or deceptive conduct connected with wagering on sport.

Role of Governing Bodies

Athlete misconduct, including match-fixing and other forms of cheating in sport, is regulated by the relevant sporting code's governing body in accordance with the specific rules and the guidelines of participation and integrity framework in that particular sport. Depending on the nature and seriousness of the conduct, athlete misconduct can trigger suspension or, in more serious cases, the termination of an athlete's contract.

Recent Case Example

The actions of former Australian Test Cricket captain Tim Paine, in 2017 (which came to light in 2020), serve as a stark reminder of the consequences of misconduct in Australian sport. Paine was accused of sending sexually explicit and unsolicited text messages to a former Cricket Tasmania employee. As a result, he lost the support of the Cricket Australia board and was reportedly forced to stand down from his captaincy. He has not played in the Australian side since retiring from first-class cricket in March 2023.

1.3 Betting-Related Offences

No National Authority Regulating Sports Betting in Australia

Sports betting is not illegal in Australia, and there is no single overarching statute or authority regulating gambling activities, including betting, in the country.

Sports betting is, however, separately regulated by way of a series of federal statutes and by separate legislative frameworks in each of Australia's eight mainland states and territories. By way of example, the Victorian Gambling and Casino Control Commission Act 2011 establishes the Victorian Gambling and Casino Control Commission ("VGCCC", formerly known as the Victorian Commission for Gambling and Liquor Regulation), which is empowered to regulate the gambling and liquor industries in Victoria.

Regulation of the Betting Activities of Professional Athletes

The betting activities of professional athletes are often regulated more strictly than those of non-athletes by the governing body of their sport. The AFL, for example, prohibits players from betting on AFL matches and, in 2022, fined Rhys Nicholls AUD5,000 and banned him from playing for two matches after he placed bets on ten games during the 2021 AFL season.

More recently, these regulatory and enforcement measures have extended beyond domestic competition. In August 2025, former A-League player Riku Danzaki, of Western United, pleaded guilty to deliberately receiving yellow cards as part of a betting fraud involving amateur player Yuta Hirayama. Hirayama placed bets on the number of yellow cards Danzaki would receive during his matches on 27 April, 3 May and 9 May 2025, with Danzaki earning AUD16,000 from these bets.

Protecting the Integrity of Sport – Information Sharing

In certain Australian states, organisations that obtain Sports Controlling Body ("SCB") status through regulatory approval (for example, from the Victorian Gambling and Casino Control Commission) are permitted to enter into agreements with sports betting providers

to offer designated sports betting services and receive a financial benefit in exchange.

This also allows those SCBs to share information with betting operators – for example, in order to protect and support integrity in their sport. The intention of such a framework is to promote confidence in Australian sports and any associated betting activities.

1.4 Disciplinary Framework

Each of the major sporting codes in Australia has developed and implemented its own integrity unit, tribunal or similar body to manage disciplinary proceedings against athletes. The steps taken by each of those bodies in respect of investigating and penalising doping, integrity, betting and other offences differ among the codes.

By way of example, Rugby Australia has implemented a mandatory reporting scheme under which “participants” in rugby (including players, coaches, managers, and agents) are required to immediately report any breaches of its Anti-Corruption and Betting Policy to an appointed Integrity Officer. That Integrity Officer is then empowered to investigate the breach, issue a written breach notice to the relevant participant and, if requested, establish an integrity tribunal to conduct a hearing in relation to the alleged breach.

2. Commercial Rights

2.1 Sports-Related Rights

Ticketing Rights

One of the most notable sports-related commercial rights to be exploited in Australia relates to ticketing. The Australian ticket market is significant and comprises both primary and secondary markets.

The term “primary ticket sales” refers to a situation where tickets are first sold by an official ticket seller, whereas the term “secondary market” refers to a situation where those primary tickets are resold.

The Secondary Ticketing Market

The secondary market for tickets in Australia comprises two main components, as follows:

- authorised on-selling, whereby sporting bodies, such as Tennis Australia or the AFL, authorise other entities, such as travel companies, to purchase tickets to a sporting event and on-sell them to their customers; and
- ticket scalping, whereby ticket scalpers resell tickets at an elevated price.

Scalping

There is no federal legislation making scalping illegal in Australia. Instead, ticket resale for sporting and entertainment events is regulated by various consumer protections under the Australian Consumer Law and state/territory-specific legislation, which set out the manner and terms on which tickets can be resold and may impose restrictions or even prohibitions on scalping in that jurisdiction.

By way of example, in Victoria in 2022, amendments to the Major Events Act 2009 made it an offence to advertise or sell a ticket package to a declared event without the written authorisation of the seller. The amendments also require that resellers of all tickets to declared major events now state the face value, the asking price and the seat details of tickets in sale advertisements.

Merchandising and Hospitality

Beyond ticketing, clubs, teams, event organisers and governing bodies commonly monetise their intellectual property through merchandising and premium hospitality. Intellectual property (including names, logos and colours) is licensed for use on apparel, equipment and memorabilia, with rights protected through trade mark law and contractual arrangements. Premium hospitality packages, such as corporate boxes, VIP seating and exclusive access, are typically managed centrally and licensed to authorised providers under strict conditions to preserve exclusivity and prevent unauthorised resale.

2.2 Sponsorship Terms

In Australia, many sports sponsors use their sponsorship rights as a marketing tool. Sponsors generally leverage the platform that a sports rights-holder can offer in order to increase public awareness of their brand and, in turn, the value of their business. The affiliation with a sports rights-holder can, in certain cir-

cumstances, improve the sponsor's corporate image by leveraging the strong reputation and brand of a sporting team or athlete.

Sponsors commonly exercise their rights through integrated marketing campaigns, digital content, athlete appearances, in-stadium branding, hospitality and promotional events and, subject to privacy and consent requirements, through targeted marketing.

Attracting Sponsors to Sport

Sports rights-holders use sponsors to generate revenue for their business through sponsorship fees and attract sponsor investment by offering a range of commercial rights. Traditionally, these rights include the right to use the sports rights-holder's brand and athlete imagery, branding on athlete kits and at sporting events. Sponsorship agreements may also offer customised content featuring athletes and team members, the right to feature on the sports rights-holder's social media channels and the use of the fan databases for marketing purposes. Rights-holders also rely on audience metrics, broadcast reach, digital engagement statistics and demographic data to demonstrate the commercial value of their platform to potential sponsors.

Key Provisions of Sponsorship Agreements in Australia

The key provisions in any sponsorship agreement are designed to protect both parties' brand integrity and ensure clarity around the commercial relationship, and typically include clauses relating to exclusivity, payment terms, sponsor benefits, intellectual property rights, deliverable obligations on the rights-holder, morality and conduct clauses and termination conditions.

2.3 Broadcasting Rights

Exploiting Broadcasting Rights

Traditionally, broadcasters in Australia exploit available broadcasting rights by selling advertising space on their channels (especially on free-to-air channels) and by other means, including subscription services such as pay-TV (Foxtel) and streaming platforms (Kayo, Stan Sport, Amazon Prime). They may also generate revenue through sponsorship and integration, such as branded segments, in-broadcast advertising and nam-

ing rights, as well as digital and on-demand content. Broadcasters may also license content internationally to sell rights to overseas networks or platforms.

Broadcasting rights are among the most valuable rights available to sports rights-holders in Australia. Broadcasters often seek exclusivity in the broadcasting rights to certain sports events because they can exploit those rights to encourage businesses to purchase advertising space on their channels during high-viewership periods.

By way of example, in 2025, Supercars entered into a four-year, AUD200 million deal with the Foxtel Group and Seven West Media, securing the live broadcast of all Supercars events on Foxtel/Kayo, including the Repco Supercars Championships, expanding Supercars' international presence. The Seven Network will also provide free-to-air coverage for six key rounds.

Exclusivity of Broadcasting Rights

Broadcasting rights in Australia are often sold on an exclusive basis, meaning that the sale of particular rights to a television channel or provider often precludes their sale to another television company.

However, Australia's anti-siphoning laws require certain events (such as the AFL premiership competition) to be made available free of charge to the general public. Interestingly, in the case of the AFL Grand Final, the match is only broadcast live on a free-to-air television channel, and available on pay-TV on delay.

Venue Access and Intellectual Property Rights

Broadcasters require venue access licences from event organisers or stadium operators to enter the venue, install equipment and film the event, covering matters such as camera positions, technical infrastructure, staff access, use of captured footage, and compliance with venue rules and safety requirements. While broadcasters generally own the intellectual property in the broadcast (including audiovisual feeds, commentary and graphics), those rights remain subject to restrictions imposed by the sports rights-holder, which typically retains control over official logos, trade marks and event branding, approval rights over their use in broadcasts, and limited rights to use footage for promotional purposes.

3. Sports Events

3.1 Proprietary Rights and Event Management

The High Court of Australia in *Victoria Park Racing & Recreation Grounds Co Ltd v Taylor* [1937] HCA 45 found that, while event organisers may make a profit by charging entrance to a private area in which a spectacle (ie, a sporting event) is being held, no proprietary rights exist in the spectacle itself.

Organisers of sporting events must then find different ways to control rights at a particular sporting event. As sporting events are generally held on private property, event organisers have the right to issue admission requirements for attendees.

Each state and territory in Australia has its own statutory regime that prohibits the unauthorised broadcasting of sporting events. For example, in Victoria, Sections 43 and 44 of the Major Events Act 2009 (Vic) make it a crime to broadcast, telecast, videotape or record a sporting event without prior authorisation from the organisers. In addition, the Australian Consumer Law provides consumer protection by regulating misleading and deceptive conduct and unfair contract terms. Work health and safety, liquor, security and public order laws also govern large events, while privacy legislation applies to the collection and use of attendee data, including CCTV and ticketing information.

Management of Sporting Events

Each state and territory in Australia has legislated independently on the issue of event organisation, management and supervision. In recent years, a number of legislative repeals have been enacted to better protect the interests of event organisers, including in relation to ticket sales and resales, particularly in relation to ticket scalping, as outlined in **2.1 Available Sports-Related Rights**.

Governing Participation

Participation in sport is governed by competition rules and regulations set by the relevant sporting body, eligibility criteria, qualification pathways, and compliance with anti-doping rules. By way of example:

- codes of conduct and integrity policies;
- disciplinary frameworks;
- anti-doping policies; and
- athletes, officials and teams must agree to the rules of the relevant sport as a condition of participation.

3.2 Duty of Care and Liability Duty of Care

In Australia, a legal person may be held liable for their failure to take reasonable care to avoid causing injury or loss to another person (negligence). One of the key requirements in proving that a person has been negligent is to show that the “negligent” person owed a duty of care to the person who was ultimately harmed, or who suffered a loss.

Although the tort of negligence and the principle of a duty of care were traditionally developed in Australia by way of the common law, each state and territory has legislated (to varying degrees) in relation to the general concept, such as the Wrongs Act 1958 (Vic). Each Act supplements the common law by addressing the standard of care, causation and available defences. In practice, sports event organisers generally owe a duty of care to participants, staff and spectators. Athletes also owe a duty of care to event attendees and can be liable if they create unnecessary risk to spectators, or engage in deliberately violent or reckless behaviour.

Limiting Liability

Liability in negligence can be limited by agreement between the relevant parties, including through participant agreements, disclaimers and contractual waivers for spectators, often included in ticket terms and conditions.

Any agreement should explicitly identify the limitation or exclusion of certain liability, as broad wording such as “all liability is excluded” will not ordinarily be construed by Australian courts to apply liability limitations or exclusions to liability for negligence.

Liability That Cannot Be Excluded

Under Australian law, event organisers cannot exclude liability for:

- death or personal injury caused by breaches of Australian Consumer Law;
- reckless conduct;
- workplace health and safety obligations;
- criminal conduct; or
- unfair contract terms, including overly broad waivers.

Keeping Sporting Events Safe

Event organisers may maintain safety and public order by:

- complying with workplace health and safety laws;
- applying liquor licensing controls;
- banning or removing violent or disruptive spectators;
- providing mechanisms for spectators to report misconduct;
- implementing emergency management and evacuation procedures;
- using surveillance and controlled entry systems; and
- managing crowds, including restricting prohibited items.

4. Corporate Structures

4.1 Legal Forms of Sporting Bodies

There is no blanket legal requirement in Australia for a sporting club (whether professional, amateur, commercial or non-profit) to become incorporated. To limit the liability of members and officers, the most common structure of a sporting club is:

- an incorporated association under the applicable state or territory legislation (the Associations Incorporations Acts);
- a company limited by guarantee under the Corporations Act 2001 (Cth) (eg, Football Australia and Swimming Australia); or
- a company limited by shares (eg, some NRL, AFL and A-League clubs).

However, there are circumstances in which governing bodies require local clubs to be incorporated. For example, AFL NSW/ACT, the state body responsible for the growth of the AFL in New South Wales and

the Australian Capital Territory, requires local football clubs to be incorporated to ensure that the legal rights and obligations of the clubs are not borne by their members.

The choice of legal structure for a sporting organisation depends on its size, purpose, and objectives. Small, not-for-profit clubs often do not require the more complex governance and reporting obligations of a corporate structure. Whereas for-profit organisations are typically larger, may have paid staff, seek external investment, and operate more like a normal business, which necessitates a higher level of governance and oversight.

4.2 Corporate Governance Codes Sports Governance Principles

In March 2020, the Australian Sports Commission released a revised version of its Sport Governance Principles (the “Principles”), developed to guide Australian sporting organisations in delivering good governance. The Principles apply to all organisations throughout the Australian sporting sector, whether they are small local clubs or large national organisations.

Directors’ Duties

The Principles themselves are not mandatory, but directors of sporting organisations are required to comply with the same behavioural requirements as any other company director in Australia, as outlined in the Corporations Act 2001 (Cth). This includes complying with a number of directors’ duties such as the duty of care, skill and diligence, the requirement to avoid conflicts of interest and the duty to act in good faith. These duties also apply under state and territory legislation for incorporated associations and for sporting organisations that are registered charities.

Insolvent Trading

Section 95A of the Corporations Act prohibits directors of corporations, including sporting organisations, from allowing a corporation to trade while insolvent. A sporting organisation will be considered insolvent if it is unable to pay its debts as and when they become due and payable.

Consequences of insolvent trading may include:

- directors being personally liable for debts;
- civil penalties;
- criminal charges;
- winding up and liquidation; and
- disqualification of directors from managing any corporations for a period of time.

Other Relevant Rules

Many sporting organisations have additional internal governance policies, including fit and proper person tests for officeholders, background checks and conflict-of-interest rules.

At a series or competition level, there are often agreements in place between clubs or teams and the organisation responsible for running the series or competition. These agreements typically include rules relating to eligibility to participate, ongoing compliance obligations, and a requirement that any change in ownership of a club or team be approved by the series or competition organiser.

By way of example, the AFL operates a club licensing framework, while the NRL and Supercars each have ownership (or change-of-ownership) approval processes for clubs or teams.

Consequences for Non-Compliance

In addition to the consequences outlined above in relation to insolvent trading, there may be consequences for failing to meet governance requirements. These will depend on the sport, the competition structure and the relevant governing body. Consequences may include:

- loss, suspension or reduction in funding;
- ineligibility to remain in the competition;
- external intervention in the club/team; or
- reputational damage to the club/team.

4.3 Sport Funding

Australian sport is funded through a mix of government funding and private investment. At the federal level, the Australian Sports Commission distributes government funding across national and state sporting organisations, high-performance programs and community participation initiatives, and is accountable to the Federal Minister for Sport. State and terri-

tory governments also fund grassroots sport, facilities and major events. In addition, sporting organisations generate private revenue through broadcasting rights, sponsorships, memberships and merchandising, with professional sport relying primarily on private investment and community sport more heavily supported by government funding and local contributions.

5. Intellectual Property, Data and Data Protection

5.1 Trade Marks

Registering a Trade Mark

In Australia, any individual, company, or incorporated association may apply to register a trade mark in respect of certain goods or services by filing an application with IP Australia.

Subject to certain requirements, a letter, word, name, signature, numeral, device, brand, heading, label, ticket, aspect of packaging, shape, colour, sound or scent (provided it is capable of graphical representation) may be registered.

What Cannot Be Registered?

Certain marks cannot be registered in Australia, including:

- marks that are purely descriptive;
- some geographical names;
- marks containing common surnames;
- certain words related to banking and financial services; and
- certain prohibited signs and marks which are scandalous by nature or contrary to law.

The Benefits of Registration

The benefits of having a registered trade mark are that the registered owner has the exclusive right to use the mark in respect of the goods and services covered by the registration. Trade mark owners can protect their trade mark by bringing an action against anyone who uses a substantially identical or deceptively similar mark in respect of the same or similar goods or services.

Non-Use

A trade mark does not need to have been used prior to applying for trade mark registration in Australia; however, the applicant must genuinely intend to use the mark in relation to the nominated goods or services. However, if the applicant fails to use a mark over a continuous three-year period, it can be removed from the trade mark register, or another party can apply to have the mark removed for non-use.

Non-Registered Trade Marks

Non-registered trade marks are protected under the Australian Consumer Law, which prevents another party from engaging in misleading or deceptive conduct, such as the unauthorised use of names or logos that may confuse consumers. They are also protected under the common law action of passing off, which prevents another party from misrepresenting that they have an association with the owner's goods or services.

Sports-Related Examples

Sporting bodies routinely register trade marks to protect their brand. By way of example:

- Supercars Australia holds registered trade marks for its logos, categories and slogans;
- Tennis Australia holds a number of trade marks relating to the "Australian Open" and "AO";
- Cricket Australia owns trade marks for the Ashes, the Boxing Day Test, each of the Big Bash League teams and the "Baggy Green" hat;
- NRL and AFL clubs hold registered trade marks for the names and logos of the clubs competing in their respective competitions; and
- major events, such as the Melbourne Cup, are protected by trade marks owned by the Victoria Racing Club.

5.2 Copyright/Database Rights

Australian Copyright Law

In Australia, copyright law is contained in the Copyright Act 1968 ("Copyright Act") and supported by common law principles developed by Australian courts. There is no system of copyright registration in Australia. Instead, copyright protection automatically arises once a work is original, created by a qualified person, and fixed in material form. Concepts such as

originality and authorship are not defined in the Copyright Act and are instead shaped by common law.

Given the automatic application of copyright in Australia, protection immediately extends to sporting content such as match footage, photographs, logos, commentary, fixtures, provided they meet the "originality threshold".

For example, Section 101 of the Copyright Act provides that the copyright in a literary, dramatic, musical or artistic work "is infringed by a person who, not being the owner of the copyright and without the licence of the owner of the copyright, does in Australia, or authorises the doing in Australia of, any act comprised in the copyright." This includes using or reproducing copyrighted works and offering articles for sale that contain infringing copyrighted material.

Defences for Copyright Infringement

Common exceptions and defences to copyright infringement include:

- fair dealings with the copyright works (which includes use in reporting, for research, review or criticism);
- certain private or incidental dealings with copyright works and other subject matter; and
- educational copying and archiving of works.

No Specific Database Right

There is no specific law in Australia providing for database rights, which means that databases may only be protected in Australia if they fall within the scope of protection under the Copyright Act. The Copyright Act will likely only cover a database in respect of the compilation of the data, provided that the creators used intellectual effort in creating the database, and that the database itself is sufficiently original.

Copyright and Australian Sport

In 2019, the AFL issued a cease-and-desist notice for copyright infringement to a company called League Tees. The AFL alleged that a line of t-shirts and badges marketed and sold by League Tees featured an iconic photograph of an AFL Women's League player that was taken by AFL Media's chief photographer, which infringed the copyright of the AFL. Whilst League Tees

maintained a position that their designs were substantially different from the photograph, they ultimately withdrew the products from the market.

5.3 Recognising Personality/Image Rights

Australia does not recognise a legal right to an athlete's image or NIL rights. Instead, protection arises indirectly through common law actions, such as passing off, and statutory regimes, including the Australian Consumer Law and intellectual property laws. Accordingly, a number of traditional causes of action are relied upon to protect a celebrity's image, including:

- the tort of passing off;
- breach of Australian Consumer Law;
- defamation; or
- trade mark and copyright infringement.

5.4 Protecting Personality/Image Rights

Passing off is a common law tort in Australia that arises where a party misrepresents an association with another's goods or services. Alongside this, the Australian Consumer Law prohibits misleading or deceptive conduct. In practice, these protections can be used to prevent unauthorised suggestions that an athlete has endorsed, sponsored or is commercially associated with a product or service. To establish passing off, an athlete must show a recognisable reputation, a misrepresentation, and a likelihood of resulting damage. The Australian Consumer Law similarly protects against unauthorised use of an athlete's name, image or persona that implies approval or affiliation.

5.5 Licensing

Sports bodies and athletes can exploit their IP rights to leverage the value of their brands and generate revenue by licensing those rights to third parties. These licensing rights might include the right to apply a registered or unregistered trade mark to goods, services or other advertising materials.

The scope of licensing differs significantly between sporting codes and professional and non-professional sport. At the professional level, leagues and teams commercialise a range of intellectual property through licensing programs that cover:

- merchandise;

- apparel;
- games;
- content;
- statistics; and
- sponsorship activations.

Professional athletes may also license their personal branding (ie, their name, signature, likeness or image) for endorsements and commercial partnerships. In contrast, non-professional sporting bodies typically have a limited intellectual property portfolio, which results in limited licensing for local sponsorships and small-scale merchandising.

5.6 Assignment of IP Rights

In Australia, intellectual property can generally be assigned with few restrictions, but assignments of copyright and other IP (including trade marks, patents and designs) must be in writing by deed or agreement to be enforceable. An author's moral rights cannot be assigned and may only be waived. Unregistered trade marks may only be assigned together with the goodwill of the relevant business, and collective marks cannot be assigned. Confidential information and trade secrets may be assigned only while they remain confidential. Assignments of registered IP should also be recorded with IP Australia to ensure enforceability against third parties.

5.7 Data in Sport

In Australia, sports data, including athlete, equipment and spectator data, is predominantly used by stakeholders to track athlete performance, increase fan engagement and encourage and expand commercial partnerships.

Athlete Performance

Many of Australia's elite sports teams collect and analyse athlete data to identify strengths and weaknesses in any given athlete or a team's performance. Analytics can help athletes and teams understand the key factors that contributed to their wins or losses, and inform training plans, strategy and athlete development.

In the AFL, for example, clubs have developed their own data management systems and dedicated teams

of data analysts to determine where they can improve and even how they can win.

Athletes and teams are also increasingly using equipment-generated data, such as trackers/wearables, and sensor-enabled gear to monitor performance, potential injury and refine training programs.

Fan Engagement

Data and analytics are also used to improve the fan experience and to increase fan engagement with a particular sport or team.

Clubs and event organisers use data to create a better experience for fans within an event location (eg, a stadium) by collecting data in relation to ticket sales, spectator movement around the stadium and the purchases made at the stadium, such as merchandise and food and beverages. Not only does this help clubs and sporting event organisers increase sales of products and merchandise, but it also assists in delivering a better, more personalised spectator experience.

Partnerships

Historically, sports rights-holders had limited access to data. Now, the value of data for commercial purposes is rapidly increasing as AI and other technologies advance.

Sports data can be leveraged not just to encourage partners to get on board, but also to inform broadcasting strategies and enhance the value of their offerings.

5.8 Data Protection

The GDPR does not apply to data protection within Australia. In Australia, the primary legislation regulating the collection and use of personal information is the Privacy Act 1988 (Cth) ("Privacy Act"), which applies to certain organisations and government agencies.

Sports data that is 'personal information' (as defined under the Privacy Act) will be subject to the requirements of the Privacy Act, which restricts the way in which that data can be collected, used and disclosed, transferred to and used by other entities.

Following a review of the Privacy Act in 2023 by the Australian government, a number of significant

amendments have been enacted, including a dramatic increase in penalties for serious or repeated privacy breaches, with the maximum civil penalty now the greater of AUD50 million, three times the benefit obtained from the misuse of information, or 30% of the organisation's adjusted turnover. Non-corporate organisations also face fines of up to AUD2.5 million for a breach.

A statutory tort for serious invasion of privacy was also introduced, and the powers of the Office of the Australian Information Commissioner (Australia's privacy regulator) were expanded to provide stronger enforcement powers.

In addition, data may also be regulated by:

- state or territory-based health records legislation, particularly where athlete medical or biometric information is involved;
- workplace surveillance laws applicable to monitoring athletes by clubs or teams; or
- surveillance device laws relating to wearables, trackers, and analytics.

While the GDPR does not apply directly in Australia, Australian sporting organisations that sell merchandise or provide services to individuals in the EU may need to adopt GDPR-style policies to ensure compliance with EU data protection requirements.

6. Dispute Resolution

6.1 Role of National Court Systems

Sporting associations in Australia ordinarily set their own dispute resolution procedures, which are provided for in their governing documents and in their agreements with partners. These procedures are often set out in a dispute resolution clause or policies, which typically provide that the association's internal tribunals (or another form of alternative dispute resolution) must be utilised before parties may take a dispute to court. There is an expectation that parties will follow and exhaust internal dispute resolution processes, as those procedures form part of the contractual framework that the courts would enforce.

By way of example, Motorsport Australia, Australia's motor racing governing body, delegates its power of review and dispute resolution relating to infringements and steward decisions to specialist tribunals and the Australian Motor Sport Appeal Court ("AMSAC"). Motorsport Australia provides specific rules and regulations on how a protest or appeal must be lodged to be heard by AMSAC.

Generally, Australian courts will only get involved in sporting disputes if there has been an allegation that natural justice has been denied, or if there is a contractual dispute to be determined – for example, if an athlete alleges that a club has breached its own rules, as set out in the club's governing documents.

6.2 ADR Mechanisms

Australia's Civil Dispute Resolution Act 2011 (Cth) ("Civil Dispute Resolution Act") aims to ensure that, as far as possible, people take genuine steps to resolve disputes before certain civil proceedings are instituted. The Civil Dispute Resolution Act provides that an applicant who institutes civil proceedings in an eligible Australian court must file a "genuine steps statement" (a statement outlining the steps taken by the applicant to resolve the dispute prior to litigation or the reasons why no such steps were taken) at the time of filing the application.

For the purposes of the Civil Dispute Resolution Act, "genuine steps" include considering whether the dispute could be resolved by a process facilitated by another person, including an alternative dispute resolution process such as mediation.

Alternative dispute resolution processes, including mediation and arbitration, are commonly utilised in the Australian sports industry. For example, early in 2020, one of Australia's largest free-to-air television channels, Channel 7, was in dispute with Cricket Australia in relation to its cricket broadcasting rights. In an effort to resolve the dispute, Channel 7 made an application to the leading Australian arbitration body, the Australian Chamber for International and Commercial Arbitration ("ACICA"), seeking a ruling.

In addition to these alternate dispute resolution pathways, there are sport-specific mechanisms. Notably,

the National Sports Tribunal offers mediation, conciliation, arbitration and appeals arbitration for eligible sports disputes.

6.3 Sanctions, Remedies and Challenges

Sports governing bodies can impose sporting and financial sanctions (including suspensions and monetary penalties) under their own rules and regularly impose financial and other sanctions on athletes or clubs that fail to comply with the rules and associated codes of conduct. In practice, these sanctions are enforced by governing bodies through contractual frameworks that bind clubs, athletes and officials to their rules, such as membership and competition terms and conditions and accreditation requirements. This, in turn, allows for penalties to be imposed, such as disqualifications, suspensions and points deductions.

Parties may challenge decisions made by a sports governing body in certain circumstances, including where the parties did not act unreasonably or acted in such a way that would offend natural justice. In the first instance, these challenges typically go through the sport's own internal appeals tribunal or external bodies such as the National Sports Tribunal. It is not common for Australian courts to intervene in a dispute of this kind, but they may become involved where a party contends that the governing body has breached or failed to follow one of its own rules.

7. Employment Contracts and Rights

7.1 Sports-Related Employment Contracts Employment

The arrangements in place between an athlete and a sporting club or team will determine whether that athlete is an employee and therefore covered by Australia's strict employment law framework.

Given that the express terms of athlete contracts often include promises:

- to play the sport whenever and wherever directed by the club;
- to wear the club uniform;
- to attend training; and

- to follow the instructions of the coach and team managers,

an employer-employee relationship exists in most circumstances.

Salary Caps

Many of the major sporting codes in Australia have implemented salary caps, including the AFL, the National Rugby League (“NRL”) and the Men’s A-League. This means that each club is subject to a limit in respect of the amount they are allowed to spend on athlete contracts.

7.2 Employer/Employee Rights

Most jurisdictions in Australia have implemented a single set of work health and safety laws that are known as the model Work Health and Safety (“WHS”) laws. The main objective of the WHS laws is to provide a framework to secure the health and safety of workers and workplaces, consistent across the states and territories of Australia.

Within those states and territories which have implemented the model WHS laws (currently all jurisdictions in Australia other than Victoria and Western Australia), any “person conducting a business or undertaking” must, so far as is reasonably practicable, ensure the health and safety of:

- workers engaged, or caused to be engaged, by the person; and
- workers whose activities in carrying out work are influenced or directed by the person, while the workers are at work in the business or undertaking.

The duty to ensure the health and safety of workers encompasses both the relationship between sporting clubs and the athletes they employ, and the relationship between governing bodies and the athletes who play in the competitions they manage and oversee.

Governing bodies may also be subject to broader employment-law duties under legislation such as the Fair Work Act 2009 (Cth), including protections against bullying, discrimination and adverse action.

A recent example is that of former volleyball player, Elizabeth Brett, who raised concerns about a culture of fear, punitive practices, lack of coach accountability and inadequate athlete support. These concerns led to an official apology from Volleyball Australia in 2024, acknowledging the inappropriate treatment of players in the past.

7.3 Free Movement of Athletes

The Department of Home Affairs in Australia offers a Temporary Activity Visa, which allows foreign persons to play, coach, instruct or adjudicate for an Australian sports team, or to undertake high-level sports training within a sporting organisation in Australia, for a period of up to two years.

In order to be eligible for a Temporary Activity Visa, applicants must:

- have a sponsor or supporter;
- have a contract and letter of support from a peak sporting body; and
- not work outside of the specified sporting activities.

There are no Australian laws preventing governing bodies in sport from imposing limits on the number of foreign athletes in a competition. However, a league may instead impose such limits within their own regulations, subject to any Visa requirements that may apply.

8. Women’s Sport

8.1 Development and Growth of Women’s Sport

Australia has made significant progress and investment in developing its women’s sporting industry in recent years, which is expected to continue for the foreseeable future.

Notable examples include an AUD5 million investment in 2022 into Basketball Australia to support the delivery of the FIBA Women’s Basketball World Cup and associated legacy programmes. In 2023, on the back of the FIFA Women’s World Cup, the Australian government committed AUD200 million to women’s

sports infrastructure in Australia to fund gear and facilities for female athletes.

Alongside this investment, the women's sport landscape has expanded rapidly through the growth of major professional leagues in the AFL, NRL, A-League, Netball, Cricket and Basketball, many of which have increased team numbers, extended seasons or introduced standalone commercial models. Notably, in recent years, there has been a shift to separate women's media and commercial arrangements from men's games, with crowd attendances, prize money, sponsorship and broadcast deals growing in support of this separation.

While the FIBA Women's Basketball World Cup and, in particular, the FIFA Women's World Cup, have significantly boosted the visibility and popularity of women's sport in Australia, it is fair to say that there remains a considerable gap to bridge in achieving parity with men's sport.

As part of its "Play our Way" programme, the Australian government announced in late 2024 an investment of AUD136 million in sporting grants to be provided across Australia, with a view to helping more than 100,000 women and girls enjoy better facilities at their local clubs. It is intended that projects such as this will help remove barriers to participation in sport for girls and women and, in turn, begin to bridge the gap between men's and women's sport.

Example: Growth of AFLW

The AFL is one of the most (if not the most) popular spectator sports in Australia, and now the Women's AFL ("AFLW") is one of the fastest-growing competitions in women's sport in Australia. The first time that women were represented in AFL was in 2013, with the official AFLW professional competition beginning in 2017. At that time, the AFLW had only eight participating teams. The number of teams grew quickly, with all 18 AFL clubs having AFLW teams by 2023.

8.2 Organisations and Initiatives to Promote Women's Sport

There are a number of organisations in Australia whose purpose is to develop women's sport, including one notable organisation called Women Sport Aus-

tralia. Since its incorporation in 2005, Women Sport Australia has worked with industry stakeholders to provide women and girls with greater opportunities in sport and physical activity. Women Sport Australia ("WSA") has conducted numerous initiatives in recent years, including a "Women in Leadership" workshop to expand access for women seeking coaching and other leadership roles in the sporting industry and a "Women in Sport Mentoring Program".

Government programs and other organisations also play a role in accelerating women's sport. State-based bodies such as Sport and Recreation Victoria and the Office of Sport in New South Wales deliver initiatives such as "Change our Game" (Vic) and "Her Sport Her Way" (NSW), both aimed at boosting participation and growth of women's sport. The Australian Institute of Sport has also expanded pathways for high-performing women and girls across multiple sports, providing targeted funding and development programs to support women's long-term participation in sport.

Examples of Growing Participation

Soccer is one example of a female sport that is continuing to grow in Australia. According to Football Australia's National Participation Report for 2021, there were 174,380 women and girls participating in outdoor soccer, social and registered futsal that year. This represents a growth of over 21% or 30,507 players since 2020. Following the success of Australia's national football team, the Matildas, at the 2023 FIFA Women's World Cup, female participation in soccer and other sports is expected to continue to grow significantly.

Women's cricket has also seen significant growth. Following the success of the Women's Big Bash League (Australia's women's domestic Twenty20 cricket competition) in mid-2024, Cricket Australia announced a ten-year plan to bolster women's cricket in Australia, including increasing financial investment significantly, placing a greater emphasis on grassroots participation, improving infrastructure and introducing a new state-based Twenty20 competition.

Moving from the field to the race track, motorsport has seen significant investment over recent years to boost female participation. Through the FIA Girls on Track

initiative, Motorsport Australia (Australia's motor racing governing body), together with other motorsport organisations and local car clubs, have been providing girls aged 8-22 with more tools and support to get more involved in motorsport, whether that be as drivers, engineers, mechanics, volunteers or in one of the many other roles in the motorsport industry.

9. Esports

9.1 Development and Growth of Esports

The popularity of esports within Australia has steadily grown over the last few years, with sporting organisations, such as Motorsport Australia, creating esports platforms where users can engage in competition, learning and development.

While the esports market in Australia remains relatively small compared to the global market, there is growing infrastructure to support it, including dedicated venues such as Fortress Melbourne (Victoria), the Southern Hemisphere's largest video gaming and entertainment complex, and tournament organisers such as ESL Australia, which have helped create opportunities for participants and attract greater commercial interest.

As the Australian esports market continues to take shape, Australians are utilising the international market. Notably, Anathan "ana" Pham won the International Dota 2 Championships in both 2018 and 2019. Within a mere five years of competition, he won over USD6 million in prize money before his retirement in 2021.

Australia also had success in the Apex Legends Global Series, with the Australian team DarkZero, made up of Rhys "Zero" Perry, Noyan "Genburten" Ozkose and Rick "Sharky" Wirth, ultimately winning the 2021-22 competition and taking home AUD500,000 for their efforts.

9.2 Key Trends and Notable Deals in Esports

Esports in Australia continues to grow, with dedicated gaming venues, partnerships between esports organisations and tournament operators such as ESL Australia. Recent developments include expanded sponsorship deals, such as ESL Australia's renewed partnership with Dare Iced Coffee as the official non-

alcoholic beverage partner of the ESL ANZ Championships, and the League of Legends Circuit Oceania, featuring brand integration throughout competitive broadcasts and fan engagement activities.

Broadcast and streaming arrangements have also expanded – in 2025, Seven Network secured the rights to the 2025 Esports World Cup in Australia, where the most popular games in the tournament are exclusively broadcast on free-to-air via the network's app.

10. NFTs, AI and the Metaverse

10.1 Non-Fungible Tokens (NFTs)

Notable Usage of NFTs in Australia's Sports Industry

In 2022, following the success of the US National Basketball Association in the NFT market, selling basketball's greatest "moments" as NFTs called "NBA Top Shots", Cricket Australia in conjunction with the Australian Cricketers Association signed a multi-year official licensing deal with Rario and BlockTrust regarding the creation of an online platform for the trading and sales of NFTs, in particular "digital memorabilia."

2022 also saw the launch of the "AO Artball" NFT collection by Tennis Australia. Tennis Australia continued with the NFTs before dropping them prior to the 2025 Australian Open, following a significant 90% decline in their value.

The Australian Football League also launched the AFL Mint in 2022, which sells exclusive AFL NFTs showcasing iconic "moments, highlights and champion players" in AFL history. The AFL Mint continues to sell NFTs, including incorporating an online marketplace on its platform where fans can sell or trade their own NFTs.

More broadly, the Australian NFT market has shifted from speculative trading toward utility-based digital assets, with organisations beginning to explore NFTs as fan engagement tools, membership benefits and access to exclusive content, rather than using them only as collectables.

Risks in NFTs in the Sports Industry in Australia

The NFT market in the Australian sports industry has somewhat cooled off in recent years. During what is arguably the peak years of NFT popularity, in 2021 and 2022, sports fans were scrambling to secure an NFT of their favourite sports team's memorabilia in the hope that the NFT would increase in value. However, the sports industry has gone a little quiet on the NFT front, perhaps given the uncertainty around the value of NFTs, which is not as strong as other digital assets or currencies. NFTs also carry risks associated with consumer protection, IP rights and reputational damage, particularly when NFTs lose value or are discontinued.

10.2 AI

The regulatory framework for artificial intelligence ("AI") in Australia is generally still in a developmental stage, with some state governments conducting inquiries into the use of AI. For example, the New South Wales government conducted an inquiry between June 2023 and October 2024. Australia is yet to implement specific AI legislation; however, existing laws, such as the Privacy Act, the Australian Consumer Laws and specific surveillance laws, continue to apply to the use of AI in sport.

In Australian sport, organisations are utilising AI to optimise performance. By way of example, many AFL clubs are utilising AI technology to provide statistical analysis for their team's performance. They are also using it to provide summaries of opposition teams' vulnerabilities, strengths and weaknesses in order to prepare for games.

AI is also revolutionising the approach to managing Anterior Cruciate Ligament ("ACL") injuries. ACL injuries have become increasingly prominent and impact athletes across all sports and levels and AI mechanisms have been a key technological innovation component of orthopaedic surgery. AI-based technologies are being used in a wide variety of applications, including:

- image interpretation;
- automated chart review;
- assistance during physical examination via optical tracking with infrared cameras or electromagnetic sensors;

- predictive model generation; and
- optimisation of postoperative care and rehabilitation.

Organisations are also increasingly using AI to measure fan engagement, personalise content delivery, optimise ticketing and deliver enhanced analytics to commercial partners. These uses of AI are not without risk, as they may give rise to privacy concerns, algorithmic bias, cybersecurity vulnerabilities and integrity issues.

As AI progresses, its integration into various facets of the sports industry is anticipated to expand, potentially influencing job roles in areas where AI proves to be more efficient. This trend of AI impacting employment is not confined solely to the sports sector.

10.3 The Metaverse

The metaverse is revolutionising the sports experience for fans, taking them beyond watching sports on a screen or in a stadium, to immersing them as active participants in digital and interactive environments.

The concept of the metaverse is still somewhat new to the Australian sports landscape. In 2023, the Australian Open introduced the metaverse experience to tennis fans, expanding that offering in 2024 to include the ability for Roblox users to compete in virtual tennis-themed games to win prizes.

Off the court, many sports are utilising virtual fan zones, VR training environments and digital stadiums to engage with fans and train athletes in more ways.

As the use of AI and technology continues to grow within the Australian sports industry, it is likely that more sports will begin to offer more opportunities for engagement with fans through the metaverse.

However, challenges will continue to arise for sports attempting to enter the metaverse. The lack of a regulatory framework in this space will pose a significant risk to users and organisations that engage with the metaverse. The risk of cyberattacks, adverse impacts on the mental health of users, the risk to child safety online and exposure to fraudulent activity may increase if appropriate protections are not put in place.

Trends and Developments

Contributed by:

Sven Burchartz and Jessica Bell

Kalus Kenny Intalex

Kalus Kenny Intalex is a progressive, commercially oriented firm, specialising in sport, property, commercial and dispute resolution. The firm shares its clients' successes by becoming a true strategic partner in their pursuits and always seeks to deliver more value by offering business outcomes in addition to legal advice. Kalus Kenny Intalex's personal and proactive approach, combined with a straightforward nature, makes it a different kind of law firm. The sports law team understands that, like sport itself, the business

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The past year has marked many developments in the realm of Australian sport. The industry continues to navigate a complex array of legal regulations regarding emerging technologies, player welfare, public scrutiny and the commercialisation of public image and likeness.

Fresh controversy was sparked by the use of wearable fitness trackers at the 2026 Australian Open, evoking concerns about inconsistent governance and ramifications for commercial arrangements. New, world-leading age restrictions on social media use for Australians under the age of 16 have resulted in undesirable consequences for child athletes, associated organisations and sponsors. Rugby Australia has also embarked on a partnership with an AI-powered protection service that quarantines harmful comments across all levels of the sport.

In the age of AI, where impersonation is as simple as a click of a button, athletes must be as careful as ever in protecting their image, name and likeness, while sports organisations remain wary of existing advertising codes to maintain the integrity of broadcasts.

Additional highlights include greater scrutiny with respect to the use of dynamic and inconsistent ticket pricing, as well as increased reliance on technological advancements in officiating scoring outcomes. And finally, concussion-related injuries continue to plague player welfare, with potential solutions emerging in new technologies.

Evolving Technology: Wearable Trackers

The 2026 Australian Open shed a spotlight on the relationship between wearable fitness trackers (known as

“wearables”) and professional sports. A controversy emerged when big names such as Carlos Alcaraz, Aryna Sabalenka and Jannik Sinner were told to remove their WHOOP devices at various stages of the Grand Slam. Following these events, the WHOOP company distributed undergarments specially designed to conceal their devices during play. These undergarments were delivered directly to players mid-tournament. The WHOOP company produces screenless, wearable sensors designed to track biometric data and motion during training, competition and recovery. All data is stored locally on the device and periodically synced via Bluetooth with a connected mobile app. The device itself has no interface and offers minimal interaction capacity. WHOOP devices can measure various biometric data, including:

- heart rate;
- sleep stages;
- performance;
- recovery;
- skin temperature; and
- blood pressure.

WHOOP devices became an international phenomenon following Cristiano Ronaldo’s endorsement, who posted his biometric data during the Euro 2024 football tournament. WHOOP has also recently entered into a partnership with the Brisbane Lions Australian Football League (“AFL”) Club as an official supply partner to the women’s program, as of August 2025. The Lions noted that use of WHOOP data is particularly beneficial to performance staff in:

- fine-tuning recovery;
- managing training loads; and

- optimising performance during games.

As for tennis, some WHOOP devices are listed as an approved device by the International Tennis Federation. Despite this, grand slams seem to be playing by their own rules: Tennis Australia and the All England Tennis Club (host of Wimbledon) both noted that wearables are not permitted, yet also announced that the position may change and discussions to this effect are ongoing. This governance conflict raises concerns about regulatory appeals and whether players or companies should seek clarity or alignment. Until the grand slams clarify their position on the devices, this inconsistency will continue to elicit backlash, labeling the prohibition as an arbitrary restraint on players' ability to track health and recovery.

As to why the devices are problematic, they appear to raise concerns due to their capacity to transmit data in real time, which may constitute a violation of coaching rules. This is evident in the International Tennis Federation's stipulation that devices are permitted only if certain functions are disabled during play, including the strain target and strength trainer functions, due to the risk of haptic feedback being instantly received by the player or their team in violation of coaching rules. It is also speculated that the use of WHOOP devices may give elite players a competitive advantage in terms of financial strength. Aryna Sabalenka, for instance, has partnered with WHOOP. It follows that situations such as forcing the removal of a sponsored device could entail loss of exposure value, which in turn may trigger commercial disputes regarding brand exposure guarantees. An additional concern arises regarding privacy laws, namely, potential issues related to data ownership and its commercialisation. For example, legal ramifications may arise if a tournament mandates that biometric data be shared with organisers or other third parties.

What's in a Name: Navigating Brand Image in Australia

Brand protection has long been a central concern in the protection of athletes, sponsors and sporting organisations. For athletes in particular, the conversation regarding the commerciality of their image, name and likeness continued in 2025. Accelerating these conversations was the development of Artificial Intel-

ligence ("AI"), which enables a person to be easily impersonated, making their reputation and goodwill more easily exploited or damaged.

In Australia, the absence of true proprietary image rights requires athletes to resort to alternative measures for protection, including trade mark law, copyright law, the tort of passing off (specifically with respect to an affiliation or endorsement) and the Australian Consumer Law to the extent of any use of an image that may constitute a misleading or deceptive representation. Although an athlete may rely on these protections reactively, certain common law measures can be difficult to establish and are typically fact-sensitive.

In practice, it is more efficient to adopt a proactive approach, with athletes typically entering into agreements that grant a non-exclusive licence to use and exploit their image. However, these arrangements can be complex, as all relevant agreements must be properly established, including addressing issues such as exclusivity, taxation and applicable salary cap restrictions. Athletes should therefore remain prudent when selecting commercial partners, seeking alignment with their values and image, while avoiding over-commercialisation that may dilute their market value.

An extension of this issue, as it relates to sporting organisations and broadcasters, is that sponsorship arrangements must remain consistent with existing Australian restrictions on marketing in professional sports. These are typically imposed by the Australian Communications and Media Authority ("ACMA") and other industry-specific advertising codes, including the Alcoholic Beverages Advertising Code ("ABAC"). For example, gambling and alcohol advertisements may only be broadcast at certain times of day. Alternatively, the advertising of certain industries (such as tobacco) is completely prohibited in Australia due to various ethical and public health considerations. Consequently, the Australian sports world continues to navigate an intricate framework of rules and codes with respect to advertising to ensure that sports broadcasts uphold ethical standards and maintain integrity.

Sports and Social Media: A Love-Hate Relationship

In 2025, world-leading legislation was introduced mandating that major social media platforms take reasonable steps to prevent Australians under 16 from holding accounts on their services. While the Online Safety Amendment (Social Media Minimum Age) Act 2024 and the Online Safety (Age-Restricted Social Media Platforms) Rules 2025 were introduced as protective measures, questions have emerged regarding their unintended consequences for young athletes and associated stakeholders. Platforms subject to the new age restrictions (including Instagram, TikTok and X) face significant penalties where reasonable steps are not taken to identify and deactivate accounts used by children under 16.

At an individual level, concerns have been raised about the impact on young athletes accustomed to using social media as a means of connection, particularly when they travel or relocate for training or competition. There is also growing discussion around the loss of familiar avenues for leisure and stress relief during demanding periods such as drafting and competition seasons.

Similar questions arise for sporting organisations, given the longstanding reliance on social media as a primary communication tool. Social media has traditionally been used to share schedules, travel arrangements, competition results, highlights and organisational updates. The most significant area of uncertainty, however, relates to commercial arrangements. There are no exemptions for professional or commercial use under the regime, meaning that sponsorship obligations requiring social media promotion may become difficult or impossible to fulfil. This is compounded by the fact that parents, guardians, coaches or agents are not permitted to manage accounts on behalf of under-16 athletes on restricted platforms. These issues raise the possibility of contractual disruption, including frustration and may undermine the commercial viability of young Australian athletes who can no longer offer exposure on restricted platforms. Additional concern has been expressed for athletes who rely on social media income to fund participation in what is often a costly sporting pathway.

Alongside these developments, 2025 also saw renewed attention on social media harm through Rugby Australia's partnership with Social Connect, an AI-powered social media protection service. Social Connect identifies and removes harmful, offensive and abusive comments in real time, while quarantining content in a secure portal accessible by Rugby Australia, where further action may be required under codes of conduct or criminal law. The program has been made available across all levels of the sport and has already been adopted by state member unions, including Rugby Victoria and the New South Wales Rugby Union.

This partnership has been viewed as a potential shift in how Australian sporting organisations respond to cyberbullying and online abuse. The issue remains prominent across elite sport, with AFL players, in particular, frequently subjected to anonymous and harmful commentary. During the 2025 AFL season, several players publicly raised concerns about online abuse, including Brisbane Lions captain Lachie Neale, who described receiving "horrific" and "appalling" comments and Port Adelaide player Willie Rioli, who deactivated his social media accounts following racial abuse. Against this backdrop, there is growing discussion as to whether broader adoption of similar protective measures across sporting leagues may enhance player well-being and reduce the personal and professional toll of online abuse.

Looking ahead, it will be particularly interesting to observe how these social media restrictions continue to develop and operate in practice. While Australia has taken a world-leading position, similar regulatory approaches are beginning to be considered internationally, raising broader questions about how youth protection, commercial interests and athlete wellbeing can be balanced in an increasingly digital sporting environment. The way these issues unfold, both domestically and abroad, is likely to shape the future relationship between sport and social media for years to come.

Beyond the Ballpark: Dynamic Pricing in Australian Sports Leagues

The AFL was subject to increased scrutiny throughout the 2025 season regarding its ongoing use of dynamic

pricing, which led to significant price variations across states. The AFL Fans Association called for the league to standardise ticket pricing across all venues nationwide. Dynamic pricing, introduced in 2016, allows clubs to adjust ticket prices based on demand. However, its application during the 2025 season attracted criticism, where price increases occurred irrespective of demand.

In contrast, Victorian ticket prices largely remained at more affordable levels, as the AFL's ownership of Marvel Stadium in Docklands supported a commercial arrangement with the MCG and its home clubs to freeze general admission prices within the AUD20–30 range. The issue also attracted broader attention as the federal government considered feedback on proposals to ban dynamic pricing, as well as hidden fees and excessive data collection during ticket purchases.

Similar pricing dynamics were observed in tennis during the 2026 Australian Open, where ticket prices varied substantially depending on demand, session type and tournament round. More affordable tickets were generally available during early-round day sessions, with prices ranging from approximately AUD101 to AUD674. As the tournament progressed and higher-profile matches emerged, increased demand and reduced supply coincided with significant price escalation, with men's night final tickets reportedly ranging from around AUD1,000 to as much as AUD10,000.

In a comparable context, the Australian Grand Prix also attracted attention in relation to the expanding use of dynamic pricing. A four-day adult general admission ticket has increased from approximately AUD300 in 2025 to AUD385 in 2026. While this approach reflected the growing popularity of Formula One in Australia, these developments have contributed to ongoing concerns regarding the affordability and increasing commercialisation of major sporting events.

In or Out: Umpiring, Scoring and Decision-Review Technology

The use of technology in officiating and scoring has expanded significantly across Australian sports in recent years. Many mainstream sports now rely on automated and video-assisted systems to improve accuracy, consistency and confidence in decision-

making. A notable example of this shift can be seen at the Australian Open, where all matches utilise electronic line judging, departing from the traditional use of human line judges, which will still feature at the 2026 French Open. The system tracks the ball in real time and makes instantaneous calls as to whether it has landed “in” or “out”. This has ushered in a new era in which technology effectively assumes the role of the chair umpire, raising questions about the eventual abolition of player appeals, while also promoting a faster pace of play and greater consistency and certainty in officiating.

In contrast, the AFL has continued to invest in technology to improve the accuracy of goal-line decisions. In recent seasons, the AFL's ARC (AFL Review Centre) has operated as an off-site review hub, providing high-resolution vision of potential scoring incidents in real time. The ARC utilises ultra-motion cameras capturing more than 300 frames per second, allowing the flight and deviation of the ball to be analysed with advanced precision and enabling officials to determine more accurately whether a score should be recorded as a goal or a behind. The AFL has also explored expanding its goal review system, including discussions with the National Football League in the United States about using AI to further enhance decision-making. These developments reflect the AFL's ongoing efforts to balance technological innovation with officiating integrity.

Similar trends can be observed across other Australian sports. Cricket Australia continues to rely on the Decision Review System (“DRS”) for adjudicating dismissals, using ball-tracking and edge-detection technology to assist umpires, while the National Rugby League's (“NRL”) Bunker plays a central role in reviewing try-scoring and foul-play incidents. Even in sports such as swimming and athletics, automated timing and touch-pad systems have long replaced manual officiating for results and placings, reinforcing technology's growing authority in determining competitive outcomes.

Taken together, these developments illustrate a broader shift towards technology-led officiating across Australian sport. While such systems promise greater

accuracy and consistency, they also raise ongoing questions about:

- the role of human judgment;
- the scope of review rights; and
- the extent to which technology should ultimately control the outcome of sporting contests.

If in Doubt, Sit Them Out: Emerging Initiatives to Protect Against Concussion-Related Injury

Concussions remain a prominent issue, shaping policy, player welfare obligations and broader organisational governance, particularly in the AFL and NRL.

The AFL's concussion management protocol mandates immediate removal for suspected concussions and a minimum 12-day return-to-play protocol, whilst the NRL imposes an 11-day stand-down period following a diagnosed concussion.

The adequacy of the AFL's concussion protocols and player safety measures has been the subject of sustained scrutiny, particularly in light of the Supreme Court class action led by former AFL premiership player Max Rooke. The proceeding, which seeks compensation for alleged damages suffered by players who competed between 1985 and March 2023, alleges Rooke suffered permanent, life-altering injuries as a result of concussion-related injuries and due to the AFL's negligence.

The case has progressed slowly, with the Supreme Court in late 2025 considering issues such as the scope of eligible group members and the management of overlapping claims involving multiple former players, and with the parties still actively engaged in case management as the proceeding continues.

In consonance with the rising concussion concerns plaguing Australian sport, organisations have also attempted to implement technology to help curb the issue affecting over 100,000 participants nationwide. Emerging technology providers, such as HITIQ, have sought to mitigate and address the risk by providing advanced concussion management systems, including instrumented mouthguards capable of detecting head impacts in real time. These systems are designed to support early identification of concussive events,

including those that may otherwise go unnoticed, thereby enabling informed medical decision-making and reducing the likelihood of athletes sustaining long-term neurological harm.

These developments illustrate that concussion management remains a dynamic and evolving area of policy and practice across sport. While improved protocols and technology hold promise for enhancing player safety, ongoing litigation and debate highlight the ongoing challenges of balancing competitive participation with long-term health and welfare outcomes.

Conclusion

2025 and the beginning of 2026 highlighted just how dynamic and multifaceted the Australian sporting landscape has become. From technology to welfare, commerciality to governance, each development illustrates the ongoing tension between innovation, regulation and the practical realities of competition. Wearable fitness trackers at the 2026 Australian Open sparked debate around:

- consistency in rules;
- commercial arrangements; and
- role of data in elite performance.

The new social media age restrictions for under 16 athletes have revealed the unintended consequences of protective legislation, challenging both young athletes and sporting organisations in how they communicate and maintain sponsorship obligations, while initiatives such as Rugby Australia's Social Connect partnership demonstrate a proactive response to cyberbullying and online harm.

Concerns around dynamic pricing have drawn scrutiny, with the AFL, tennis and the Australian Grand Prix revealing the difficulties in balancing affordability, commercialisation and market demand. Meanwhile, the increasing reliance on technology for officiating and scoring, from electronic line judges in tennis to the AFL Review Centre and DRS in cricket, reflects a broader shift toward accuracy and consistency, while raising questions about the role of human judgment and review rights.

Finally, concussion-related injuries remain a persistent challenge, with evolving protocols, litigation such as the Max Rooke class action and emerging technologies such as instrumented mouthguards underscoring the ongoing need to safeguard player welfare.

Australian sport is reaching a crossroad, navigating the intersection of technology, regulation, commercial interests and player wellbeing. How these issues unfold will not only shape governance and policy domestically but also influence the global standing and integrity of Australian sport in the years to come.



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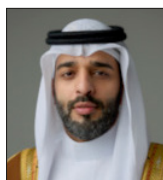
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1. Athlete Conduct, Integrity and Enforcement

1.1 Anti-Doping Regimes

Criminal Law Interface

Doping in Bahrain is treated primarily as a sports disciplinary matter under the Bahraini Anti-Doping Regulations in Sports (Decision No (6) of 2022). Anti-doping rule violations lead to sporting sanctions such as provisional suspension, disqualification of results and periods of ineligibility, rather than standalone criminal liability.

Criminal exposure may arise where the relevant prohibited substance is also classified as a narcotic or controlled psychoactive substance under Bahrain's criminal legislation. By way of example, cocaine use/possession would be handled as a criminal offence, in parallel with anti-doping proceedings. The disciplinary and criminal tracks are distinct and may proceed independently.

National Anti-Doping Organisation and WADA Code

Bahrain's National Anti-Doping Organisation (BNADO) is responsible for protecting sports integrity and athlete welfare through education, in-competition and out-of-competition testing, results management, investigations and disciplinary processes. The World Anti-Doping Agency (WADA) Code and International Standards are implemented through incorporation into the national framework, enabling alignment with updates without the need for a separate domestic instrument for each amendment, subject to due process safeguards.

Sanctions are applied across sports via the national anti-doping framework in co-ordination with federations and leagues. Testing is generally randomised and risk-based in and out of competition. Football stakeholders have publicly discussed expanding routine match-related testing; if implemented, this would strengthen deterrence and consistency across competitions.

1.2 Misconduct and Match-Fixing

Criminal Law Framework

Bahrain does not have a dedicated "match-fixing" statute. Integrity misconduct is addressed through general criminal provisions where the facts meet the elements of offences such as bribery, fraud, cheating or breach of trust under the Penal Code, alongside the criminalisation of gambling which is commonly associated with manipulation risks.

Sports Governance and Disciplinary Rules

Sports federations and national bodies regulate integrity through disciplinary and ethics rules prohibiting match-fixing, attempts to influence participants or officials, and the offering or receipt of improper benefits. Sanctions may include lengthy suspensions or lifetime bans, applied irrespective of whether criminal proceedings are pursued.

Prevention and Detection Measures

In practice, integrity work is supported by education and awareness programmes, internal reporting channels, and governance measures aimed at transparency and accountability within clubs and federations. Enforcement typically begins with internal investigations by ethics/disciplinary committees, with referral to competent authorities where conduct may constitute a criminal offence.

Publicly reported judicial decisions on match-fixing in Bahrain are limited. Most cases are handled within the sports disciplinary system and are not routinely published in the manner of court judgments.

1.3 Betting-Related Offences

Legal Status of Betting

Betting and gambling, including sports betting, are prohibited in Bahrain under the Penal Code. There is no licensing framework for sports betting and, as a result, betting is treated as an absolute prohibition rather than as a regulated commercial activity.

Sports Rules and Disciplinary Exposure

Sports governing bodies and federations prohibit betting-related involvement by athletes, officials, coaches, referees and others capable of influencing outcomes. Breaches are treated as integrity violations and may result in disciplinary sanctions up to sus-

pension or permanent exclusion, separate from any criminal exposure under national law.

Information Sharing and Integrity Protection

As there is no lawful domestic betting industry, Bahrain's sports organisations do not typically engage in integrity information-sharing arrangements with licensed betting operators. Integrity protection relies on internal monitoring, reporting and education, together with institutional co-ordination within the national sports ecosystem.

Noteworthy Cases

There are limited publicly disclosed Bahraini cases involving formal sanctions for sports betting offences, which is consistent with the absence of a legal betting market. Offshore online betting remains a practical risk factor and reinforces the importance of awareness and monitoring.

1.4 Disciplinary Framework

Overall Approach

Disciplinary procedures for doping, integrity and betting violations are primarily administered through sports regulations and federation statutes, operating alongside (but separate from) general criminal law where relevant.

Doping proceedings

Doping matters are managed under Decision No (6) of 2022 and administered by BNADO in line with the World Anti-Doping Code process. Typical steps include sample collection (in and out of competition), results management, notification, the right to request B-sample analysis, and the opportunity to submit explanations and evidence. Decisions are issued by the competent anti-doping disciplinary body, with appeal routes available internally and, where applicable, onward to the Court of Arbitration for Sport.

Integrity and betting proceedings

Integrity and betting-related matters are generally initiated by the relevant federation following a complaint or detection of suspicious conduct. The federation's disciplinary or ethics bodies investigate, provide the accused with an opportunity to be heard, and impose sanctions where violations are established. Referral to state authorities may follow where conduct potentially

constitutes a criminal offence, including gambling-related offences.

Procedural safeguards

Across categories, decision-making is expected to observe basic fairness standards, including notice of allegations, the right to present a defence and a structured appeal mechanism.

2. Commercial Rights

2.1 Sports-Related Rights

Scope of Commercial Rights

Beyond sponsorship and broadcasting, Bahraini sports entities typically commercialise rights through general contract principles and internal federation rules, rather than a dedicated sports commercial-rights statute. The scale of the local market influences both the sophistication and revenue potential of these rights.

Merchandising

Clubs and federations exploit merchandising through ownership of names, logos and trade marks. Commercialisation is commonly structured through licensing arrangements with manufacturers and retailers, supported by trade mark and copyright protection and enforcement against unauthorised use.

Hospitality

Corporate hospitality exists but is generally limited to major events and special tournaments. It is usually arranged through straightforward contractual packages rather than a highly standardised, large-volume hospitality market.

Ticketing and secondary sales

Ticketing is typically managed by event organisers under internal conditions of entry. Many events are free or priced at nominal levels to encourage attendance, meaning ticket revenue is not consistently treated as a major commercial stream. A formal secondary ticket market is not regulated or formally recognised; organisers may restrict resale through ticket terms. Fraudulent resale or deception is generally addressed through applicable general criminal and civil law remedies.

2.2 Sponsorship Terms

How Sponsors Use Sport

In Bahrain, sponsorship is often used to build brand association with clubs, national teams and community-facing events, rather than to generate large-scale direct sales. Typical activation includes kit branding, venue signage, event naming, digital campaigns and community programmes, with increasing emphasis on social and digital reach.

How Rights-Holders Attract Sponsors

Rights-holders focus on packaged visibility (broadcast and digital exposure), reputational alignment, community impact and access to fan engagement channels. Proposals are usually tailored to the event or entity, reflecting market size and audience profile.

Key Terms in Sponsorship Agreements

Sponsorship contracts are generally bespoke and governed by civil and commercial principles. Core terms commonly include:

- scope of rights (logo use, naming, advertising inventory and promotional appearances);
- duration, territory and exclusivity (where relevant);
- financial consideration and in-kind support;
- brand guidelines and approval processes;
- intellectual property protections and restrictions on unauthorised use;
- data and privacy compliance (where any data access is contemplated);
- morality/reputational clauses and termination for breach; and
- governing law and dispute resolution mechanisms.

2.3 Broadcasting Rights

Local sports broadcasting in Bahrain is influenced by a relatively modest domestic audience and limited subscription-driven economics. Revenues are typically linked to advertising, sponsorship integration and broader platform value, rather than the high-fee exclusive subscriptions common in major markets.

Packaging by Rights-Holders

Rights-holders (clubs, federations and organisers) do not commonly conduct multi-season competitive tender processes for local rights. Where exclusivity exists, it is often used to ensure consistent coverage

and accessibility rather than to maximise fees, and commercial monetisation remains comparatively limited.

Venue Access and Licensing

Broadcasters and media crews usually require accreditation and venue access permissions from organisers, co-ordinated with the relevant authorities. These permissions define filming locations, technical requirements and conduct conditions, and operate as licences to access and capture the event.

Intellectual Property in Broadcasts

The underlying event rights remain with the rights-holder, while broadcast content and related production elements are typically dealt with contractually. Agreements usually address permitted uses (live, highlights, archival), platform distribution, anti-piracy measures and any restrictions on onward exploitation.

3. Sports Events

3.1 Proprietary Rights and Event Management

Ownership and Control of Events

Sports events in Bahrain are generally organised by federations, clubs and event promoters under their internal statutes and authorisations, rather than under a standalone “event law”. Rights and responsibilities are therefore allocated through a combination of organisational rules, venue agreements and commercial contracts.

Event commercialisation

Event organisers typically control branding, ticketing, merchandising at venues, media access and commercial activations, subject to applicable intellectual property rules, public order requirements and any approvals imposed by competent authorities.

Operational agreements and risk allocation

Key event agreements commonly cover venue hire, security and stewarding, crowd management, insurance, vendor licensing, and media accreditation. Responsibilities are usually allocated by contract to manage operational and reputational risk, especially for higher-profile tournaments or international fixtures.

Disputes and Enforcement

Event-related disputes are generally handled through contractual remedies, federation mechanisms and, where relevant, local courts. Practical enforcement often focuses on managing unauthorised commercial activity (eg, counterfeit merchandise) and ensuring compliance with organiser conditions of entry and venue policies.

3.2 Duty of Care and Liability

Bahraini sports bodies and organisers are expected to take reasonable measures to protect participant and spectator safety, drawing on general civil law principles, contractual obligations and event regulations. Duty-of-care issues typically arise in the context of facilities, medical readiness, safeguarding and risk management.

Liability may arise where injury or loss is linked to negligence, inadequate supervision, unsafe premises or defective equipment. The legal analysis commonly turns on foreseeability, the standard of care expected in the circumstances, and the extent to which risk was assumed as an inherent part of sport.

Risk Mitigation

Organisers and federations commonly mitigate risk through:

- medical protocols and emergency response planning;
- venue safety standards and crowd-control measures;
- participant eligibility checks and protective equipment rules;
- insurance arrangements; and
- waivers and contractual terms (to the extent enforceable).

Claims and Dispute Routes

Claims may be pursued through civil courts, while disciplinary and regulatory issues are often addressed through federation processes. Where the facts suggest criminal negligence or public safety breaches, the competent authorities may also be engaged.

4. Corporate Structures

4.1 Legal Forms of Sporting Bodies

Sports bodies in Bahrain may operate through different legal forms depending on their role and function, including clubs, federations and entities established or recognised within the national sports governance framework. Many operate under internal statutes approved by competent sports authorities, alongside general legal requirements applicable to associations and organisations.

National federations generally function as the recognised governing bodies for their respective sports, setting competition rules, disciplinary frameworks and athlete eligibility standards. Clubs typically operate as membership-based entities or organisational structures aligned with national governance requirements.

Commercial Activity

Where sports entities engage in commercial activities (eg, sponsorship, merchandising or event promotion), these activities are usually structured through contracts and, where needed, through corporate or commercial vehicles to manage revenue, liability and compliance.

Practical Considerations

Key considerations include governance structure, funding sources, the ability to contract, and exposure to regulatory oversight (including sport-specific and general law obligations).

4.2 Corporate Governance Codes

Bahrain does not operate a single, mandatory sports corporate governance code equivalent to those used in major league systems. Governance standards for sports bodies are instead shaped by internal statutes, federation regulations and general principles of sound administration.

Core Governance Themes

In practice, governance expectations typically address:

- clear allocation of powers between boards, executives and committees;
- financial controls and transparent budgeting;

- conflicts of interest management;
- disciplinary independence and procedural fairness; and
- compliance with national and international federation requirements.

Improving Governance

Sports bodies often adopt policies on ethics, integrity, procurement and safeguarding, particularly where public funding is involved or where international federations impose compliance frameworks. Governance is therefore a blend of local organisational rules and international sport-specific requirements.

4.3 Sport Funding

Sports in Bahrain are supported through a combination of public support mechanisms, sponsorship, event revenues and federation/club income streams. Given market size, commercial revenues may be more limited than in larger jurisdictions, increasing reliance on structured public support and strategic sponsorship.

Allocation and Oversight

Funding arrangements often require compliance with governance and reporting requirements set by the relevant authorities and sports bodies. Internal budgeting, audit controls and procurement procedures are key features for maintaining transparency and accountability.

Commercial Diversification

Clubs and federations increasingly seek to diversify income through sponsorship packages, content and media exposure, merchandising (where viable) and participation in regional or international competitions. The pace of diversification often depends on audience reach, digital engagement and the ability to deliver measurable sponsor value.

5. Intellectual Property, Data and Data Protection

5.1 Trade Marks

Trade marks are central to sports commercialisation in Bahrain, protecting club and federation names, logos, event brands and merchandise identifiers. Registra-

tion is typically the primary means of securing protection and enabling enforcement against counterfeit goods and unauthorised branding.

Enforcement in the Sports Context

Rights-holders commonly enforce trade marks through administrative and civil measures, and may also rely on criminal provisions where counterfeiting or fraud elements are engaged. Practical enforcement often targets:

- counterfeit merchandise;
- unauthorised use of logos in promotions; and
- misleading affiliation claims by third parties.

Commercial Use

Trade marks are monetised through licensing agreements for merchandise, sponsorship and event activations. Agreements usually include brand-use guidelines, quality control provisions and termination rights for misuse.

5.2 Copyright/Database Rights Copyright in Sport

Copyright may protect creative works connected to sport, including promotional materials, photographs, video content, broadcasts (as a production), and certain event-related creative outputs. Protection generally arises automatically, with contractual terms allocating ownership and permitted use.

Database Rights and Compilations

Where sports entities compile data sets (eg, statistics, athlete records or historical results), protection may depend on the structure and originality of the compilation and the contractual control of access and reuse. Practical control is often achieved via terms of use and licensing rather than litigation.

Commercial Arrangements

Rights-holders typically manage exploitation through media and production agreements, sponsorship content licences and digital platform policies. These agreements address ownership, permitted uses, territorial scope, and take-down or anti-piracy co-operation where relevant.

5.3 Recognising Personality/Image Rights

Bahrain does not generally recognise a standalone, codified “image right” in the same manner as certain other jurisdictions. Protection is typically achieved through a combination of contractual arrangements, intellectual property tools, and general legal protections relating to privacy, reputation and unlawful exploitation.

Practical Use in Sport

Images and likenesses of athletes are commonly commercialised through sponsorship and endorsement agreements. Clubs and organisers often secure rights to use athlete images for promotional purposes through participation agreements, team rules and media policies, subject to any applicable restrictions.

Disputes

Disputes in this area are commonly framed as breaches of contract, misuse of intellectual property, unfair competition or infringements of personal rights, depending on the facts and the nature of the unauthorised use.

5.4 Protecting Personality/Image Rights

Contractual Protection

Since image rights are largely managed through contracts, carefully drafted clauses are central. Typical provisions address the scope of permitted use, channels (broadcast, digital, social), territory, duration, and approval processes, together with restrictions on sensitive or conflicting endorsements.

Legal Tools

Rights-holders also rely on trade mark registrations (eg, names or stylised signatures), copyright in commissioned content, and general civil remedies to address unauthorised exploitation, misrepresentation or reputational harm.

Enforcement Practice

In practical terms, enforcement may include cease-and-desist notices, platform take-down requests, and civil claims where commercial damage can be demonstrated. Remedies are often negotiated, given the reputational sensitivities common in sport.

5.5 Licensing

Licensing is a core mechanism for monetising sports intellectual property in Bahrain. Licences may cover trade marks, broadcast footage, photographs, event branding, and athlete-related promotional content.

Key Terms

Sports IP licences typically address:

- scope of rights and permitted uses;
- territory, duration and exclusivity;
- quality control and brand guidelines;
- royalty structures or fixed fees;
- approval rights and content standards; and
- termination and enforcement mechanisms.

Regulatory Considerations

Licensing arrangements must also reflect any federation rules on sponsor categories, conflicts of interest and competition integrity, together with general compliance obligations (including consumer and advertising standards).

5.6 Assignment of IP Rights

Ownership of sports-related IP often depends on who created the relevant work and the contractual framework governing production or employment. Federations, clubs, athletes and third-party producers may each hold rights depending on the asset (brand, content, data or creative materials).

Assignment Practice

Assignments are commonly used where rights-holders require full control of commissioned content (eg, event footage, promotional campaigns or digital assets). Agreements typically include:

- a clear description of the rights assigned;
- warranties on originality and non-infringement;
- moral rights handling where relevant; and
- further assurances and co-operation for registrations or enforcement.

Risk Management

Given the multi-party nature of sports content, careful chain-of-title documentation is important, particularly for commercial exploitation and cross-border distribution.

5.7 Data in Sport

Sports data in Bahrain includes athlete performance metrics, medical and biometric data, competition statistics, ticketing and fan engagement data, and integrity-related information. The commercial value of data varies by sport and by the sophistication of the relevant digital platforms.

Commercial Use

Data may be used for performance optimisation, fan engagement and sponsorship activation. In Bahrain, large-scale monetisation of fan data is generally more limited than in major markets, but targeted digital activations and content strategies are increasingly relevant.

Governance and Access

Access and sharing are typically managed contractually and through internal policies, including restrictions on third-party use, confidentiality obligations and security controls. Where data relates to integrity or disciplinary matters, access is often restricted to protect investigations and due process.

5.8 Data Protection

Compliance Framework

Sports entities in Bahrain must treat personal data in line with applicable data protection and privacy requirements, particularly where data relates to athletes, minors, medical information or biometric indicators. Compliance considerations also arise when using third-party service providers for ticketing, analytics or performance monitoring.

Key compliance themes

Practical compliance typically focuses on:

- lawful basis and informed notices for collection and use;
- purpose limitation and data minimisation;
- security measures and access controls;
- cross-border transfers and vendor management; and
- retention policies aligned with sporting and regulatory needs.

Sports-Specific Sensitivities

Anti-doping, safeguarding and medical data require heightened care due to their sensitivity. Contractual controls, confidentiality obligations and clear role allocation between controllers and processors are central to reducing risk.

6. Dispute Resolution

6.1 Role of National Court Systems

Bahraini courts may become involved in sports matters where disputes are contractual, commercial or tort-based, or where criminal allegations arise (eg, fraud or bribery linked to sports conduct). Courts also provide remedies for urgent relief in appropriate cases, including interim measures where the legal test is met.

Many sporting disputes are intended to be resolved within sports bodies or through arbitration mechanisms, particularly where federation statutes require internal exhaustion of remedies. The courts generally respect the internal governance of sports organisations, while retaining jurisdiction where public law issues, mandatory legal norms or non-arbitrable matters arise.

Court involvement commonly arises in disputes over sponsorship performance, employment arrangements, venue contracts, or where disciplinary decisions are challenged on procedural grounds, depending on the governing framework and the available appeal routes.

6.2 ADR Mechanisms

Domestic ADR in Sport

Bahrain's sports ecosystem typically encourages dispute resolution through federation mechanisms, internal committees and agreed arbitration routes, reflecting international sports practice. Contracts in the sector often include arbitration clauses to ensure specialised and confidential resolution.

International Arbitration

Where federation rules or contracts provide, parties may ultimately access the Court of Arbitration for Sport (CAS) for certain disputes, particularly in anti-

doping and eligibility matters. The availability of the CAS depends on the sport's international framework and the applicable dispute resolution clauses.

Advantages and Limitations

ADR provides speed, confidentiality and specialised decision-making. Key limitations are cost, enforceability considerations and the need to align the chosen mechanism with mandatory national law requirements.

6.3 Sanctions, Remedies and Challenges

Sports disciplinary bodies may impose sanctions such as suspensions, disqualification, points deductions, bans, fines (where provided), and ancillary measures such as education requirements. Remedies in commercial disputes typically include damages, specific performance where available, and injunctive relief.

Challenges are commonly pursued through internal appeals within the federation structure, followed by arbitration where applicable. Challenges often focus on procedural fairness, the proportionality of sanctions and the correct application of governing rules.

Where criminal or civil liability is engaged (eg, fraud, defamation or negligence), the national courts may provide parallel remedies. The sports and state systems therefore co-exist, with the applicable route determined by the nature of the claim and the governing dispute resolution framework.

7. Employment Contracts and Rights

7.1 Sports-Related Employment Contracts

Sports employment and engagement arrangements in Bahrain are typically structured through fixed-term contracts, registration rules and federation regulations. In football and other professionalised sports, contracts often align with international federation requirements on registration, transfer windows and eligibility.

Common provisions include remuneration, bonuses, image use, training and conduct obligations, medical and fitness standards, confidentiality, disciplinary compliance, and termination triggers. Where foreign

athletes are engaged, immigration and work authorisation requirements are also relevant.

Contracts often specify internal dispute processes and arbitration, particularly where federation rules require specialist tribunals. Clear drafting on governing law, jurisdiction and the relationship between contract and federation rules is important to avoid uncertainty.

7.2 Employer/Employee Rights

Employer rights typically focus on performance, conduct, availability, and adherence to team and federation rules, while athletes seek certainty on payment, medical support, selection fairness and due process in disciplinary matters.

Termination and Breach

Disputes frequently arise around early termination, non-payment, or misconduct allegations. Contractual clauses often address notice, cause-based termination, remedies for breach, and mitigation of loss. Federation rules may also impose sporting consequences (eg, registration restrictions) alongside contractual remedies.

Practical Risk Management

Best practice includes clear documentation, prompt wage-payment systems, medical protocols, and internal grievance mechanisms, supported by consistent disciplinary processes.

7.3 Free Movement of Athletes

The movement of athletes in Bahrain is shaped by immigration and labour requirements, federation registration rules and, for certain sports, international transfer and eligibility regulations. Bahrain is not part of a supranational free-movement regime comparable to the EU; movement is therefore managed primarily through domestic administrative processes.

Transfers and Registrations

In sports such as football, transfers and registrations follow domestic and international federation rules, including transfer windows, contractual stability principles and clearance requirements. Clubs must also comply with work authorisation and residency processes for foreign athletes.

Key issues include contract enforceability across borders, timely issuance of clearances, and alignment between employment terms and federation registration requirements, particularly for mid-season moves.

8. Women's Sport

8.1 Development and Growth of Women's Sport

Women's sport in Bahrain has expanded steadily, supported by institutional development, increased participation pathways and wider visibility of women's competitions. Growth is influenced by national policy priorities, federation initiatives and the gradual professionalisation of selected sports.

Legal and Governance Context

There is no separate "women's sport law"; development is typically driven through sports governance structures, funding decisions and programme design. Key themes include safeguarding, equal access to facilities and pathways, and the governance capacity of women's programmes within federations.

Commercial and Media Development

Commercialisation is developing, with sponsorship and media exposure increasing as participation and audience engagement grow. Practical progress often depends on sustained investment in coaching, competition structures and marketing.

8.2 Organisations and Initiatives to Promote Women's Sport

Women's sport is promoted through national sports governance bodies, federations and targeted programmes that build participation, coaching capacity and competition opportunities. Initiatives often focus on grassroots development, school and university pathways, and national team support.

Common measures include:

- dedicated women's committees or departments within federations;
- structured leagues and tournaments;
- coach and referee development programmes; and

- awareness campaigns to increase participation and visibility.

Long-term growth depends on consistent funding, appropriate facilities, safeguarding frameworks and opportunities for media and sponsorship engagement tailored to audience and community needs.

9. Esports

9.1 Development and Growth of Esports

Esports have grown as a competitive and commercial segment, supported by youth engagement, digital infrastructure and increased recognition by stakeholders. The regulatory environment is generally shaped by existing commercial, IP and consumer rules rather than esports-specific legislation.

Esports organisers and platforms manage competition rules, disciplinary processes and integrity measures through tournament regulations and player agreements. Key issues include cheating, account sharing, match manipulation and online harassment, often managed through contractual enforcement and platform policies.

Revenue models typically include sponsorship, media content, event partnerships and digital marketing. IP ownership, licensing and brand protection are central given the reliance on game publisher rights and platform terms.

9.2 Key Trends and Notable Deals in Esports

Notable esports trends in Bahrain include increased tournament activity, sponsorship interest linked to youth demographics, and the use of esports events for destination and brand promotion. Deals are often smaller in value than in mature markets but can deliver high digital engagement.

Key deal terms commonly address:

- tournament participation rules and disciplinary standards;
- IP and content rights, including streaming permissions;
- sponsorship and branding inventory;

- data and privacy obligations; and
- dispute resolution, often with platform-based enforcement options.

Risk and Compliance

Consumer protection, advertising standards and online safety considerations are increasingly relevant, particularly where minors participate or where cross-border online platforms are used.

10. NFTs, AI and the Metaverse

10.1 Non-Fungible Tokens (NFTs)

NFT activity in Bahrain is generally treated as a commercial and IP-driven matter rather than a sports-specific regulatory category. Sports entities considering NFTs typically focus on fan engagement, digital collectibles and new sponsorship activations, while managing legal risk through contract design and compliance controls.

Common issues include:

- ownership and licensing of underlying IP (logos, footage, athlete images);
- consumer clarity on what is being sold (token ownership v IP rights);
- platform terms, royalties and resale mechanics; and
- advertising and promotional compliance.

Rights-holders typically use clear licence terms, brand-use guidelines, and take-down strategies against unauthorised minting. Given market volatility, careful disclosure and reputational safeguards are important.

10.2 AI

AI use is increasing in performance analysis, injury prevention, scouting, fan engagement and content production. In Bahrain, the legal treatment is generally framed through existing principles on data protection, IP, contracts and liability rather than bespoke sports AI regulation.

Relevant issues include:

- lawful processing of athletes' data (including sensitive medical/biometric data);
- transparency and governance over automated decision-making tools;
- IP ownership in AI-assisted content and analytics outputs; and
- vendor risk allocation, warranties and cyber/security requirements.

Governance and Ethics

Sports bodies often address AI through internal policies covering data access, consent, security and fairness. Practical adoption should balance performance benefits with athlete welfare and integrity concerns.

10.3 The Metaverse

Metaverse-related activity in Bahrain is still emerging and is primarily explored for fan engagement, virtual events and digital merchandising. Legal analysis typically relies on general contract, IP, consumer and data protection frameworks.

Key issues include:

- licensing of brands and content into virtual environments;
- protection against unauthorised use and counterfeits;
- user data collection and platform privacy compliance; and
- advertising standards and consumer clarity on virtual goods and services.

Where projects proceed, rights-holders generally use phased pilots with clear contractual controls over IP, data use, revenue sharing and dispute resolution, supported by brand-protection monitoring in online environments.

Trends and Developments

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Financial Sustainability in Bahraini Football: The Need for Financial Fair Play Rules as a Preventative Tool to Address Club Debts

Introduction

In recent years, the Kingdom of Bahrain has witnessed notable progress in the institutional and legal framework regulating the sports sector, particularly regarding sports dispute resolution. Sports federations have moved towards establishing specialised chambers for dispute resolution, extending their jurisdiction to include financial disputes and the settlement of professional athletes' entitlements. Furthermore, an institutional sports arbitration system has been introduced through the Bahrain Chamber for Dispute Resolution (BCDR), which launched its Sports Arbitration Rules in 2022. This development has contributed to providing specialised and effective mechanisms for resolving sports disputes and has enhanced the confidence of various stakeholders in dispute settlement mechanisms outside the ordinary judicial system.

However, notwithstanding the importance and effectiveness of these mechanisms, they remain, by their nature, remedial tools applied only after the occurrence of a problem, as they are only activated after a dispute has arisen and its effects have escalated – particularly with respect to the accumulation of professional players' dues and delays in the settlement of contractual obligations owed to them. In many cases, such dues have accrued over extended periods, leading to the exhaustion of clubs' financial positions and compelling players to resort to dispute resolution mechanisms as a last resort after the failure of amicable solutions.

The impact of this issue extends beyond the contractual relationship between the club and the player; it also affects the overall competitive stability of Bahraini football. Disparities in clubs' financial capacities, coupled with some clubs' failure to meet their players' financial entitlements in a timely manner, have given rise to an uneven playing field that adversely affects the integrity of sporting competition. This, in turn, undermines the reputation of the domestic league and diminishes its attractiveness to professional players, agents and investors.

Accordingly, the need has arisen to shift from a reactive approach focused on post-dispute resolution to a proactive approach centred on preventative measures, through the adoption of regulatory instruments aimed at curbing the emergence of financial crises before they materialise. In this context, the introduction of rules or principles inspired by the Financial Fair Play framework constitutes one of the most viable solutions, as a preventative mechanism designed to regulate expenditure, align financial obligations with clubs' actual financial capacities, safeguard players' entitlements, and enhance the league's competitive stability, in a manner consistent with the specific characteristics of the Bahraini market and the nature of domestic football.

This article seeks to examine the necessity of introducing rules inspired by Financial Fair Play in Bahraini football, not as a literal transplantation of foreign models, but rather as a flexible regulatory solution adaptable to the local context. The aim would be to address the problem of accumulated club debts – particularly outstanding financial entitlements owed to professional players – and contribute to the establishment of a more sustainable and balanced football ecosystem in the medium and long term.

The structural particularities of Bahraini football and the recurrence of the debt crisis

To understand the recurring nature of indebtedness and the accumulation of players' financial entitlements in Bahraini football, it is insufficient to view the issue as a transient administrative shortcoming affecting one or two clubs. The reality points to the existence of structural factors intrinsically linked to the nature of the local sports market, which directly affect clubs' ability to engage in sound financial planning and meet their obligations on a sustainable basis. Accordingly, any preventative solution – such as the adoption of Financial Fair Play – must be grounded in a clear understanding of these structural particularities, rather than relying on the wholesale transplantation of ready-made external models.

The football environment in Bahrain is characterised by the fact that the majority of clubs operate on a non-profit basis and rely primarily on government or quasi-government support, with significant limitations

in their commercial revenue streams. Match ticket revenues, for instance, generally do not constitute a substantial source of income, given attendance patterns that, in most fixtures, do not reach levels capable of generating stable and recurring financial returns. Likewise, the market for merchandising and retail sales, while present in certain cases, remains limited and insufficient, on its own, to generate financial flows that can cover players' salaries and contractual obligations throughout an entire season.

This structural particularity becomes even more apparent when examining the sponsorship and broadcasting market. Despite institutional support and a growing willingness to strengthen partnerships, the commercial value of broadcasting and sponsorship rights in a relatively small market remains inherently lower than in larger markets, thereby significantly limiting clubs' ability to convert popularity into sustainable revenue. Consequently, certain clubs seek to improve their squads through short-term financing solutions or by relying on uncertain expectations regarding the continuity of support, which may ultimately result in a mismatch between financial obligations and available resources, should circumstances change or funding be delayed.

Moreover, the nature of sporting competition may incentivise some clubs to adopt financial decisions that exceed their realistic capabilities. In an environment where clubs strive to achieve rapid sporting success or improve their competitive standing, expansion in player recruitment and salary commitments may occur without a corresponding financial framework to sustain such expenditure. The consequences of such practices often materialise at a later stage in the form of outstanding player entitlements, financial settlements following the emergence of disputes, or attempts to reschedule financial obligations under the pressure of time constraints and contractual commitments.

It should also be acknowledged that, in certain respects, the process of "professionalisation" remains hybrid or gradual in nature. This implies that financial and administrative structures within several clubs have not always developed at the same pace as the contractual obligations associated with professional

players. The transition from traditional sports administration to fully professional governance, which entails adopting precise financial and supervisory mechanisms, is not an immediate process. As such, the risk of financial imbalances persists even when good-faith efforts exist.

Collectively, these factors explain why addressing the crisis solely through dispute settlement mechanisms may be insufficient. While the existence of dispute resolution chambers or sports arbitration frameworks assists in resolving conflicts once they arise, such mechanisms do not prevent the recurrence of the structural causes that generate debt in the first place. Accordingly, the adoption of preventative instruments – such as a Financial Fair Play framework tailored to the local context – constitutes a logical step towards bridging the gap between sporting ambition and financial capacity, safeguarding players' entitlements, and enhancing the competitive stability of the league.

The absence of an organised financial framework and its practical implications

The absence of a structured and unified financial framework constitutes one of the most prominent challenges currently facing Bahraini football. Although regulatory provisions exist concerning professionalism and contractual matters, such regulations fall short of establishing preventative financial controls that would oblige clubs to align their expenditure with their actual capacity to meet financial commitments. As a result, financial risk management is often left to individual discretion, which varies significantly across clubs.

This absence leads to uncontrolled financial practices, most notably the signing of players with salaries exceeding the club's realistic financial capacity, or reliance on unstable or temporary sources of funding. In the event of disruption to these funding sources, the natural consequence is the accumulation of debts and delayed payment of players' entitlements, resulting in recurrent disputes and negatively affecting the financial and institutional stability of the clubs.

Moreover, the lack of a clear financial framework places regulatory bodies in a reactive rather than a proactive position, as their role is often limited to addressing the consequences of crises after they have material-

ised, rather than preventing or mitigating their scope at an early stage. This reality underscores the pressing need for regulatory tools focused on financial prevention, rather than mere dispute resolution.

The concept of Financial Fair Play – from the international experience to general principles

The concept of Financial Fair Play originally emerged as a response to accumulated financial problems in European football, where numerous clubs faced the risk of insolvency due to uncontrolled spending. At its core, this concept is based on a set of general financial principles aimed at ensuring the sustainability of clubs without compromising the spirit of sporting competition.

Beyond the dimension of financial sustainability, Financial Fair Play was introduced within the European context as a tool to protect clubs' competitiveness and prevent the distortion of the principle of equal opportunity within competitions. Practical experience has demonstrated that permitting uncontrolled expenditure, particularly when supported by unsustainable or external funding sources, results in significant disparities between clubs and confers sporting advantages that are not based on technical performance or sound management.

Within this framework, Financial Fair Play seeks to limit the phenomenon of "excessive spending", which enables certain clubs to achieve short-term sporting success at the expense of the overall competitive balance. This approach rests on the premise that fair competition is not achieved solely on the pitch but begins off the pitch, by ensuring that clubs participate under comparable financial rules that prevent the achievement of sporting superiority through uncalculated financial risk-taking.

The introduction of these rules has also been associated with the objective of protecting competitions from losing their credibility, as the continued dominance of certain clubs, driven by their unrestricted spending, may lead to a decline in public and media interest, thereby weakening the commercial value of leagues over the long term. Accordingly, Financial Fair Play was conceived not merely as an accounting mechanism but as part of a broader vision aimed at

enhancing the integrity and sustainability of competition, ensuring that sporting results reflect technical and managerial capabilities rather than lack of financial discipline.

Financial Fair Play is not limited to complex technical or accounting rules but is founded on relatively simple principles, the most prominent of which are that clubs should spend within their means and fulfil their financial obligations on time, particularly towards players. It also seeks to enhance financial transparency and empower regulatory bodies to proactively monitor clubs' financial status.

It is important to emphasise that Financial Fair Play is not intended to impose a rigid, uniform model, but rather is understood as a flexible framework adaptable to the specific characteristics of each football market. Therefore, the adoption of this concept in the Bahraini context does not imply a mere replication of the European experience, but rather the utilisation of its general principles in a manner consistent with the local reality.

Why Financial Fair Play rules may be suitable for Bahrain

The importance of Financial Fair Play rules in Bahrain lies in their capacity as a preventative tool to address the root causes of financial problems, rather than merely managing their consequences. The introduction of clear financial controls would limit imprudent player signings and encourage clubs to align their sporting ambitions with their actual financial capacity.

Furthermore, these rules can play an essential role in protecting players' entitlements by requiring clubs to demonstrate their ability to fulfil their obligations prior to contract registration or approval. This contributes to reducing disputes, enhancing trust between players and clubs, and improving the contractual environment within the domestic league.

On a broader level, Financial Fair Play rules can promote competitive stability by reducing unjustified financial disparities between clubs and preventing practices that undermine the principle of equal opportunity. This, in turn, will enhance the integrity of the competition and the league's attractiveness.

Potential risks of implementing Financial Fair Play without local adaptation

Despite the advantages of Financial Fair Play, its rigid application, without adaptation to the Bahraini context, may yield adverse effects. Not all clubs in Bahrain possess the same financial structure, and sources of income vary significantly from one club to another.

The strict enforcement of uniform financial rules could weaken the competitive capacity of certain clubs or reduce the level of player signings, thereby negatively impacting the overall quality of the league. Furthermore, the absence of transitional periods or accompanying support mechanisms may exacerbate financial pressures rather than alleviate them.

Accordingly, the success of any initiative in this regard requires a phased, gradual design that accounts for the clubs' realities and strikes a balance between financial discipline and the maintenance of a minimum level of competitiveness.

Adapting Financial Fair Play rules to the Bahraini context

Adapting Financial Fair Play rules to Bahraini football requires adopting a flexible and simplified model that focuses on core objectives without imposing excessive regulatory burdens on clubs. This could begin with establishing basic criteria, such as commitment to timely payment of players' entitlements and linking the registration of new contracts to the absence of outstanding financial arrears.

A gradual implementation approach could also be adopted, allowing clubs to rectify their financial situations in phases, while providing guidance and oversight as alternatives to strict sanctions in the initial stages. Engaging clubs in drafting these rules is crucial to enhancing their compliance and ensuring the framework's effectiveness.

Within this framework, Financial Fair Play should be viewed as part of broader financial governance rather than as a purely punitive tool, thereby fostering a culture of sound financial management within clubs.

Among the practical measures that can be incorporated into adapting Financial Fair Play rules to the

Bahraini context is the option of setting salary caps linked to each club's actual financial capacity, rather than imposing a uniform cap across all clubs. Such a cap could be based on an objective assessment of multiple factors, including the club's assets, the extent of available support, and expected revenues during the season – whether from sponsorship, commercial activities, or any other legitimate sources of funding.

This approach allows for greater flexibility, as it takes into account the structural differences between clubs while preventing the formation of contracts that exceed a club's realistic financial capacity. It also contributes to steering contractual decisions toward responsible financial planning, rather than relying on uncertain estimates or temporary financing that may not be sustained throughout the season.

The purpose of establishing a salary cap is not to restrict clubs' freedom or diminish the sporting quality of the competition, but rather to achieve a balance between sporting ambition and financial sustainability. This ensures the timely fulfilment of players' entitlements and mitigates risks that may lead to debt accumulation or the emergence of subsequent financial disputes.

Establishment of an independent body for the implementation and oversight of Financial Fair Play rules

The success of any Financial Fair Play framework is not limited to the existence of the rules themselves; it is closely linked to the presence of a specialised institutional entity responsible for implementing these rules and monitoring compliance. In the Bahraini context, it may be appropriate to consider establishing an independent or semi-independent regulatory body to undertake this role, thereby ensuring a clear separation between the regulatory function and the executive roles of the clubs, and enhancing the credibility of the proposed financial system.

This entity could take the form of an association or joint committee comprising representatives from relevant stakeholders, reflecting the participatory nature of the football ecosystem. Among the potential members of this body could be representatives of the relevant football federation, independent financial

experts, club representatives, as well as specialists in governance and financial compliance. Such diversity would help ensure that decisions are grounded in a comprehensive understanding of the sporting, financial and administrative dimensions.

The involvement of government entities acquires particular significance in the Bahraini context, given that most clubs rely primarily on government support as their main source of funding. Within this framework, the proposed body's membership could include representatives from government authorities responsible for overseeing financial support or resource allocation, thereby aligning Financial Fair Play rules with public support policies and ensuring that government funds are used more efficiently and sustainably.

Furthermore, the inclusion of government regulatory bodies enhances transparency and mitigates risks associated with the misdirection of support or reliance on such support to cover imprudent financial obligations. This represents an important factor in ensuring that Financial Fair Play rules do not become an additional regulatory burden but rather serve as a tool to rationalise the use of public resources, protect public funds, and support clubs committed to responsible financial planning.

It is not necessary for this body to begin with extensive powers or strict sanctions; instead, a gradual approach may be adopted, initially focusing on monitoring and assessment, and providing recommendations, before progressing to broader authorities as a culture of financial compliance is established. This approach could enhance clubs' acceptance of the framework and reduce resistance to change, particularly in a sporting environment still undergoing institutional transformation.

Expected impact on players and sports investment

The introduction of preventative financial rules is likely to improve the status of professional players by

reducing instances of delayed payments and enhancing contractual stability. This, in turn, will make the Bahraini league more attractive to professional players and agents, while mitigating the risks associated with transferring to it.

Moreover, the existence of a disciplined financial framework bolsters the confidence of investors and sponsors, who often hesitate to engage in sporting environments characterised by financial instability or recurring disputes. This constitutes a crucial element in any long-term strategy aimed at developing local football.

Conclusion: From crisis management to building sustainability

The financial challenges facing Bahraini football, particularly the accumulation of players' entitlements and the impact of this on competitive stability, cannot be sustainably addressed by relying solely on dispute resolution mechanisms. Despite their importance, such mechanisms remain reactive solutions to existing crises and are not substitutes for preventative regulation.

From this perspective, the introduction of rules inspired by Financial Fair Play offers a genuine opportunity to shift from crisis management towards establishing a more sustainable financial framework. This does not require replicating external models; rather, it entails adopting general principles carefully adapted to the specificities of the Bahraini market, thereby achieving a balance between financial discipline and sporting competitiveness.

The success of this approach remains dependent upon clear regulatory will, effective co-operation between the federation, clubs and players, and a shared understanding that financial sustainability is no longer merely a regulatory option but an essential condition for the future of Bahraini football.

CANADA



Trends and Developments

Contributed by:

Richard McLaren and Janie Soublière
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McLaren Global Sports Solutions (MGSS) was founded in 2014 to serve a wide range of participants across the sport industry, including professional leagues and teams, sport federations and athletic departments. It provides specialised services that support governance and ethics through the development and implementation of policies and procedures, as well as independent third-party investigations designed to help clients identify and mitigate risk. MGSS also has deep expertise in designing and administering customised arbitration and adjudication services.

Soublière Sport Law (SSL) is a one-woman boutique business focusing solely on providing legal consultation to international and national clients on matters related to sport law, be it in integrity, safeguarding, anti-corruption, discipline, eligibility, contracts, employment and collective bargaining, human rights, governance, regulations or anti-doping. Over the years, SSL has provided services to or advised various international clients and legal firms in Canada, the US, Europe, Australia and South America. SSL has worked with MGSS on various projects.

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Introduction

The Canadian sports law sector continues to provide diverse opportunities for legal practitioners of varying expertise and specialties, be it by:

- assisting local, amateur or professional sports teams and regional or national sports associations;
- drafting rules and contracts, overseeing day-to-day legal matters and representing athletes and coaching staff at all levels;
- negotiating contracts related to anything from employment and sponsorship to image rights and broadcasting rights;
- assisting sporting venue and event organisation with risk management and all the legal intricacies related to event planning; or
- advocating or adjudicating disciplinary and commercial sports-related disputes of all kinds, be it before the Sport Dispute Resolution Centre of Canada ([SDRCC](#)), the Court of Arbitration for Sport, civil or criminal courts or any professional league or club arbitration and grievance or disciplinary processes.

Developing Trends

The general trends in amateur sport outlined in last year's guide continue to impact all sports law practitioners in Canada, as do the growth of professional team sports, the anticipated changes to the existing Canadian Safe Sport mechanisms and the related government-mandated Commission appointed to investigate systemic abuse and human rights violations in Canadian sport.

This year, three other notable trends are having a significant impact on sports law in Canada:

- the exponential growth of women's professional sport;
- Sport Integrity Canada now administers the Canadian Safe Sport mechanism; and
- the evolution of legislation governing match-fixing and gambling.

The exponential growth of women's professional sport in Canada

As in Europe and the US, women's professional sport in Canada has moved from a niche space to a mainstream commercial and cultural force. This shift has created new opportunities and legal considerations for practitioners.

Canada's professional women's sports market has approximately doubled since 2023, reaching an estimated CAD380–CAD400 million in 2025, with growth projected to reach approximately CAD570 million by 2030. This expansion ushered a need for qualified legal experts to advise on all aspects of women's professional sports. Indeed, there was an urgent need to develop league structures, and women's players' association were created to engage in collective bargaining with the new leagues. There was also a requirement for club structures to be aligned with developing league processes and rules, with marketing and investment considerations additionally being thrown in at the forefront. Adjudication panels were created; regulations of all kinds were drafted. And this is just the beginning!

In a short period, Canada has moved from having no domestic professional women's teams to having a successful and interconnected network. The scale of this growth has made Canadian women's sport increasingly attractive to sponsors and investors, particularly those seeking early entry and long-term influence.

The growth of professional women's sport in Canada is of course driven by the continued development of women's sports worldwide, with many Canadian teams competing in women's professional leagues. This includes the Professional Women's Hockey League (PWHL), which after a successful inaugural 2025 season has seen rapid growth. It currently has eight teams, four of which are Canadian, and is exploring expansion into Quebec City. Women's professional basketball has also expanded in Canada. In May 2026, the Toronto Tempo will become the first Canadian team to compete in the Women National Basketball Association (WNBA). This development has already generated Canada-based franchise acquisition and financing work for law firms, with Toronto firms advising on the team's ownership and capital structure.

It is noteworthy that, at the time of the publication of this article, and after over a year of tumultuous negotiations, the WNBA and the players' union have come to a verbal agreement on the terms of a new collective bargaining agreement set to redefine the economic and governing rules of the WNBA. The terms of the anticipated CBA include an increased salary cap and an increased minimum salary. Players will also receive and share 20% of gross league and team revenue, and be allowed to be true unrestricted free agents early in their career without their incumbent team controlling their negotiating rights. Exciting times for the WNBA and the sports lawyers that advise them.

Canada is also leading its own charge by way of the creation of its own professional leagues, notably the Northern Super League (NSL), the premier professional women's soccer league (football to non-North Americans), which currently has six teams. Northern Super League (NSL): Pro Women's Soccer in Canada self-proclaims that *"we are the first and only professional women's soccer league in Canada. The NSL isn't bound by legacy – we're here to create one. One*

that is rooted in access, equity, and excellence. One that invites every player, fan, and community to shape the future of the game." The NSL seeks to build something the next generation can believe in. It is indeed off to a ceiling-smashing success with nation-wide support.

To wit, although the Canadian government generally does not fund private professional leagues, in November 2025 it announced plans to invest up to CAD5.45 million to support the NSL and its related infrastructure. The stated objectives included strengthening local economies, enhancing community engagement and positioning Canada as a leader in women's professional sport.

From a commercial rights perspective, the NSL's early media strategy reflects the growing sophistication of women's professional leagues in Canada. The league announced multi-year media partnerships with Bell Media and CBC/Radio-Canada to support national access and long-term viability. It also entered into a multi-year agreement with ESPN to bring matches to US audiences, expanding both cross-border exposure and commercial reach.

Overall, the rapid growth of women's professional team sports in Canada is increasingly visible across the professional services ecosystem, creating multiple and varied opportunities for legal professionals.

Sport Integrity Canada has officially replaced the Office of the Sporting Integrity Commissioner and SDRCC

On 1 April 2025, the Canadian Centre for Ethics in Sport (CCES) assumed responsibility for developing and implementing a new national-level safe sport programme in Canada. Considering this new mandate, the CCES reviewed its strategic plan and its organizational strategy and structure, and in the process decided to change its name to Sport Integrity Canada.

Through the Canadian Safe Sport Program (CSSP), Sport Integrity Canada receives and responds to reports of prohibited behaviour under the Universal Code of Conduct to Prevent and Address Maltreatment in Sport (UCCMS) committed by individuals who are part of national, federally funded sport organiza-

tions. The CSSP Rules clearly and publicly set out how Sport Integrity Canada operates and administers the programme, including defined timelines at each stage of the reporting process, confidentiality parameters, appeal pathways and mechanisms, and the posting of sanctions and violations imposed on participants on its Public Registry. The CSSP also offers support services to connect participants with help along the way.

The UCCMS is the core document setting out harmonised rules to be adopted by sport organisations that receive funding from the government of Canada, in order to advance a respectful sport culture that delivers quality, inclusive, accessible, welcoming and safe sport experiences.

The UCCMS includes:

- common principles and a commitment to advance a respectful sport culture;
- standard definitions of various forms of maltreatment, including grooming, neglect, and physical, sexual and psychological abuse;
- a list of other prohibited behaviour, such as retaliation, failure to report maltreatment, intentionally filing false allegations, misuse of power, etc; and
- a framework for determining appropriate sanctions against such prohibited behaviour.

All organisations that receive Sport Canada funding are subject to the UCCMS.

Sport Integrity Canada's [CSSP Rules](#) provide that appeals of applicable and narrowly defined decisions issued under the CSSP are to be appealed to the SDRCC. Those appeals are governed by the [Canadian Sport Dispute Resolution Code](#), the CSSP Rules and the UCCMS.

The evolution of legislation governing match-fixing and gambling

Historically, Canada's Criminal Code broadly prohibited most forms of sports betting. Canadian bettors were restricted to "parlay" wagers, meaning they had to combine multiple outcomes into a single bet. This effectively barred single-event sports betting for decades.

A major turning point came with Bill C-218, the Safe and Regulated Sports Betting Act, which came into force in August 2021 and amended the Criminal Code to decriminalise single-event sports betting. With betting no longer being a criminal matter, legislative jurisdiction now belonged to the province rather than the federal government.

Ontario was the first province to step into the legislative vacancy, allowing sportsbooks to register with it to provide markets in Ontario in April 2023. The Alcohol and Gaming Commission of Ontario (AGCO) adopted a self-regulatory regime for sportsbooks, which were required to have an independent monitor and to self-regulate and report based on the regulations of the AGCO. All provinces and territories can regulate and license wagers on individual games and contests (excluding horse racing, which is still federally regulated). Legal online betting has since grown in popularity across the country – for example, Ontario now embraces private operators regulated by provincial authorities, and Alberta is expected to legislate similarly in 2026.

The strict regulatory regime of the AGCO was to pull billions in previously illegal or offshore betting into a secure and transparent legal framework, in an effort to enhance consumer protections and generate new public tax revenue. However, the expansion of legal sports wagering has also brought increased concerns about match-fixing. Under the current law in Canada, there are no specific Criminal Code provisions criminalising match-fixing. This forces authorities to rely on general fraud statutes, highlighting a significant gap in the legal regime.

To address these risks, Canadian sports and integrity bodies have stepped up efforts, with groups like the International Betting Integrity Association (IBIA) working to strengthen monitoring, education and reporting mechanisms. In 2025, joint programmes between the IBIA and the Professional Footballers' Association Canada trained athletes on betting integrity, with the primary focus being on identifying and reporting suspicious approaches and activity that could undermine sport fairness.

Despite these initiatives, many advocates are pushing for more comprehensive legislative action, including the regulation of advertising and the potential ratification of international instruments that provide global legal frameworks for the criminalisation of match-fixing and the co-ordination of enforcement.

In sum, by 2025 Canada and its provinces had transitioned away from restrictive gambling laws towards a regulated sports betting market. However, the country continues to grapple with how best to legally deter and punish match-fixing in a landscape shaped by technology, global betting flows and commercial growth.

Other Trends and Developments

Team eligibility challenges prior to the Milano Cortina Games, and other unforeseen legal changes

2026 is an Olympic year. This usually leads to some last-minute eligibility and team selection challenges being raised with the SDRCC by athletes. These of course will be adjudicated, often on an expedited basis by the Ordinary Tribunal of the SDRCC.

The process for such appeals and challenges is governed first by the regulations of the relevant National Sports Organisation (NSO). However, given that the challenges are usually quite urgent, the parties – here the athlete and the NSO – will typically agree to bypass their internal procedures and grant the SDRCC jurisdiction to hear and resolve the dispute. Interested parties, who may lose their spots on the relevant team as a result of the matter, are also invited to participate in these adjudications, which are governed by the [Canadian Sport Dispute Resolution Code](#).

Various other unforeseeable legal challenges involving Canada and/or Canadian athletes may arise at or from the Cortina Games, regarding the eligibility of other “neutral” nations, doping matters, safe sport matters, etc. Whatever the legal challenges arising from Milano Cortina 2026 may be, counsel and arbitrators qualified in sports law will surely be on hand to assist.

Changes to U Sports transfer rules

The Canadian university sports landscape is changing. Beginning in the 2026–27 season, U Sports (the

governing body for Canadian University sport) will alter its transfer rules, allowing first- and second-year student-athletes to transfer to other schools without penalty.

The decision focuses on improved player empowerment, providing young athletes with the opportunity to make decisions to benefit their future. The head of U Sports said the new rule ensures student-athletes have more flexibility earlier in their academic journeys. U Sports’ director of compliance and eligibility, Tara Hahto, stated: “*A meaningful amount of transfer activity takes place during the first two academic years of a student-athlete’s journey, often when they are working to find the right fit academically, athletically and personally... This policy change responds directly to that reality.*”

Under the current rules, non-graduating student-athletes who transfer must sit out for exactly one year from their last date of competition. Exceptions were made for those who competed in cross-country, swimming or track and field, which have existing exemptions in place.

The transfer decision was met with differing opinions from some head coaches of university varsity programmes and athletes alike. For some, it is a logical and smart step forward to support student-athletes; for others, the danger is that a lack of continuity and roster stability could tank a team’s aspirations. From a legal perspective, it will generate some fine tuning of student-athlete contracts and transfer clauses, and the adjudication of likely legal challenges from universities or athletes. The consensus, however, is that it is up to the athletic programme to keep its student-athletes happy by living up to expectations, by devising sound regulations and contracts, and by respecting them (while expecting that athletes will respect “their” end of the bargain).

As schools prepare for the changes to come, it is hard to predict exactly how teams will adjust and what the regulatory and legal impact will be for students, schools and U Sports along the road. For the moment, athletes are the clear winners.

CHILE



Law and Practice

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Moya & Bossart is an elite boutique law firm based in Santiago, Chile, renowned for its exceptional legal services and tailored solutions in sports, labour and civil law. The firm stands out for its strategic and proactive approach, serving a diverse clientele ranging from large corporations to high-performance athletes. The firm possesses unparalleled expertise in sports law, with a solid track record representing clubs, federations, players and agents before na-

tional and international bodies. Its partners bring a unique global perspective, with direct experience at institutions such as FIFA and the Court of Arbitration for Sport (CAS). Specialising in the management of complex labour relations and asset protection, Moya & Bossart combines technical rigour with superior problem-solving capabilities, establishing itself as a strategic partner for the sports industry and the business sector.

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1. Athlete Conduct, Integrity and Enforcement

1.1 Anti-Doping Regimes

Doping/Criminal Offence

Whether doping is a criminal offence will depend primarily on two factors:

- who uses the doping substance; and
- what the substance is.

Regarding the user, the regulations do not stipulate criminal penalties for athletes, but they might apply to those associated with them, namely doctors, coaches, physical trainers, etc, in particular with regard to the possession, trafficking and supply of doping substances. As for the type of substance, generally speaking, the regulations do not criminalise use or consumption. However, under certain circumstances, even athletes could face criminal consequences if they use what are known in doping regulations as “specified” substances (commonly called recreational drugs) such as marijuana, cocaine and methamphetamine, among others.

National Anti-Doping Organization

Corporación Comisión Nacional de Control de Dopaje (the National Anti-Doping Commission Corporation) is the Chilean National Anti-Doping Organization (*Organización Nacional Antidopaje* – ONAD), the doping control and anti-doping education authority in Chile. It is a signatory to the World Anti-Doping Code of the World Anti-Doping Agency (WADA) and is responsible for its implementation. In particular, it is responsible for leading, promoting and driving the application of measures for the prevention and control of the use of prohibited substances and non-regulatory methods intended to artificially increase the physical capacity of athletes or affect the results of competitions.

Implementation of the World Anti-Doping Code

Both the Chilean Sports Law, which regulates the creation and organisation of the National Anti-Doping Commission, and the regulations governing the operation of said body, are based on the International Convention against Doping in Sport and its Annexes I and II, adopted at the 33rd Session of the General Conference of the United Nations Educational, Sci-

entific and Cultural Organization (UNESCO). Furthermore, these regulations were approved by WADA prior to their promulgation. Therefore, anti-doping regulations in Chile strictly adhere to the World Anti-Doping Code, thus adopting international standards, a list of prohibited substances, therapeutic use permits and other relevant provisions.

Enforcement of Sanctions by Sport Organisations

In accordance with the Regulations Governing the Performance of Doping Controls, the National Sports Federations accept the authority and responsibility of the National Doping Control Commission in the implementation and enforcement of the Anti-Doping Rules (including the conduct of tests) with respect to all individuals under the jurisdiction of the relevant international federation, and will support and co-operate with the National Doping Control Commission in fulfilling this function. Furthermore, national federations undertake to recognise, abide by and enforce decisions made under these Anti-Doping Rules, including decisions of the Expert Doping Tribunal imposing sanctions on individuals under their jurisdiction.

Emblematic Case

The most recent high-profile doping case involved tennis player Nicolás Jarry. Although the sanction was handed down by the International Tennis Federation (ITF), not the local governing body, his case generated considerable discussion because it resulted from cross-contamination.

1.2 Misconduct and Match-Fixing

Chilean legislation does not address cheating in sports or match-fixing.

1.3 Betting-Related Offences

The general rule is that gambling is prohibited under Chilean law, except with express authorisation. However, despite a recent Supreme Court ruling (2025) confirming this, online betting sites have managed to circumvent national regulations, operating with impunity. Their advertising presence is conspicuous, especially in the sports market, specifically in football, where all the teams in the Chilean first division are sponsored by at least one betting site or online casino. While government sports bodies have not adopted a clear and strict policy on this matter, the government,

through the Ministry of Justice, prohibited non-profit organisations linked to sports, including the Chilean Football Federation, from promoting these types of activities, specifically through advertising. As a result, the local first division championship had to remove a betting company as its naming sponsor. Conversely, sports governing bodies have turned a blind eye to this.

1.4 Disciplinary Framework

No response has been provided in this jurisdiction.

2. Commercial Rights

2.1 Sports-Related Rights

Notable Sports-Related Commercial Rights

Sports in Chile underutilise commercial opportunities for monetisation. Of the vast array of possibilities that sports offer for commercialisation, in addition to sponsorships and television rights, naming rights, the operation of sports venues and merchandising stand out. The most emblematic and commercially successful examples of naming rights are the Claro Arena, the stadium of *Club Deportivo Universidad Católica-Liga de Primera Mercado Libre*, the name of the first division football championship; and the BCI Seguros Chile Open, the Association of Tennis Professionals (ATP) tournament in Santiago.

Regarding the operation of sports venues, undoubtedly the most emblematic example is the aforementioned Claro Arena. This venue, inaugurated in 2025, offers a range of monetisation opportunities during match days – hospitality, brand activations, food and beverages, among others – and utilises its various halls and spaces for concerts, seminars, workshops, weddings and other events.

To a lesser extent, ticketing has evolved with the introduction of online sales and its outsourcing to specialised companies, as well as, in some cases, the sale of annual season tickets in football, which has allowed for a certain increase in stadium attendance and consequently in revenue for clubs.

2.2 Sponsorship Terms Sport's Appeal for Brands

As in the rest of the world, the attraction of sports in Chile for sponsors is related to its mass appeal and the positive values associated with it. Secondly, brands seek out sports that align with their own values and target social segments. This brand association is achieved through various channels, including mass media such as television and the digital channels of sports organisations – ie, social media and websites – as well as through brand presence in stadiums, on jerseys, in the press and on merchandising. Furthermore, they leverage fan databases of clubs and teams to develop their own advertising campaigns, which are typically carried out in conjunction with those of the sports clubs.

As mentioned earlier, sport itself generates attention for brands; nowadays, however, sports organisations actively work to enhance their appeal, mainly through digital media such as email campaigns and social media.

2.3 Broadcasting Rights

The exploitation of television rights by broadcasters was previously based on the sale of sponsorships. This was the case when broadcasters relied on free-to-air television. However, with the emergence of cable television, this changed – or rather, expanded to subscription or pay-per-view revenue.

The most emblematic case in Chile is that of *Canal del Fútbol* (the Football Channel), created and managed by the National Association of Professional Football (*Asociación Nacional de Fútbol Profesional – ANFP*), which was sold as a product of the association with cable and free-to-air television operators. This channel ceased to exist in 2018, when it was acquired by the North American television conglomerate Warner Bros.

3. Sports Events

3.1 Proprietary Rights and Event Management

Property Rights in Sport

Property rights in Chile are constitutionally protected, guaranteeing their owners the use, enjoyment and disposal of tangible and intangible assets. Television rights fall into the latter category, granting the Chilean sports world the right to exploit its image through this medium.

Except for the press, and even then only for restricted informational purposes, only broadcasters may disseminate images of sporting events. The only way a broadcaster can exploit a sporting event is through the express authorisation of the sports entity that owns the event. This authorisation is usually formalised in a contract that details the relationship and may involve the payment of rights fees to the event owner, typically in the context of professional football. In Chile, there is no law that compels sports entities to broadcast their events on free-to-air television.

Organisation and Management of Sports Events

The organisation, management and administration of sporting events falls mainly to sports organisations – ie, clubs, leagues, federations and private promoters – so they are the owners of the image rights associated with these events and therefore also have the right to exploit them.

3.2 Duty of Care and Liability

Duty of Care and Responsibility in Sports Events

In Chile, organisers of sporting events assume enhanced legal and civil liability under Laws 19.327 and 21.659, obligating them to guarantee the safety of all attendees. This legislation establishes strict and joint liability, requiring the implementation of rigorous security plans, access controls and the exercise of the right of admission. Furthermore, organisers have a strict duty to report any acts of violence or infractions within the venue. The primary focus is on making security an essential operational pillar for the execution of any large-scale event.

4. Corporate Structures

4.1 Legal Forms of Sporting Bodies

While freedom of association is constitutionally guaranteed in Chile, sports have adopted the non-profit organisation model as their primary legal vehicle. This is due not only to the primarily recreational and collective nature of sports, but also to the state's promotion of this type of association through various laws, offering both public and private economic incentives. The exception to this is professional football, which, in order to promote more skilled and responsible management, as well as the influx of capital into football clubs, through the enactment of the Professional Sports Corporations Law of 2005, has mandated that these clubs must operate as public limited companies.

The case of sports federations has an extra peculiarity, since, although like the vast majority of amateur sport it adopts a non-profit structure for the same reasons explained in the foregoing, the incentives established by the state seem more like obligations.

4.2 Corporate Governance Codes

Sports law provides for sport-specific corporate governance codes. However, it should be noted that these apply generically to non-profit sports organisations – ie, clubs, associations and federations – and primarily regulate conflicts of interest for directors (board members) and, more specifically, directors of the so-called National Sports Federations (representing international federations in Chile). The codes regulate everything from the minimum requirements to be a director to the degree of responsibility for which they are accountable.

The regulation of sports corporations is subsidiarily left to the general regulations for corporations. However, it is worth mentioning that this law is currently being amended, and among the main reforms is the significant regulation and strengthening of directors' liability. This is intended to enhance oversight, limit multiple ownership (particularly of football clubs), prevent conflicts of interest (especially preventing players' agents from owning stocks) and improve administrative transparency.

The sanctions for violations are essentially dismissal for current directors and a ban on holding such positions in the future. This is without considering any potential civil and criminal liabilities that may arise as a result of the damages caused.

Regarding suitability and capabilities, the law only establishes special requirements for the directors of the National Sports Federations, requiring them to be at least 21 years of age and to have higher education (or, alternatively, to have completed a training course in sports management and administration).

Insolvency of Sport Organisations

Regarding the insolvency of a sports organisation, in the case of sports corporations, the law that regulates them is not specifically concerned with this matter. Regulation occurs instead via the general regulations for corporations, which prevent administrative, civil and criminal sanctions for both administrators and directors.

Unlike the laws of the Republic of Chile, the regulations of the ANFP establish sporting sanctions in the event of the insolvency of a sports organisation. Specifically, the ANFP statutes prohibit the registration of contracts for players and members of the coaching staff of clubs that are in a state of serious financial insolvency.

4.3 Sport Funding

The main forms of financing for sports organisations include:

- state funding;
- ticket sales;
- sponsorship;
- TV rights;
- merchandise; and
- stadium rentals.

While this model applies to the entire world of sports, there is a significant difference between amateur and professional sports. Amateur sports survive primarily because of state funding. Given its low profile and Chile's relatively small size, the "image" of amateur sports is not very marketable, which generally discourages private investment, leaving that responsi-

bility to the state. In professional sports, specifically football, the opposite is true. This activity is financed almost exclusively by private contributions, with television rights being its main source of income. However, the state does participate in professional football through sports infrastructure, as its high cost is borne by the government in the vast majority of cases.

State funding includes:

- the National Fund for the Promotion of Sport;
- sports subsidies; and
- donations for sporting purposes.

While sports donations come from private sources, they take the form of tax deductions.

5. Intellectual Property, Data and Data Protection

5.1 Trade Marks

To register a trade mark in Chile, a procedure must be followed before the National Institute of Industrial Property (*Instituto Nacional de Propiedad Industrial* – INAPI). According to the law, trade marks that are generic, descriptive, misleading, immoral or similar to others already registered cannot be registered.

Registering a trade mark in Chile grants its owner exclusive rights to use and enjoy it for ten years, with the possibility of renewal. It is important to emphasise that this protection only covers the national territory. Notwithstanding the foregoing, the right holder must use it within five years of registration to avoid expiration.

Notable Case

Despite opposition from the English football club Manchester City, the "Santiago City FC" trade mark was duly registered by INAPI, so the Chilean club enjoys protection to use the trade mark within the national territory.

5.2 Copyright/Database Rights

Copyright is recognised by law in Chile. For its protection, the law requires the existence of a physical medium that establishes the identity of the copyright

holder. However, for greater protection, an agency has been established where works protected by this legislation can be registered and kept in a database. It is worth noting that this protection is international – extending to countries with which Chile has signed agreements on this matter – and also applies to foreign works in Chile.

Copyright offers both material and moral protection; that is, it allows the author the exclusive use and exploitation, as well as the preservation, of the work. Infringements of this right by third parties carry civil and criminal penalties.

The most common cases of intellectual property (IP) infringement in Chilean sport relate to the counterfeiting of football shirts (design) and the retransmission of matches subject to payment or subscription through “pirate” platforms.

5.3 Recognising Personality/Image Rights

While not explicitly stated, Chilean law protects image rights. Furthermore, these rights are constitutionally protected as implicit rights derived from the protection of privacy and honour. This protection prohibits the capture, reproduction or publication of a person's image – in its various forms – without their consent. In other words, individuals have both material and moral ownership of their image.

Protecting Personality/Image Rights in Sports

Athletes can protect their image through both constitutional and judicial actions, allowing them to prevent abuses by third parties and potentially obtain compensation.

5.4 Protecting Personality/Image Rights

No response has been provided in this jurisdiction.

5.5 Licensing

Exploitation of IP Rights

Regardless of the stakeholder – whether an athlete, a club or a federation – in the sports world, to effectively exploit IP rights, it is essential to clearly define the specific right involved (trade mark, design, invention or intellectual work) and ensure it receives adequate protection under Chilean law. It is important to remember, however, that the image rights of athletes

are automatically protected without any prior procedures or processes.

With this protection, the rights holder can exploit their rights, typically by entering into a contract with third parties. This contract will clearly define the rights and obligations, primarily concerning the territory, time frame and compensation associated with the exploitation.

5.6 Assignment of IP Rights

Free Trade of IP Rights

IP rights are protected by property law, which in Chile allows right holders to use, enjoy and dispose of the assets in question, whether tangible or intangible (IP rights).

5.7 Data in Sport

It could be said that football is the primary user of personal data among Chilean sports. To combat violence in football stadiums, the ANFP created the National Fan Registry (*Registro Nacional de Hinchas* – RNH), which aims to prevent those banned from entering stadiums and expedite entry. The system relies on the collection and use of biometric data (facial recognition) and fan identification to control stadium access. Fan registration requires explicit consent for the use of their data for the aforementioned purposes, all within the framework of Chilean law on the processing of personal data.

Sports clubs also manage personal data, including that of fans, which they use in their own marketing and advertising campaigns and in conjunction with their sponsors. They also handle sensitive personal data of their athletes, such as medical and biological records, for purely sporting purposes. A typical and quite widespread means of accomplishing the latter is through the use of athlete monitoring systems.

5.8 Data Protection

The new Personal Data Protection Law, enacted at the end of 2024, incorporated high standards of protection, aligning itself with the European Union's General Data Protection Regulation (GDPR).

Like any other law of the Republic of Chile, the new Personal Data Protection Law applies to all persons

– national and foreign, natural and legal, private and public – throughout the national territory. Therefore, sports entities are also subject to this law.

The aforementioned RNH is the most telling example due to the sensitive nature of the personal data under its protection.

6. Dispute Resolution

6.1 Role of National Court Systems

In cases where the internal tribunals of sports organisations have jurisdiction over internal disputes, all internal remedies must be exhausted before the Chilean national courts can hear the matters in dispute.

In Chile, certain matters fall under the exclusive jurisdiction of national courts, such as criminal, labour and antitrust disputes, among others. Therefore, these matters cannot be submitted to any jurisdiction other than that of the competent national courts, even by express agreement between the parties involved.

6.2 ADR Mechanisms

The most common alternative dispute resolution (ADR) mechanisms in Chile are conciliation, mediation and arbitration, to which conflicts arising within sports can be submitted.

Chilean legislation regulates these mechanisms in different laws, depending on the subject matter.

6.3 Sanctions, Remedies and Challenges Enforcement of Decisions Involving Sports

The power to enforce judicial decisions in Chile rests exclusively with the national courts. Therefore, if the internal mechanisms typically available to sports organisations to enforce their decisions – such as fines, restrictions or loss of membership rights, or sporting sanctions – fail, they must resort to the civil courts to ensure enforcement of the judgment.

Regarding the possibility of appealing the decisions of the internal courts of sports organisations to external courts, this can only be done if expressly permitted by the relevant regulations of the organisation itself – or

exceptionally in cases of serious abuses that violate procedural public order or due process.

7. Employment Contracts and Rights

7.1 Sports-Related Employment Contracts

Professional athletes in Chile are unambiguously employees. *Estatuto Laboral del Futbolista Profesional* (the Professional Footballers' Labour Statute) was published on 25 April 2007 and entered into force on 1 June of that year. It was enacted as Law 20.178, which regulates the employment relationship of professional sportspeople and workers performing related activities. The law covers not just footballers but anyone who is remunerated as a coach, technical assistant or any other person directly linked to the practice of the relevant sport. The Labour Code applies as background law, with Law 20.178 providing a *lex specialis* overlay for the sector.

The employment model is club-based, not centralised. Each club is the employer and contracts players individually – there is no league-wide or federation-administered central player contract system of the kind sometimes seen in newer or lower-revenue sports leagues elsewhere.

Salary Cap

There are no formal salary caps in Chilean professional football, and no equivalent mechanism appears to be in force across Chilean professional sports more broadly. No formal salary limit exists in Chile, though regulation or a budget ceiling has been discussed in order to achieve a competitive balance. So far, this has appeared difficult to achieve: larger clubs have no incentive to surrender their advantage.

The Competition Tribunal (*Tribunal de Defensa de la Libre Competencia* – TDLC) has noted the potential anti-competitive effects of multi-club ownership in Chilean football – a question that several European jurisdictions are also grappling with – though no definitive ruling has yet emerged on this point in Chile.

7.2 Employer/Employee Rights Relationship Between Sports Governing Bodies and Athletes

The relationship between sports governing bodies and player employment sits at an unusual legal intersection in Chile. The clubs are the formal employers under Law 20.178 and the Labour Code (*Código del Trabajo*), but the ANFP – as the governing body – imposes rules that directly constrain what clubs may agree in their individual contracts with players. The ANFP represents a third party external to the employment relationship between a club and its players, yet it exercises legally recognised powers that directly affect the clubs' operations in several areas, including recruitment rules. This creates persistent tension: the ANFP's regulatory authority can conflict with workers' constitutional rights, and the Labour Directorate (*Dirección del Trabajo* – DT) has shown increasing willingness to intervene when it does.

Case 1: Deportes Melipilla – relegation as labour enforcement

This case illustrates how the ANFP uses its internal disciplinary structure as a mechanism to enforce employment obligations, with direct sporting consequences.

Deportes Melipilla S.A.D.P. was sanctioned by the ANFP's Disciplinary Tribunal with relegation at the end of the second division (*Segunda División*) tournament for the 2025 season. The sanction was based on a report from the ANFP's financial control unit finding that the club had failed to prove it had paid wages and social security contributions for November 2025 in respect of four players. The club appealed to the Second Chamber of the Disciplinary Tribunal, which upheld the relegation on the basis that the infraction had occurred in the 2025 season and the sanction should therefore apply in that same season.

This was the second time Melipilla had faced this kind of consequence. In 2024, it had also been the subject of a complaint by rival club Deportes Concepción regarding unpaid labour taxes after the promotion playoff – a dispute that left the question of which club would actually be promoted unresolved for months.

Case 2: the sub-23 age restriction and the 2025 player strike

This is the most significant labour dispute in Chilean football in recent years, and its resolution in early 2025 reshaped the governance relationship between the ANFP and the Chilean Professional Footballers' Union (*Sindicato de Futbolistas Profesionales de Chile* – SIFUP).

In December 2024, the ANFP's Council of Club Presidents voted to restructure the *Segunda División* so that clubs could only field players under 23 years of age. The stated rationale was developing domestic talent and easing financial pressures on smaller clubs.

SIFUP immediately opposed the measure and, in early January 2025, declared an indefinite strike. SIFUP took the case to the DT, which ruled that setting an age limit of this kind was illegal and unconstitutional. The DT's formal opinion was unequivocal: it was not legally proper to enter into agreements with labour effects on third parties that prohibited or restricted the hiring of workers solely on the basis of their age, since this expressly curtailed those workers' constitutional freedom of labour – one of the explicitly prohibited grounds of discrimination under Article 2 of the *Código del Trabajo*.

The dispute exposed a structural problem that sports lawyers had flagged for years: rules created by an external body like the ANFP that affect workers' constitutional rights raise serious questions about their validity within Chilean labour law, as well as the extent to which the DT may intervene in a private association's regulatory decisions. The ANFP initially resisted, arguing that government intervention in its sporting regulations risked *Fédération Internationale de Football Association* (FIFA; International Federation of Association Football) sanctions for third-party interference.

The main issues resolved were:

- the removal of any age restriction in the *Segunda División*
- a guarantee that players who suffer serious injuries continue to receive treatment and remuneration

from the contracting club even after their contract expires; and

- a requirement that all national championships run for at least 11 months.

A salary cap of CLP35 million (gross, monthly) was set for *Segunda División* clubs, and clubs were required to guarantee 125% of their monthly payroll total as security for their labour obligations – with failure to provide that guarantee constituting a serious breach of employment contract.

No formal challenge to the foreign player quota under competition law has yet been filed. However, the Provincial Osorno case and the broader line of TDLC jurisprudence signal that private-body quota rules that restrict access to a labour market are vulnerable to challenge if they lack objective justification.

7.3 Free Movement of Athletes

The Football Federation openly regulates the number of foreign players permitted in competition. Under Article 11 of the 2025 first division (*Primera División*) competition rules, clubs may register up to six foreign players in their squad. In the match-day lineup, up to six foreign players may be named, but only five may be on the field simultaneously. Additionally, every club must include in each match at least one Chilean player born on or after 1 January 2004.

While the caps are currently in force, they operate in tension with the non-discrimination framework of the Labour Code. Article 2 of the Labour Code prohibits the following as grounds for discrimination: race, colour, sex, trade union membership, religion, political opinion, nationality, national ancestry, socioeconomic situation, language, beliefs, sexual orientation, gender identity, etc. The same provision notes that the Chilean Constitution, while prohibiting discrimination not based on personal capacity or suitability, expressly reserves to the legislature the power to require Chilean nationality or age limits in specific cases.

There are no relevant restrictions on athletes applying for a visa.

8. Women's Sport

8.1 Development and Growth of Women's Sport

Chile has been privy to the rise of women in sports. In fact, women have always been key players in Chilean sports. However, their presence has become more noticeable, mainly due to two factors:

- first, in recent years, more women than men have participated in sports, at least proportionally; and
- second, women have entered into football.

While both factors are significant, the increased visibility and exposure of women in football, and the greater advocacy thereof, have brought them greater prominence overall.

Furthermore, women's participation in professional football led to modifications of the Labour Code to protect the rights of female players.

8.2 Organisations and Initiatives to Promote Women's Sport

A number of groups have formed around women's football. The oldest dates back to 2016 and began as the National Association of Women's Football Players (*Asociación Nacional de Jugadoras de Fútbol – ANJUF*), which later became the women's football union.

9. Esports

9.1 Development and Growth of Esports

E-sports in Chile are experiencing an accelerated boom, with 50% of the population playing video games and a projected audience that is close to 1 million spectators. The country has consolidated its position as a regional hub thanks to high connectivity, the development of professional teams and growing investment in brand marketing.

9.2 Key Trends and Notable Deals in Esports

Key trends include rising investments, high-production tournaments involving titles like Valorant and CS2, and success in regional competitions.

10. NFTs, AI and the Metaverse

10.1 Non-Fungible Tokens (NFTs)

In the sports industry of Chile, the adoption of NFTs, artificial intelligence (AI) and the Metaverse is in a phase of strategic expansion led by the main football clubs and high-profile technological events.

10.2 AI

There is no applicable information in this jurisdiction.

10.3 The Metaverse

There is no applicable information in this jurisdiction.

CROATIA

Law and Practice

Contributed by:

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Badžim Law Practice is a boutique law firm based in Zagreb, Croatia (EU), operating as a sole practitioner model supported by a wide and carefully curated network of national and international horizontal co-operations, allowing the firm to tailor a bespoke team for each case or project. The practice is highly specialised in sports law, with extensive experience in both court and out-of-court representation, including proceedings before leading international sports tribunals such as CAS, BAT and FIFA. The firm regularly

advises on sports contracts, regulatory compliance, broadcasting and media rights, M&A transactions in sport, and the protection and commercial exploitation of athletes' image rights, as well as related areas of commercial and arbitration law. Recent and ongoing work includes advising and representing prominent institutional clients such as the Croatian Olympic Committee, the Croatian Handball Federation, the Croatian National Anti-Doping Organization (NADO), and the International Handball Federation.

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1. Athlete Conduct, Integrity and Enforcement

1.1 Anti-Doping Regimes

Is Doping a Criminal Offence in the Republic of Croatia?

Under Croatian law, doping as such – meaning the use of prohibited substances by athletes – does not constitute a criminal offence. Instead, it is treated as a misdemeanour under the Sports Act and gives rise to disciplinary and regulatory consequences within the sporting system.

Criminal liability arises, however, at a different level of conduct. The unauthorised production, processing, distribution, sale, trafficking, or mediation of substances prohibited in sport is criminalised under the Croatian Criminal Code, specifically Article 191.a. This provision targets those who place such substances on the market or induce others to consume them, rather than the athletes who use them.

The basic form of the offence is punishable by imprisonment of up to three years. Aggravated circumstances significantly increase criminal exposure. Where the offence is committed against a minor, within a school, or at a sports facility, the prescribed penalty ranges from six months to five years' imprisonment. Organising a network of distributors carries a sentence of one to eight years, while offences resulting in death are punishable by three to 15 years' imprisonment.

Accordingly, Croatian law draws a clear distinction: athletes who use doping substances incur misdemeanour and disciplinary liability, whereas those who manufacture or traffic such substances may face serious criminal sanctions.

Legal Status of Substances on the WADA Prohibited List

Substances included on the prohibited list of the World Anti-Doping Agency (WADA) are explicitly recognised in Croatian law as “substances prohibited in sport”. Their legal treatment depends on the context in which they are used or handled.

From a criminal law perspective, the unauthorised production, distribution, and sale of these substances are

treated in a manner comparable to offences involving narcotic drugs. This reflects the legislature's view that trafficking in doping substances poses serious risks not only to fair competition, but also to public health.

From a sporting and disciplinary perspective, the presence, use, attempted use, or possession of such substances by athletes constitutes a violation of anti-doping rules. These violations trigger disciplinary sanctions, including suspension, bans from competition, disqualification of results, and the forfeiture of medals and prizes.

The National Anti-Doping Authority in Croatia

Croatia's national anti-doping system is administered by the Croatian Institute of Public Health (HZJZ), acting through its specialised Anti-Doping Service. This body serves as the central authority responsible for preventing and combating doping in sport at the national level.

Its mandate is broad. The Anti-Doping Service plans and implements anti-doping measures, conducts testing and controls, adopts and enforces anti-doping rules, carries out education and prevention programmes, and co-ordinates activities with government bodies and non-governmental organisations. Crucially, it ensures the implementation of the World Anti-Doping Code and the relevant international standards within the Croatian legal and sporting framework.

Implementation of the World Anti-Doping Code in Croatia

The World Anti-Doping Code is implemented in Croatia through national Anti-Doping Rules, which function as binding implementing instruments for all provisions of the Code and the associated international standards.

The Croatian Institute of Public Health conducts doping controls, education programmes, and disciplinary proceedings in accordance with WADA rules and in co-operation with the Croatian Olympic Committee. Athletes, coaches, medical staff, and other persons involved in sport are legally obliged to comply with these rules, particularly with respect to testing obligations and whereabouts requirements.

In this way, the Croatian anti-doping framework operates as an integrated part of the global anti-doping system, while remaining anchored in domestic law.

Sanctions and Disciplinary Measures in Sports Leagues

National sports federations and individual sports leagues in Croatia are both empowered and obliged to prescribe and enforce disciplinary measures for doping violations. These measures must comply with international federation rules as well as Croatian legislation.

Sanctions typically include suspension or bans from competition, disqualification of results, forfeiture of medals and awards, and removal from the register of categorised athletes. In addition to individual sanctions, legal entities operating in sport – such as clubs or associations – may be subject to financial penalties if they fail to comply with anti-doping obligations.

Taken together, this multi-layered system reflects a deliberate allocation of responsibility: disciplinary law governs the athlete, criminal law targets the supply chain, and public authorities ensure compliance with international anti-doping standards.

Recent Anti-Doping Cases

The case concerned an elite athlete who was subject to multiple doping controls over a prolonged period, the majority of which returned negative results. In late 2023, two urine samples collected in close temporal proximity revealed the presence of trimetazidine (TMZ), a non-specified prohibited substance under the WADA Prohibited List, detected at very low concentrations.

The athlete did not dispute the analytical validity of the tests but denied intentional use of the substance. The explanation advanced was that the detected substance entered the athlete's system through unintentional transfer, rather than ingestion. This explanation was supported by a combination of circumstantial evidence, expert opinions, and longitudinal testing data.

Following the initial adverse analytical finding, the national anti-doping organisation conducted an extended review, including further urine testing, blood

analysis, and hair testing. These additional examinations failed to demonstrate repeated use, accumulation patterns, or concentration levels consistent with therapeutic or performance-enhancing dosing. Independent expert reports indicated that the detected concentrations were compatible with single or indirect exposure rather than systematic use.

A key aspect of the case was the scientific assessment of alternative exposure routes. Expert evidence considered whether intimate contact with another person using prescribed medication containing TMZ could plausibly explain the findings. While the experts acknowledged scientific uncertainty, they agreed that such transfer could not be excluded, particularly given the exceptionally low concentrations detected and the absence of corroborating indicators of use.

Importantly, the athlete had an extensive history of negative tests both before and after the relevant period, and no evidence was produced suggesting intent, performance enhancement, or concealment. The disciplinary authority ultimately concluded that the evidentiary threshold required to establish an anti-doping rule violation was not met and closed the proceedings without imposing a sanction.

The decision was subsequently challenged before the Court of Arbitration for Sport. CAS upheld the outcome, emphasising that while the principle of strict liability applies, anti-doping organisations still bear the burden of proving, to the comfortable satisfaction of the panel, that a prohibited substance entered the athlete's body in a manner constituting an anti-doping rule violation. In cases involving trace-level detections, scientific ambiguity and the absence of corroborative evidence may prevent that burden from being discharged.

The case is significant for its treatment of low-concentration findings, the role of expert evidence in result management, and the limits of strict liability where alternative explanations remain scientifically plausible.

1.2 Misconduct and Match-Fixing Preventing Unfair Conduct by Athletes in Croatia – Short Overview

Croatia addresses unfair conduct in sport through a combination of criminal law, sports legislation, and disciplinary rules of sports organisations. Together, these mechanisms target both individual misconduct by athletes and broader integrity risks such as match-fixing, corruption, and conflicts of interest.

At the criminal law level, the Criminal Code treats match-fixing, betting fraud, bribery, and related corruption in sport as serious offences. Manipulating competition results or engaging in fraudulent betting schemes can lead to prison sentences, while general corruption offences apply fully to sporting contexts. This reflects a clear policy that integrity violations in sport are not merely internal matters but crimes that harm public trust.

Sports-specific legislation adds a further layer. The Sports Act imposes duties of fair play and ethical conduct on athletes, coaches, and officials, while the Act on the Prevention of Disorder at Sports Competitions allows sanctions for conduct that threatens the integrity of events, including fines, bans from attending matches, and other protective measures. The Sports Act also strictly separates sport from gambling by prohibiting officials and governing bodies from having links to betting operators. Compliance is supervised by the Sports Inspectorate.

In parallel, sports organisations play a key role. National federations and the Croatian Olympic Committee enforce disciplinary rules that allow suspensions, bans, forfeiture of prizes, and exclusion from sport, independently of criminal proceedings. Preventive measures are also emphasised, including education on integrity and betting risks. Where criminal behaviour is suspected, sports bodies are required to co-operate with law enforcement, including specialised prosecutors such as USKOK.

This framework has been tested in practice. The 2010 “Offside” match-fixing scandal led to multiple convictions of players and officials in Croatia, while the international case of Ante Šapina highlighted the

cross-border nature of sports corruption and the need for international co-operation.

1.3 Betting-Related Offences

Betting in Croatia is legal, but tightly controlled. It is regulated by the Gambling Act, under which only operators that have obtained government approval, authorisation from the Ministry of Finance, and a formal concession may lawfully offer betting services. The system is highly supervised: operators must meet strict financial and technical conditions, comply with approved betting rules, and are monitored by the Ministry of Finance, including through real-time oversight.

Player protection is central to the regime. Operators must verify players’ identities, exclude minors, maintain self-exclusion registers, and respect strict advertising limits. Certain forms of betting – such as on political elections – are prohibited, and ownership links between betting operators and sports clubs competing at the same level are banned to prevent conflicts of interest.

Sports law adds a further layer of restrictions. The Sports Act prohibits officials and persons managing sports organisations from having links to betting operators. National federations build on this by banning athletes, referees, coaches, and officials from betting on competitions within their own sport, especially where they could influence outcomes. Breaches are handled through disciplinary proceedings and may result in suspensions, fines, or bans, with the aim of protecting sporting integrity rather than criminalising betting itself.

While Croatia does not have a formal public system for routine information exchange between federations and betting operators, it follows international integrity standards. Betting operators must report suspicious activity to regulators and law enforcement, and sports bodies co-operate through international integrity networks. In practice, safeguarding integrity relies on shared responsibility between public authorities, betting operators, and sports organisations.

Recent integrity cases also show that betting-related offences depend not only on the conduct itself, but on whether disciplinary bodies have jurisdiction over

the individual at the relevant time. Changes to integrity rules – such as limits on how long former participants remain subject to disciplinary authority – can be decisive, highlighting the importance of clear and lawful jurisdiction in betting-related sport cases.

1.4 Disciplinary Framework

Disciplinary Proceedings in Sport: From Initiation to Enforcement

Disciplinary proceedings in sport usually begin once a potential breach is identified, whether through a positive doping test, a formal report or complaint, supervisory checks, or indicators linked to betting irregularities or threats to sporting integrity. Once a suspicion arises, the competent sports federation or anti-doping body must act under its regulations and applicable anti-doping rules.

The athlete – and, where relevant, coaches or medical staff – is formally notified and informed of the allegations and procedure. In serious cases, especially doping matters, a provisional measure such as a temporary suspension may be imposed while the case is examined. The disciplinary body of the federation then conducts the proceedings, during which the athlete has full defence rights, including the right to be heard, to submit evidence, and to challenge the allegations.

After reviewing the evidence, the disciplinary body issues a reasoned decision. If a violation is established, sanctions may include suspensions or bans, forfeiture of results or prizes, loss of athlete status, and, in some cases, financial penalties or bans from sporting functions. Athletes have the right to appeal within the federation or, where allowed, before a competent authority, in line with statutory and regulatory time limits.

Once final, decisions are enforced by the federation. The process is subject to external oversight, as sports inspectors may review the legality of disciplinary actions and order corrective measures if rules have been breached.

2. Commercial Rights

2.1 Sports-Related Rights

Commercial Sports Rights in Croatia (Beyond Sponsorship and Broadcasting)

In Croatia, sports organisations generate commercial income through merchandising, hospitality, and ticketing, all of which are governed by general commercial, tax, and public order laws rather than sport-specific regulation.

Merchandising, such as the sale of club-branded products, is permitted if allowed by a club's statutes and is subject to standard tax rules. Hospitality services at sports venues may be operated directly by clubs or through partners, provided general hospitality regulations are met.

Ticketing is a core commercial activity linked to event organisation and is subject to public safety rules, including restrictions on sales to individuals subject to stadium bans. Secondary ticket resale is regulated only by general consumer law, while illegal resale or sales above face value may result in fines. Enforcement relies on ticket controls, surveillance, and public safety measures.

2.2 Sponsorship Terms

In Croatia, sponsors use sport primarily to increase brand visibility and consumer trust by associating their products with successful athletes, teams, and sporting events. Branding appears on jerseys, equipment, venues, and digital platforms, while higher-tier sponsorships often allow the use of athletes' names, images, and results in marketing campaigns. Fan engagement is a key objective, achieved through joint promotions, digital content, and prize campaigns that link sporting loyalty with commercial outcomes.

Sports rights-holders attract sponsors by leveraging sporting success, audience reach, and reputation. They offer structured sponsorship packages with defined commercial rights, exclusivity, and branding opportunities.

Sponsorship agreements in Croatia typically define the sponsor's category, the scope of commercial rights, and the financial contribution. They regulate

how brands may use names, images, and results, as well as where and how branding appears. The agreements also set out the obligations of the sports rights-holder, the duration of the relationship, termination conditions, exclusivity clauses, and dispute resolution mechanisms.

Where sponsors have access to personal data, contracts must include clear data protection provisions. Overall, while Croatian sports law provides the general framework, sponsorship relationships are largely shaped by contract practice and must comply with both national and EU data protection rules.

2.3 Broadcasting Rights

In Croatia, television broadcasters primarily profit from sports broadcasting rights through advertising and subscriptions. Advertising during live sports – commercials, sponsorships, and product placement – is a major revenue stream, but it is tightly regulated: hidden advertising is prohibited, certain products are restricted, and violations carry significant fines. Private broadcasters such as Arena Sport or MAXtv also rely heavily on pay-TV models, offering exclusive sports content within subscription packages and monetising it further through streaming and on-demand services. The public broadcaster HRT combines advertising revenue with the mandatory licence fee, while operating under stricter legal limits on commercial activity and an obligation to make unused exclusive rights available to others.

Sports rights-holders increase the value of broadcasting rights by packaging them strategically. Rights are usually sold in multi-year bundles and almost always on an exclusive basis, which gives broadcasters commercial certainty and justifies higher investment. Sales are conducted through international tenders, direct negotiations, or hybrid processes. A typical example is the sale of Croatian Football League (HNL) rights, which ultimately ended with Arena Sport as the exclusive broadcaster after several intermediary transactions.

Broadcasting contracts also implicitly grant access to stadiums and arenas, allowing the rights-holder exclusive entry for filming and live transmission. At the same time, the law guarantees other broadcast-

ers limited access to events of major public interest for short news reports, provided they cover the actual costs.

From an intellectual property perspective, broadcasters enjoy exclusive rights over their programme signals, including broadcasting, rebroadcasting, recording, and digital distribution. These rights are territorially fragmented, meaning online and cross-border uses must be cleared separately for each jurisdiction. Special rules apply to HRT through collective licensing arrangements. Finally, Croatian media law requires that events of major social importance – such as the Olympic Games or World Cup finals – remain available on free-to-air television, ensuring public access regardless of pay-TV exclusivity.

3. Sports Events

3.1 Proprietary Rights and Event Management

In Croatia, sports events are not subject to ownership rights in the strict, property law sense. There is no “ownership” of a sports event comparable to ownership of land or goods under the Constitution or property law. Instead, sports events are protected indirectly, mainly through intellectual property rights – such as broadcasting rights and trade marks – and through contractual arrangements.

Event organisers (clubs, federations, associations, or companies) control how an event is accessed, recorded, and commercially exploited by combining intellectual property rights with contracts. Broadcasting and recording rights are typically licensed to media partners, while unauthorised recording or distribution may constitute a legal infringement. Access to venues is governed by the organiser’s rules, stadium regulations, federation rules, and ticket terms. Organisers decide who may enter and under what conditions (spectators, journalists, camera crews), and are legally required to deny access to persons subject to stadium bans or security measures.

Several areas of legislation apply alongside sports and IP law. Consumer protection rules govern ticket sales, advertising, and spectator services, including refunds

if an event is cancelled. Contract law regulates relationships between organisers, athletes, spectators, and third parties, including liability for damage. Sports law sets the framework for competitions and the rights and duties of athletes, clubs, and federations, while public-order legislation imposes safety obligations and sanctions related to crowd control and violence.

Sports events are primarily organised by clubs and national federations, with umbrella bodies involved in major international competitions. Organisers are responsible for safety, ticketing, competition delivery, and compliance with both legal requirements and sporting regulations. Participation is limited to properly registered athletes and clubs under federation rules, while spectators' access is subject to ticket conditions and security restrictions. Certain individuals, particularly those convicted of serious offences, may be legally excluded from participating in or working within the sports system.

3.2 Duty of Care and Liability

In Croatia, organisers of sports events owe a clear legal duty of care to everyone involved, especially spectators, athletes, and staff. This duty stems mainly from public-order legislation on preventing violence at sports events and from general contract and tort law. Organisers must assess the risk of disorder or violence in advance and take all necessary preventive measures, in close co-operation with the police. Because sports events are considered activities involving increased risk, organisers can be held objectively liable for damage suffered by spectators if safety has not been adequately ensured.

In practical terms, this means providing an adequate number of stewards and security staff, complying with police instructions, enforcing access controls, and, if necessary, suspending or terminating an event in cases of serious crowd disorder. Failure to meet these obligations can result in administrative fines as well as civil liability for damages.

The organiser's liability can only be limited in narrow circumstances. Responsibility may be reduced or excluded if the damage was caused exclusively by a third party or by the injured person themselves, and only if the organiser can prove that all legally

required safety measures were taken. Liability cannot be excluded for failures in security organisation, nor for damage caused intentionally or through gross negligence. Disclaimers printed on tickets have very limited legal effect and do not relieve organisers of responsibility for safety failures.

Athletes may also be liable towards spectators in specific situations. If an athlete intentionally or through serious misconduct causes harm to a spectator, they may be personally liable under civil law, potentially alongside the organiser. Such conduct can also trigger disciplinary sanctions under sports regulations and, in serious cases involving violence or injury, criminal liability.

To prevent violence and disorder, Croatian law prescribes detailed safety measures: mandatory risk assessments, co-operation with police, stewarding services, ticket and access controls, bans on dangerous items and intoxicated persons, technical measures such as video surveillance, limits on ticket numbers where required, and structured co-operation with supporter groups. Breaches of these obligations can lead to substantial fines for organisers and responsible persons, while acts of violence may result in criminal sanctions, including imprisonment.

4. Corporate Structures

4.1 Legal Forms of Sporting Bodies

In Croatia, most sports bodies, whether clubs, federations, or umbrella organisations – are established as associations. This applies across the system, from grassroots and amateur sport to national governing bodies. The main exception concerns professional clubs, which may also operate as sports joint-stock companies.

Amateur and semi-professional clubs are almost always organised as associations. This form reflects their non-profit character: any surplus must be reinvested into sporting activities such as training, competitions, or infrastructure. Associations are also easier and cheaper to set up and manage, which suits clubs with limited resources, and they offer a level of

transparency that aligns well with the use of public funding.

Professional clubs have more flexibility. They may remain associations, but they can also be established as, or transformed into, sports joint-stock companies, particularly at the highest competitive levels. The corporate form allows for greater professionalisation, easier access to investors and sponsors, and more efficient management of significant commercial revenues. In practice, top-tier football clubs are often joint-stock companies, while lower-league and amateur clubs remain associations.

Sports federations and umbrella bodies – such as national, regional, or local federations and organisations like the Croatian Olympic Committee – must be established exclusively as associations. This is a legal requirement and reflects their non-profit role, public-interest mission, and co-ordinating function within the sports system. The association model supports democratic governance, member participation, and financial transparency.

Other legal forms exist but play a marginal role. Institutions may be used for specific purposes, such as sports centres or academies, while commercial companies can be set up for ancillary business activities. However, these are not used as the primary legal form for clubs or federations.

4.2 Corporate Governance Codes

In Croatia, there is no single, sport-specific corporate governance code laid down by law that applies across the entire sports sector. Instead, governance standards are shaped by a mix of general legislation and internal sports regulation. The Sports Act sets basic requirements on organisation, transparency, supervision, and ethical conduct, while national federations and umbrella bodies regulate governance in more detail through their statutes and internal rules. These often function as *de facto* governance codes, covering issues such as conflicts of interest, integrity, and accountability.

For professional clubs operating as joint-stock companies, general corporate governance codes apply in the same way as for other companies, especially if

their shares are listed on a regulated market. In such cases, clubs must report on their compliance with governance standards, and failures can lead to regulatory action, liability of board members, or, in serious cases, criminal responsibility. Sports associations and federations are not formally subject to these corporate codes, but they remain bound by statutory duties of transparency and good governance, with sanctions ranging from internal disciplinary measures to loss of public funding or official recognition.

Croatian sports law also imposes particularly strict “fit and proper” rules for owners, directors, and senior officials. Individuals convicted of certain criminal offences, involved in betting activities, acting as agents, or managing multiple clubs in the same sport are barred from holding office. If such incompatibility arises, the organisation must immediately remove the person concerned. Office-holders are under a general duty to act diligently, lawfully, and in the best interests of the organisation and the integrity of sport, with disciplinary, civil, and even criminal liability for breaches.

Finally, while insolvency is not directly sanctioned by statute with sporting penalties, national federations routinely address it through competition rules. In practice – especially in football and basketball – clubs facing bankruptcy or serious financial non-compliance may be punished with points deductions, exclusion from competitions, or relegation. This reflects a broader governance approach in Croatian sport, where financial discipline is enforced primarily through sporting regulation rather than general insolvency law.

4.3 Sport Funding

Sport in Croatia is financed through a mixed model that combines public funding with private and self-generated income. The backbone of the system remains public money, complemented by sponsorship, membership fees, and commercial revenues, especially at the professional level.

At the national level, funding for sport is provided from the state budget, primarily from general revenues and, very importantly, from earmarked proceeds of gambling activities, which the government partially redirects to sport. Additional public funding comes from EU funds and special state programmes, such

as those supporting school sport, parasport, or strategic development projects. Alongside this, cities and counties play a major role by financing local clubs, sports communities, infrastructure, and grassroots programmes from their own budgets.

Private and own-source funding is also significant. Clubs and federations generate income through ticket sales, membership fees, participation fees, sponsorships, donations, merchandising, marketing activities, and, in professional sport, broadcasting and commercial rights. While these sources are crucial for elite sport, they rarely replace public funding at the amateur and youth levels.

The distribution of public funds is regulated by the Sports Act and takes place through structured programmes at state, regional, and local level. National programmes are adopted by the ministry responsible for sport and implemented partly through umbrella bodies such as the Croatian Olympic Committee, which allocate funds for elite sport, youth development, scholarships, anti-doping measures, and governance standards. Allocation criteria typically include athlete and sport categorisation, development priorities, and compliance with good governance principles.

At local and regional level, municipalities and counties adopt their own programmes for “public needs in sport,” focusing on children and youth sport, recreational activities, clubs and associations, competitions, athlete health protection, and sports facilities. Funding is often awarded through public calls, usually on a co-financing basis, with beneficiaries required to contribute part of the budget themselves.

In practice, most public money flows to grassroots sport and local clubs, while national-level funding supports federations, top athletes, and strategic programmes. Elite athletes may also receive targeted scholarships, awards, and additional financial support based on sporting results.

5. Intellectual Property, Data and Data Protection

5.1 Trade Marks

In Croatia, trade marks are protected through registration under the Trade Mark Act with the State Intellectual Property Office (DZIV). The process is straightforward: applicants usually begin with an availability search, file an application identifying the goods and services, and pay the required fees. DZIV examines the application, publishes it for possible objections, and, if no issues arise, registers the mark. Protection lasts ten years and can be renewed indefinitely. International protection is also available through the Madrid system.

The law excludes marks that are descriptive, generic, misleading, contrary to public order, or that conflict with earlier rights, although a sign that has gained distinctiveness through use may still be registered. Registration gives the owner exclusive rights, enables licensing and enforcement against infringers, and is especially important in sport for protecting identity, merchandising, and sponsorship value.

A trade mark does not need to be used before registration, but it must be genuinely used within five years or it risks revocation. In practice, Croatian sports federations, clubs, and event organisers routinely register names and logos to prevent unauthorised commercial use and to secure brand and sponsorship exclusivity.

5.2 Copyright/Database Rights

Croatia has a fully statutory copyright system, based on the Copyright and Related Rights Act and aligned with EU and international law. Copyright arises automatically upon creation of an original work with an individual character; no registration or formalities are required. Protection covers the expression of a work, not ideas, methods, facts, or official legal texts, and rights belong to the natural person who created the work.

Because there is no copyright register, authorship and the date of creation are proven through evidence such as files, drafts, publications, or witness testimony. The law recognises standard limitations and exceptions, including private use, education and research, quota-

tion, parody, and the lawful use of daily news. Distribution rights are exhausted after the first lawful sale of a copy.

Databases are protected under a dual regime. Original databases are protected by copyright as to their structure, while non-original databases may benefit from a sui generis right if substantial investment was made in compiling them. In sport, this is particularly relevant for match statistics, league tables, and player databases, while recordings of sports events are protected either by copyright (where creative choices exist) or by related rights held by producers and broadcasters.

5.3 Recognising Personality/Image Rights

Croatian law clearly protects image, name, and likeness – often described as “NIL rights” – as part of the broader system of personality rights. This protection is entirely statutory and rooted in codified national and EU law, not in common law doctrines.

At its core is constitutional protection of personal integrity, which extends to a person’s image, name, and likeness. This framework is developed further through several statutes. Media law generally prohibits the use of a person’s image without consent, subject to narrow exceptions such as genuine reporting in the public interest. Civil law treats image and likeness as non-pecuniary personality rights, giving individuals the right to seek injunctions, damages, and other remedies if those rights are infringed. In more serious cases, unauthorised use may also amount to a criminal offence against privacy.

Copyright law overlaps with, but does not override, these protections. Even where a photographer or broadcaster owns copyright in an image or recording, its use must still respect the personality rights of the person depicted. Ownership of the work does not automatically permit commercial exploitation of someone’s likeness.

Croatian courts consistently regard image, name, and likeness as absolute rights. They may prohibit further use, award compensation, and, in certain cases, allow close relatives to enforce protection for a limited period after death. At the same time, the law recognises clear limits: use without consent is allowed for

legitimate journalistic reporting, satire, or caricature, and claims for non-pecuniary damage are subject to limitation periods.

In sport, these rules have particular significance. Athletes may appear freely in news coverage of competitions, but any commercial or promotional use of their image, name, or likeness – such as advertising, sponsorships, or merchandise – requires explicit authorisation. Unauthorised commercial exploitation can therefore give rise to civil claims and injunctions under Croatian law.

5.4 Protecting Personality/Image Rights

In Croatia, athletes’ image, name, and likeness (NIL rights) are protected primarily through statutory law rather than common law doctrines. Protection is rooted in personality rights, copyright-related rules, and specific provisions of sports and media legislation, making the system codified rather than judge-made.

While Croatian law does not recognise passing off as a standalone doctrine, similar protection exists through rules on misleading commercial practices and unfair competition. Businesses that falsely imply an athlete’s endorsement or exploit an athlete’s reputation for commercial gain without consent may be ordered to stop such practices and pay damages. In this way, courts effectively protect the commercial value of an athlete’s image, similar to the concept of a right of publicity.

Enforcement typically starts with a cease-and-desist letter, followed by civil proceedings before ordinary or commercial courts, with interim measures available if needed. Limits apply where images are used for genuine journalistic reporting in the public interest, and contractual transfers of image rights to clubs or sponsors may affect enforcement. Overall, the Croatian framework – closely aligned with EU law – provides robust statutory protection of athletes’ NIL rights in both personal and commercial contexts.

5.5 Licensing

In Croatia, intellectual property in sport is most often exploited through licensing. Sports organisations, clubs, and athletes can grant third parties the right to use their IP – such as trade marks, media content, or

designs – under licensing agreements, creating revenue streams that support sporting activities. This area is governed entirely by statute, primarily through laws on trade marks, copyright and related rights, patents, and industrial design.

In practice, the most commonly licensed rights include club and competition trade marks, broadcasting and audiovisual rights, merchandising designs, and, more rarely, patents for technical innovations. Registered rights are administered by the State Intellectual Property Office, while copyright protection arises automatically upon creation. Licensing agreements typically define scope, duration, territory, exclusivity, and fees, with rights-holders responsible for monitoring and enforcement.

There is a clear divide between professional and non-professional sport. Professional clubs, federations, and elite athletes operate in a commercial environment, regularly licensing media rights, merchandise, sponsorship uses of marks, and athletes' name, image, and likeness. These arrangements can be financially significant but require close legal oversight. By contrast, amateur and university sports bodies usually license IP only to protect identity or support limited merchandising and local media coverage.

Athletes may also license rights independently. While professionals often actively commercialise their image, amateur and student athletes tend to focus on basic protection rather than revenue generation. Overall, Croatian law offers a flexible licensing framework, with the scale of exploitation largely driven by the level of professionalisation in the sport.

5.6 Assignment of IP Rights

In Croatia, intellectual property rights are generally freely transferable. Copyright, trade marks, patents, and industrial designs may be assigned or licensed unless a statute or the contract provides otherwise. Rights-holders may transfer rights in full or grant limited use, subject to legal and contractual limits.

IP rights follow the principle of territoriality, meaning that rights effective in Croatia are governed by Croatian law. Contractual restrictions – such as limits on use, duration, territory, or further transfer – bind

third parties only if they are properly recorded in the relevant public register (for example, trade marks or patents).

There are key distinctions between rights. Economic copyright rights may be transferred, usually in writing, but moral rights (such as the right to be identified as the author) are non-transferable. Trade marks, patents, and designs are freely assignable or licensable, though contracts often restrict sublicensing. Certain assets, such as public archives or protected cultural heritage, are subject to special statutory limits.

Foreign individuals and companies may hold and transfer IP rights in Croatia without nationality-based restrictions. Special rules apply to works created in employment and to collective rights management. In practice, most limits on transfer arise from contract, and to be effective against third parties they must be duly registered.

5.7 Data in Sport

In Croatia, the collection and use of sports data are mainly regulated by the Sports Act and related rules, with the National Sports Information System at the centre. This system brings together registers on athletes, competitions, results, clubs, coaches, facilities, and sports funding, and serves both regulatory and development purposes.

The data covers athlete performance and status, official competition results, organisational records, and sports infrastructure, with sensitive data – such as health information – processed only in limited and legally defined cases. Data is entered and updated by federations, clubs, the Croatian Olympic Committee, and public authorities. Some information is publicly available as open data, while data sharing with other public systems is tightly regulated.

Sports data is widely used for competition management, athlete development, training and scouting, public oversight, and media and digital services. It also supports commercial activities, including licensing to media, betting, and technology companies, and underpins products such as live-score apps, analytics tools, and sponsorship measurement. All use is sub-

ject to strict GDPR compliance, with public datasets anonymised or aggregated.

5.8 Data Protection

In Croatia, data protection in sport is governed primarily by the GDPR, which applies directly to all sports organisations, including clubs, federations, and public bodies, and is supplemented by the national implementing act. Together, these rules form the core legal framework for processing personal data in sport.

The Sports Act adds a sector-specific layer by regulating data collection through the National Sports Information System, which covers athletes, competitions, coaches, finances, and facilities, while expressly requiring full compliance with GDPR standards. Similar safeguards apply to data processed under laws on preventing disorder at sports events, including records relating to spectators and security incidents.

In practice, the GDPR has had a clear impact on sports governance. Organisations must identify a lawful basis for processing, inform athletes and staff transparently, respect data subject rights, and apply heightened protection to sensitive data such as health information. Where required, they must appoint data protection officers and adopt appropriate safeguards. Public access to sports data is limited to anonymised or aggregated information, with oversight by the national data protection authority, making data protection a routine part of sports administration in Croatia.

6. Dispute Resolution

6.1 Role of National Court Systems

As a general rule, parties must first exhaust internal dispute resolution mechanisms provided by sports federations or agreed arbitration bodies before turning to state courts. Where arbitration has been validly agreed, ordinary courts usually lack jurisdiction until that process is completed.

There are important exceptions. National courts may be seized directly in cases involving EU law, criminal matters, or public law issues, and where arbitration is not genuinely voluntary or would undermine effective legal protection. In practice, most sports disputes

are handled internally first, but courts will intervene when necessary to safeguard legal rights and EU law guarantees.

6.2 ADR Mechanisms

In Croatia, sports disputes are usually resolved through alternative mechanisms, used for matters such as contracts, disciplinary issues, transfers, and eligibility. Arbitration is permitted under general arbitration law and is often mandatory under the statutes of sports federations or the Croatian Olympic Committee. Arbitral decisions are binding and enforceable, and the procedure is typically faster and more specialised than court proceedings.

Mediation is also available as a voluntary and confidential option, particularly for less complex disputes or where maintaining relationships is important. It is regulated by general mediation law, and courts may encourage parties to attempt mediation before litigation. Settlements reached through mediation can be made enforceable.

In addition, sports organisations usually require parties to exhaust internal disciplinary and appeals procedures before turning to arbitration or courts. Only after these internal mechanisms are used can external remedies be pursued. Where disputes are not purely sporting – for example, consumer or contractual matters – general ADR mechanisms under Croatian law may also apply.

6.3 Sanctions, Remedies and Challenges

In Croatia, sports federations are legally empowered to impose sporting and financial sanctions on their members through their statutes and regulations, as provided by the Sports Act. These powers cover competition rules, disciplinary responsibility, and the rights and duties of clubs and athletes. Sanctions may include suspensions, fines, points deductions, exclusion from competitions, and bans, and must be set out in publicly available rules. Federations are also required to discipline misconduct related to crowd disorder, independently of any criminal or misdemeanour proceedings.

Sanctions are imposed by internal disciplinary bodies and can be challenged through legal remedies.

Affected parties normally have the right to appeal within the federation, and after exhausting internal remedies may turn to sports arbitration if provided for by the applicable rules. External judicial protection remains available: administrative courts review decisions involving public powers, civil courts hear contractual and financial disputes, and the sports inspectorate may intervene in cases of illegality. As a rule, internal remedies must be exhausted before court proceedings, subject to limited exceptions for urgent or fundamental rights issues.

7. Employment Contracts and Rights

7.1 Sports-Related Employment Contracts

In Croatia, the relationship between sports organisations – clubs and federations – and athletes is governed primarily by the Sports Act and the internal rules of national federations. The law clearly distinguishes between professional and amateur athletes and allows different contractual models depending on status and level of competition.

Professional athletes may be engaged either under an employment contract or through a professional playing contract if they operate as self-employed. Where an employment contract exists, certain labour law rules (such as those on fixed-term work, working time, termination, and severance) do not apply automatically and are instead governed by the individual contract with the club. These contracts are registered with the national federation for record purposes, but their validity does not depend on federation approval. Contracts are negotiated individually; standardised league-wide agreements are uncommon.

Amateur athletes are not employees. They may receive scholarships or allowances – up to EUR24,000 per year and generally until the age of 24 – but without an employment relationship. Transfers of amateur athletes are normally free of charge, except for limited training compensation when they turn professional. Athletes may also compete as independent professionals through a trade or liberal profession.

Athletes are categorised based on sporting results, which affects eligibility for state-funded contributions,

scholarships, and awards. Croatian law does not impose salary caps; remuneration is contract-based, although some federations may set limits at amateur or lower levels.

Transfer rules are set by federations but remain subject to state oversight and competition law. Clauses forcing athletes to accept renewals, allowing unilateral extensions, or threatening suspension for refusal are void. Non-compete clauses are permitted only if proportionate. Most clubs are organised as associations, with limited use of corporate forms, and athlete pay is typically funded through club revenues, sponsorships, and public-interest sports programmes.

7.2 Employer/Employee Rights

Sports federations in Croatia are organised as associations with public powers under the Sports Act. As legal entities, they are subject both to sport-specific rules and to the general law on associations. From an employment perspective, this means that labour law applies to federations in the same way as to other employers, unless the Sports Act provides otherwise.

For federation staff – such as administrative employees, coaches, and technical personnel – the Labour Act applies in full. Their employment relationships are governed by standard employment contracts, including rules on working time, termination, severance, and workplace safety, and federations are fully liable for these obligations with all their assets.

Professional athletes are treated differently. When an athlete is employed by a club, certain labour law protections – such as rules on fixed-term contracts, notice periods, severance, and working time – do not apply automatically and are instead governed by the individual agreement with the club. These contracts must be registered with the national federation, although federations are not the athletes' employers and act mainly in a regulatory and supervisory capacity.

The law provides important safeguards. If a club becomes insolvent or if a dispute arises over a so-called self-employed athlete's contract, the relationship may be reclassified as employment, giving the athlete access to labour law protection. Federations

also regulate disciplinary matters, licensing, and eligibility through their internal rules.

In practice, disputes most often concern unpaid remuneration, unlawful contractual clauses, and termination of contracts. Clauses forcing athletes to accept renewals, allowing unilateral extensions, or threatening suspension for refusal, are expressly void. Collective bargaining is largely absent from Croatian sport, so most disputes are resolved individually through courts or arbitration – particularly outside men's professional football, where civil law contracts remain common and often blur the line with employment relationships.

7.3 Free Movement of Athletes

In Croatia, sports federations are generally free to regulate the participation of foreign athletes in domestic competitions. The Sports Act grants federations broad autonomy to set eligibility rules, including limits on foreign players, provided immigration and employment rules are respected. In practice, many federations – especially in football and basketball – set caps on the number of foreign players a club may register or field.

This autonomy is limited by EU law. Restrictions based on nationality cannot be applied to EU citizens in breach of the free movement of workers, as established in the Bosman case. As a result, limits on EU players are likely unlawful, while restrictions on non-EU athletes are generally permitted, subject to anti-discrimination principles.

Separately, foreign athletes must comply with residence and work rules. EU and Swiss nationals face minimal formalities, while athletes from third countries typically require residence and work permits, with some procedural flexibility in specific sporting contexts.

8. Women's Sport

8.1 Development and Growth of Women's Sport

Croatian female athletes have long been successful in individual sports such as athletics, skiing, tennis, rowing, and combat sports, while women's team sports – particularly handball, volleyball, and basketball –

maintain stable national leagues and regular participation in European competitions.

In recent years, visibility has improved gradually. Public and commercial broadcasters now more consistently cover major international women's events, and domestic federations, together with the Croatian Olympic Committee, have launched initiatives aimed at promoting female athletes and gender equality in sport. Hosting international women's competitions, such as world-level indoor hockey events, has also helped boost local interest and attendance.

Commercially, women's sport in Croatia is still developing. Media rights are usually bundled with men's competitions rather than sold separately, and sponsorship deals tend to be modest and often linked to broader federation partnerships rather than individual leagues or clubs. However, audience engagement – especially through digital platforms and social media – has increased, and global trends in women's sport are beginning to influence domestic strategies.

Overall, women's sport in Croatia is moving forward in terms of participation, performance, and recognition, but its growth remains largely institution-driven rather than market-led. The main trend is gradual professionalisation and improved visibility, with unbundled rights, larger sponsorships, and higher attendances still representing the next stage of development rather than the current norm.

8.2 Organisations and Initiatives to Promote Women's Sport

Women's sport development in Croatia is largely driven by co-ordinated institutional and EU-funded initiatives rather than commercial leagues. At the centre of these efforts is the Croatian Olympic Committee, which has made gender equality a strategic priority and actively supports programmes aimed at visibility, leadership, and governance.

One of the most visible initiatives is Voice of Women in Sport, run with the national media regulator to improve how female athletes are represented in the media and to increase coverage of women's competitions. Alongside this, EU-funded projects such as Women4Sport and SCORE focus on empowering women off the field

– through leadership training, governance workshops, and support for female coaches, particularly in smaller or remote communities.

Croatia is also involved in Erasmus+ projects like ReFrame Women in Sport, which tackle gender bias in sports media and storytelling, while civil-society platforms such as the Croatian Women's Network help connect successful women in sport with broader professional and international networks.

Taken together, these initiatives reflect a structured, policy-driven approach to women's sport in Croatia. The emphasis is less on professional leagues and media rights, and more on long-term change: increasing participation, strengthening leadership pathways, and improving how women's sport is perceived and valued across the system.

9. Esports

9.1 Development and Growth of Esports

In Croatia, esports is still not formally recognised as a sport under the Sports Act. The law regulates traditional sports, competitions, and public funding, but it does not list esports or virtual sports as a separate category. Official recognition depends on sport categorisation criteria such as mass participation, organisational structure, and international standing, and esports has not yet been included in the system of recognised sports overseen by the Croatian Olympic Committee. As a result, esports operates outside the formal sports system and has no access to public sports funding.

Despite this, esports has developed quickly. Croatia has seen steady growth in teams, leagues, and tournaments, particularly among younger participants, with Croatian players and teams regularly competing internationally. Dedicated gaming and esports venues now exist in major cities, and media coverage of major tournaments has become more common, even though public broadcasters have no specific legal obligation to cover esports.

A central role in structuring the scene is played by the Croatian eSports Federation (HESS). Although it is not recognised as a national sports federation under

the Sports Act, HESS functions as the main umbrella body for esports in Croatia. It organises national competitions, sets basic competitive standards, represents Croatian esports internationally, and acts as the primary institutional voice of the esports community. Its activities have helped professionalise the scene and provide continuity in the absence of formal state recognition.

For now, esports in Croatia relies almost entirely on private funding, sponsorships, and participation fees. Given its continued growth in participation, audiences, and economic relevance, there is increasing pressure for future legal and policy adjustments that would bring esports closer to the formal sports system.

9.2 Key Trends and Notable Deals in Esports

In the past year or so, the Croatian esports scene has continued its steady upward trajectory. Local players have collectively earned over USD2.2 million in international prize money, especially in games like League of Legends.

On the commercial side, new tournament infrastructure and partnerships have developed. For example, international organiser Esport Pro Club launched a Croatian branch based around a dedicated esports arena in Zagreb and will run exclusive competitive leagues locally, signalling stronger ties between global esports operators and the Croatian market.

Institutionally, the Croatian eSports Federation (CeSF) remains an important hub for organising competitions and representing the sector domestically and abroad, while public discourse on the future of esports in Croatia has been growing, including dedicated discussions on the Games Croatia podcast that bring together industry leaders and federation officials.

Another notable development is the expansion of Croatian gaming culture into adjacent business areas: the gaming café brand Friendly Fire signed a historic franchise deal to open 100 new locations across several European countries, highlighting how gaming and esports-related retail and social spaces are becoming significant commercial exports from Croatia.

10. NFTs, AI and the Metaverse

10.1 Non-Fungible Tokens (NFTs)

Legal Framework, Market Practice and Sport

In Croatia, NFTs are not regulated as a separate legal category. Instead, they fall within the broader concept of crypto-assets and, since 30 June 2024, are primarily governed by the EU Markets in Crypto-Assets Regulation (MiCA). Croatia applies MiCA through national legislation on supervision and enforcement, with regulatory oversight shared mainly between the Croatian Financial Services Supervisory Agency (HANFA) and the Croatian National Bank (HNB). In practice, most NFTs – where they represent unique digital rights such as artwork, collectibles, or access rights and do not qualify as e-money or asset-referenced tokens – fall under HANFA's supervision.

Issuers and service providers dealing with NFTs must comply with transparency, consumer protection, and anti-money laundering rules. Market participants and consumers may also file complaints with the competent authority if regulatory breaches are suspected.

The Croatian NFT market is still relatively small and emerging, especially compared to global markets. Activity to date has focused mainly on digital art, collectibles, and early experiments in sport. There are no specific legal barriers to issuing, buying, or selling NFTs in Croatia, provided EU and national regulatory requirements are met.

In sport, NFTs are increasingly explored as tools for fan engagement and commercial innovation. Typical uses include digital collectibles (such as tokenised cards, highlights, or commemorative items), NFT-based ticketing to reduce fraud and control resale, and access tokens granting exclusive content, promotions, or fan participation. While Croatia has not yet seen a flagship NFT sports project, clubs in Croatia and the wider region – particularly in football – have tested or announced NFT initiatives aimed at fans and sponsors.

NFTs offer clear opportunities for Croatian sports organisations, including new revenue streams, stronger fan engagement, improved transparency through blockchain verification, and access to global audi-

ences. At the same time, they carry legal and practical risks. Regulatory uncertainty remains, anti-money laundering and fraud risks are heightened, and intellectual property issues are critical, as NFT ownership does not automatically transfer copyright. In addition, certain institutional investors are legally restricted from investing in crypto-assets, including NFTs.

Overall, NFTs in Croatia sit at the intersection of innovation and regulation: legally permitted and increasingly explored in sport, but still requiring careful structuring and compliance as the regulatory landscape continues to evolve.

10.2 AI

In Croatia, artificial intelligence in sport is not regulated by a specific national law but is instead governed by general sports regulation and broader EU rules on data protection, technology, and integrity. The Sports Act does not mention AI, but its obligations on data protection, database management, and sporting integrity are directly relevant to AI-driven tools such as performance analytics, video analysis, and biometric monitoring.

The key legal framework comes from the EU level. Since August 2024, the EU Artificial Intelligence Act applies in Croatia, classifying AI systems by risk rather than by sector. Many AI uses in sport – especially those involving biometric data, health, or automated decision-making – may qualify as high-risk, triggering strict requirements on transparency, human oversight, accuracy, and security, while certain practices are prohibited altogether.

In practice, AI is already being used in Croatian sport in line with wider European trends. Clubs and organisations apply AI for performance analysis, injury prevention, training optimisation, fan engagement, marketing, and, increasingly, officiating and competition management.

10.3 The Metaverse

In Croatia, the metaverse is still at an early and largely experimental stage, particularly in the sports sector. Current activity is mostly limited to pilot projects, digital presentations, virtual events, and experimental ini-

tiatives, often developed with technology partners or through international platforms.

Where used, the metaverse serves primarily as a tool for digital engagement rather than a substitute for traditional sporting activity. Potential applications include virtual sports events and broadcasts, virtual fan zones that allow supporters to interact through avatars, and immersive marketing spaces for sponsors and brands. Sports organisations have also explored educational uses, such as virtual training environments for athletes, coaches, and referees, as well as virtual museums showcasing sporting history and achievements.

The metaverse offers clear opportunities, including new revenue streams from digital products and virtual tickets, global fan reach, and more interactive fan experiences. It can also support education and professional development through advanced simulations and digital tools.

At the same time, legal and practical risks remain. The absence of specific regulation creates uncertainty, particularly around data protection, intellectual property, and liability for digital content. Security and privacy concerns, technical barriers, and unclear rules on branding and sponsorship rights further complicate adoption.

Trends and Developments

Contributed by:

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Badžim Law Practice is a boutique law firm based in Zagreb, Croatia (EU), operating as a sole practitioner model supported by a wide and carefully curated network of national and international horizontal co-operations, allowing the firm to tailor a bespoke team for each case or project. The practice is highly specialised in sports law, with extensive experience in both court and out-of-court representation, including proceedings before leading international sports tribunals such as CAS, BAT and FIFA. The firm regularly

advises on sports contracts, regulatory compliance, broadcasting and media rights, M&A transactions in sport, and the protection and commercial exploitation of athletes' image rights, as well as related areas of commercial and arbitration law. Recent and ongoing work includes advising and representing prominent institutional clients such as the Croatian Olympic Committee, the Croatian Handball Federation, the Croatian National Anti-Doping Organization (NADO), and the International Handball Federation.

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The Role of Croatian Insolvency Law in the Sporting Succession Debate

Any discussion of sporting succession in Croatia must take into account the structure and logic of Croatian insolvency law. Unlike football regulations, Croatian bankruptcy law is designed to provide legal certainty, finality, and equal treatment of creditors. It does not recognise sporting succession as a legal category, nor does it allow liabilities to survive insolvency without a clear statutory or doctrinal basis.

The Croatian Bankruptcy Act establishes a comprehensive framework governing the consequences of insolvency, including the treatment of claims, the extinction of obligations, and the legal fate of insolvent entities. Within this framework, the starting point is straightforward: once a legal entity has completed bankruptcy proceedings and is deleted from the court register, it ceases to exist, and its remaining obligations are extinguished, unless the law expressly provides otherwise.

This principle is central to understanding why sporting succession raises sensitive legal questions in the Croatian context. From the perspective of domestic law, insolvency is not merely a financial failure but a legally regulated endpoint. Allowing liabilities to be reallocated after that endpoint, based solely on sporting or symbolic continuity, risks undermining the integrity of the insolvency system itself.

Bankruptcy proceedings and the fate of creditors' claims

Croatian insolvency law places strong emphasis on the collective nature of bankruptcy proceedings. Creditors are required to actively participate by filing their claims within prescribed deadlines. Claims that are not duly reported cannot be satisfied from the bankruptcy estate.

This system reflects a deliberate policy choice. Bankruptcy is intended to be a single, comprehensive forum for resolving all claims against an insolvent debtor. Once that process is concluded, legal certainty demands that the outcome be respected. The law deliberately avoids fragmented or subsequent enforcement mechanisms that would allow individual creditors to circumvent the collective process.

From this perspective, any mechanism that allows claims to be pursued outside or after bankruptcy, against a different legal entity, sits uneasily with the core logic of the system. This tension becomes particularly visible in football cases, where sporting bodies may seek to enforce unpaid claims through regulatory tools rather than through the insolvency process itself.

While sports regulation frames such enforcement as disciplinary rather than civil, the practical effect can resemble a reassignment of liability. For Croatian law, the concern is not merely formal but systemic: if bankruptcy does not conclusively resolve liabilities, its function as a stabilising legal institution is weakened.

New clubs, old identities and legal discontinuity

In practice, football clubs often reappear after insolvency in a new legal form. They may adopt the same name, colours, stadium, and historical narrative as their predecessor. To supporters and local communities, continuity may appear obvious and even desirable.

Under Croatian law, however, such continuity does not automatically translate into legal responsibility. The mere fact that a new club adopts the sporting identity of a former club does not, by itself, create an obligation to assume historic debts. Legal personality, not sporting identity, remains the decisive criterion.

Legal responsibility may arise only in specific circumstances. These include situations where there is formal legal continuity, such as a merger, universal succession, or other status transformation, or where it can be demonstrated that the new entity was created with the deliberate aim of avoiding the obligations of the old one.

Absent such circumstances, Croatian law treats the new club as a distinct legal person, even if its sporting identity suggests otherwise. This position reflects a broader commitment to formal legal certainty over contextual or symbolic assessments of continuity.

Abuse of rights as an exception, not the rule

Croatian law does provide corrective mechanisms to address abusive behaviour. One such mechanism is

the prohibition of abuse of rights, which allows courts to look beyond formal legal structures where they are used to circumvent legal obligations.

In the context of football, this doctrine may be invoked where a so-called “phoenix club” is created with the clear intention of shedding debts while preserving all economic and sporting benefits. In such cases, creditors may attempt to establish liability by demonstrating co-ordinated conduct, continuity of control, and a lack of genuine economic separation.

However, Croatian courts apply this doctrine cautiously. The burden of proof is high, and the existence of sporting continuity alone is not sufficient. This reflects a broader concern that overuse of abuse-based reasoning would undermine the predictability of company and insolvency law. Abuse remains an exception, not an alternative route to re-imposing extinguished obligations.

Sporting succession versus legal succession

This cautious approach contrasts with the logic applied in international football regulation. FIFA and CAS distinguish between legal succession, which follows national law, and sporting succession, which is assessed according to regulatory criteria focused on identity, continuity, and public perception.

Recent CAS jurisprudence illustrates this divergence particularly clearly. In CAS 2024/A/10308 (*AO Xanthi*), the panel upheld FIFA’s finding of sporting succession based primarily on identity markers such as name, colours, logos, historical narrative, and fan perception. Crucially, the panel emphasised that sporting succession operates independently of national corporate law and serves regulatory, not civil, objectives.

At the same time, the award acknowledged an important limitation: the treatment of insolvency depends on the nature of the procedure involved. The panel drew a distinction between formal bankruptcy proceedings governed by national insolvency law and other forms of liquidation or regulatory dissolution. Where a club has undergone a genuine bankruptcy process, CAS jurisprudence has been more reluctant to impose sporting succession, particularly if creditors failed to assert their claims in that process.

Under Croatian law, this distinction is critical. Formal bankruptcy proceedings are accompanied by procedural safeguards, creditor participation, and judicial oversight. Treating such proceedings as legally equivalent to regulatory or administrative liquidations risks blurring a line that is foundational in domestic law.

The importance of creditor conduct

An additional point of convergence between Croatian insolvency law and CAS jurisprudence lies in the expected conduct of creditors. Both systems emphasise that creditors must act diligently and proactively.

If a player or coach fails to assert their claim in bankruptcy proceedings, Croatian law treats this as a forfeiture of the opportunity to recover from the insolvency estate. Similarly, CAS panels have increasingly considered whether a creditor acted promptly and responsibly when assessing claims against alleged successor clubs.

In the *AO Xanthi* case, particular weight was placed on the fact that the player had actively pursued his claim and could not reasonably have participated in a bankruptcy procedure, as no such procedure existed in the strict sense. This reasoning implicitly confirms that where a formal bankruptcy does exist, creditor inaction may be decisive.

This shared emphasis on creditor diligence strengthens the argument that sporting mechanisms should not be used to compensate for inaction within the insolvency process.

Lessons from international sports arbitration

Recent CAS case law demonstrates a growing awareness of the limits imposed by national legal systems. Panels have increasingly distinguished cases involving formal bankruptcy proceedings from those involving mere sporting continuity without insolvency.

This distinction is particularly relevant for Croatia. Where a club has undergone a formal bankruptcy under Croatian law, with clear procedural safeguards and creditor participation, attempts to impose liability on a successor club may face stronger resistance on public policy grounds.

In this respect, Croatian law and CAS jurisprudence are not fundamentally incompatible. Both recognise that insolvency proceedings carry legal consequences that cannot be ignored without compelling justification. The real tension arises when sporting bodies seek to apply succession concepts developed for non-bankruptcy scenarios to cases involving full judicial insolvency.

Public policy and the limits of sporting autonomy

The concept of public policy serves as the ultimate boundary between private regulation and mandatory law. In Croatia, public policy encompasses constitutional principles, statutory imperatives, and the foundational values of the legal system, including legal certainty and equality of creditors.

If sporting succession were applied in a manner that effectively nullifies the outcome of bankruptcy proceedings, it could be perceived as undermining these values. This is particularly true if liabilities are re-assigned without a clear legal basis or in disregard of creditor hierarchy.

To date, Croatian courts have not been required to rule directly on this issue. Most disputes remain confined to football arbitration, where enforcement relies on sporting sanctions rather than judicial mechanisms. Nonetheless, as financial distress among football clubs increases, the likelihood of a direct confrontation between sporting decisions and national public policy grows.

Systemic risk and regulatory spillover effects

Beyond doctrinal consistency, the interaction between sporting succession and Croatian insolvency law raises broader systemic concerns. If sporting bodies routinely impose successor liability following formal bankruptcy, this may distort the incentives of both debtors and creditors. Clubs may be discouraged from using lawful insolvency mechanisms if financial liabilities are perceived as inescapable, while creditors may strategically bypass insolvency proceedings in the expectation that claims can later be enforced through sporting channels.

From a regulatory perspective, this creates a form of spillover effect whereby private sporting rules indirectly reshape the practical consequences of mandatory national law. While such effects may be tolerated within the closed system of sport, they become problematic when they undermine the predictability of insolvency outcomes relied upon by courts, investors, and public authorities. As sports arbitration bodies increasingly refine the contours of sporting succession, the pressure on domestic legal systems to accommodate these regulatory outcomes is likely to grow.

For Croatia, preserving a clear boundary between insolvency finality and sporting regulation is therefore not only a matter of doctrinal coherence, but also of institutional balance between private autonomy and mandatory law.

An open question for the Croatian market

For now, sporting succession continues to operate within Croatian football largely unchallenged. Arbitration bodies apply FIFA and CAS standards, and clubs comply in order to avoid regulatory sanctions.

Whether this model can withstand scrutiny outside the sporting system remains uncertain. Should a case reach state courts through enforcement or annulment proceedings, Croatian insolvency principles would inevitably come to the forefront.

Until such guidance emerges, stakeholders must navigate a dual system in which sporting identity can carry regulatory consequences that do not always align neatly with national insolvency law. For clubs and investors, this makes sporting succession not merely a legal curiosity, but a material commercial risk.

DENMARK



Law and Practice

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HortenDahl Law Firm is a business-oriented full-service law firm located in Copenhagen, with four more offices in Denmark. Its 400 specialists provide legal advice to clients of all sizes, ranging from large corporations and government agencies to small and mid-sized businesses – locally, nationally and internationally. The firm has experienced increasing de-

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HORTENDAHL

1. Athlete Conduct, Integrity and Enforcement

1.1 Anti-Doping Regimes

Legal Framework and Prohibited Substances

Doping can be a criminal offence in Denmark under the Danish Anti-Doping Act, which prohibits the manufacture, import, export, distribution and possession of specific doping substances (eg, anabolic steroids, testosterone, derivatives and growth hormones), unless they are prescribed by a doctor for medical treatment or used for scientific purposes. Violations of this regulation can result in fines or imprisonment for up to two years.

The use of substances prohibited by the World Anti-Doping Agency is strictly regulated within the governance of sports in Denmark. The Danish Anti-Doping Rules, enforced by Anti Doping Danmark in co-operation with the National Olympic Committee and Sports Confederation of Denmark (DIF), apply to all athletes competing at elite and competitive levels across various sports, including football.

Football players and clubs in Denmark must also adhere to FIFA's Anti-Doping Regulations. In addition, national football regulations, including the standard player contract of the Danish Football Association (DBU), contain provisions mandating compliance with anti-doping rules.

Enforcement and Recent Cases

Disciplinary matters related to doping in Denmark are adjudicated by DIF's Doping Tribunal. Athletes or clubs may appeal tribunal decisions to DIF's Board of Appeal, which serves as the highest judicial authority within the Danish sports system. Further appeals

may be brought before the Court of Arbitration for Sport (CAS).

Denmark has seen very few doping cases in professional football.

In 2024, a Danish badminton player was sanctioned with a 12-month suspension for three whereabouts failures. In 2025, DIF's Doping Tribunal imposed a one-month suspension on another Danish league badminton player following an in-competition positive test for cannabis after a league match.

1.2 Misconduct and Match-Fixing

Legal Framework and Regulatory Measures

In Denmark, the regulation of match-fixing and related integrity issues falls under the jurisdiction of DIF, which has established the "Regulations on the Prohibition of the Manipulation of Sports Competitions and Similar Unethical Conduct", aiming to protect the integrity of sports by preventing, addressing and sanctioning match-fixing and other forms of unethical conduct. These regulations apply to all sports under DIF's governance.

Athletes found guilty of match-fixing can face severe sanctions, including exclusion from all organised sports activities in Denmark.

Whistle-Blower Mechanisms

The Danish Gambling Authority operates the whistle-blower hotline "stopmatchfixing", providing a channel for reporting suspected match-fixing activities. In addition, DIF has established an Ethics Committee with an associated whistle-blower scheme based on governance recommendations.

Football-Specific Regulations

In addition to DIF's general regulations, DBU introduced "Circular No 86" in 2014 to further regulate match-fixing in football and to serve as a supplement to Sections 7 and 27 of DIF's regulations. It sets out specific obligations for players, coaches and officials regarding the prevention of match-fixing, including mandatory reporting and co-operation with investigations.

Enforcement and Recent Cases

Cases of match-fixing in Danish sports are handled by DIF's integrity bodies, which have the authority to impose sanctions ranging from fines to lifetime bans from participation in organised sports.

Danish sports have not experienced many match-fixing scandals. In 2016, the Eastern High Court upheld a sentence of one year's suspended imprisonment and a fine in Denmark's first criminal match-fixing case, concerning the manipulation of two football matches in 2010.

1.3 Betting-Related Offences

Legal Framework and Regulation

The Danish Gambling Act has been adopted to protect individuals by ensuring that gambling is provided in a fair, responsible and transparent manner. For example, the provision of gambling services requires a licence to organise games where participation in the games is subject to the payment of a stake. Subject to meeting the conditions, such licence can be granted by the Danish Gambling Authority.

Betting is subject to compliance with the Gambling Act in Denmark, but sports governing bodies have adopted strict regulations to prevent conflicts of interest and protect the integrity of sports and competitions. DIF oversees betting restrictions under its regulations, which generally prohibit individuals involved in sports from placing bets that could compromise the integrity and fairness of the competitions.

Football-Specific Betting Regulations

In football, DBU Circular No 86 (2014) addresses betting-related concerns in line with UEFA's integrity requirements. Under these rules, individuals covered by the regulations are prohibited from:

- betting on competitions or tournaments in which they are directly or indirectly involved, including betting on their own team to win; and
- abusing insider information by sharing details that could be exploited for betting purposes.

Football players and other individuals covered by the regulation are allowed to place bets on foreign leagues, such as the English Premier League, as long as they do not have a direct or indirect connection to the competition. Betting on Danish football matches is also permitted for football players that are not involved in the relevant tournament.

Proposed Restrictions on Betting Advertising

In December 2025, the Danish government introduced a bill proposing significant amendments to the Danish Gambling Act, aimed at strengthening consumer protection and reducing exposure to betting, particularly in connection with sports. If adopted as expected, the bill will implement measures that form part of a broad political agreement, including extensive restrictions on the marketing of betting services and a ban on gambling advertisements as follows:

- in connection with live sports broadcasts (from ten minutes before the event starts until ten minutes after it ends);
- in public transport; and
- within a defined radius of schools and youth educational institutions.

Furthermore, the proposal seeks to:

- limit the use of influencers and other so-called "authorities" in gambling marketing;
- prohibit the appearance of persons under 25 years of age in gambling advertisements; and
- ban commission-based remuneration models for affiliates linked to players' gambling activity.

The proposal will also prohibit the display of live betting odds during sports events, including during breaks and within the broadcast itself (eg, on-screen live odds). The proposal does not, however, introduce a general ban on gambling sponsorships on match-day shirts or stadium advertising, such as pitch-side advertising, and there are currently no indications of a

similar restriction as adopted by the Premier League in England.

Notable Cases

Betting-related suspensions in Danish football are relatively rare. However, in 2013, a Danish football player was suspended for 12 months and fined for betting on his own matches. In 2016, a Danish football coach was suspended for six months and fined after it was established that, while serving as head coach of a Danish league club, he had placed bets on matches in the competition in which his own club participated.

1.4 Disciplinary Framework

Disciplinary Proceedings in Danish Sports

Sports governing bodies in Denmark enforce disciplinary regulations covering anti-doping, betting and other integrity-related offences, as well as on-field misconduct. Athletes and other relevant individuals provide their contractual agreement to these regulations as a condition of participation in their respective sports.

Each sports federation under DIF must establish a disciplinary committee to handle breaches of its regulations. In football, this body is known as the DBU Disciplinary Body, and handles cases where there is a possible violation of the football regulations. It also handles protests from clubs regarding cards awarded or other matters based on the football regulations.

Decisions from these committees can be appealed to DIF's Board of Appeal, which serves as the highest judicial authority within DIF-governed sports.

In addition, DIF has established specialised tribunals for cases concerning match-fixing, doping and exclusion from sports, which may also be appealed to DIF's Board of Appeal.

Interaction With Ordinary Courts

Although sports governing bodies aim to resolve disputes internally, certain cases may also be subject to review by the ordinary courts if the matter is considered severe and, as such, is also subject to general law in Denmark. A notable example occurred in 2019 when a Danish ice hockey player was suspended for 17 games by the Danish Ice Hockey Union's Disciplinary

Committee for violent conduct during a match. Due to the severity of the incident, a criminal complaint was also submitted in this matter, and the player received a 20-day (suspended) prison sentence from the ordinary courts for violence.

International Sports Regulation

Danish football is also subject to UEFA's regulatory framework, as outlined in Article 32 of UEFA's statutes. UEFA's dispute resolution system includes the Club Financial Control Body, which enforces financial regulations for clubs participating in European competitions. Sanctions for financial breaches can include fines, warnings or exclusion from UEFA tournaments.

At the international level, CAS serves as the ultimate arbitral tribunal for sports-related disputes. It handles both civil and disciplinary cases, including appeals against sanctions imposed by sports governing bodies.

2. Commercial Rights

2.1 Sports-Related Rights

Various commercial rights apply within the Danish sports industry, including regarding merchandising, ticket sales and hospitality packages.

Merchandising

Rights-holders, such as sports teams and federations, seek to capitalise on their brand equity through the sale of branded merchandise. Typically, these rights are commercialised via licensing agreements, allowing licensees or sub-licensees to design, manufacture and sell products incorporating the rights-holder's intellectual property. In exchange, the rights-holder receives licensing fees and royalties based on sales. Trade mark law, the Danish Marketing Practices Act and contractual enforcement play a key role in preventing the unauthorised use of team logos, player likenesses and counterfeit merchandise.

The value and enforceability of merchandising rights have been confirmed through various cases in Denmark, such as the so-called *Leo Vegas* case, where the High Court found that the unauthorised commercial use of red and white jerseys resembling the Dan-

ish national team's kit constituted a violation of the Danish Marketing Practices Act. On the other hand, in the 2024Power case, the High Court found no infringement where the overall visual and commercial association with the national team was considered too weak. These cases illustrate that protection requires a sufficiently strong and direct association with the team's protected identity.

Ticket Sales

Selling tickets to live events remains a fundamental revenue stream for sports organisations and clubs in Denmark. According to Danish law, clubs and event organisers are considered to hold exclusive rights to sell tickets directly to consumers through official platforms, and revenue from ticket sales can be particularly significant for teams that do not benefit from substantial broadcasting income.

Secondary Ticketing Platforms

The resale of tickets on secondary markets in Denmark is governed by the Act on the Resale of Tickets for Cultural and Sports Events, according to which it is illegal to resell tickets for a higher price than the original purchase price, unless an agreement with the event organiser is entered into. Violations of the act are punishable by fines. The act allows for the use of certain administrative fees in the resale price, but it explicitly prohibits profit-driven resale.

Hospitality

Hospitality packages represent a growing revenue stream for Danish sports venues and clubs, which are considered exclusive owners of the rights to offer premium experiences. More and more stadiums have incorporated hospitality facilities to generate additional income and provide high-end experiences for sponsors. There are even examples of third parties trying to ambush hospitality areas against payment to the third party. This may be a breach of the Danish Marketing Practices Act.

2.2 Sponsorship Terms

Commercial Use of Sponsorship in Danish Sports

Sponsorship plays a significant role in the Danish sports industry, with brands seeking to associate with athletes, clubs and federations to enhance visibility and market their products. Sportswear companies

actively engage in sponsorship deals to ensure that high-profile athletes use their products. Sponsorship agreements are also prevalent in football, where clubs enter into significant financial partnerships.

Conversely, sports rights-holders seek to attract sponsorship investments by offering exclusivity, branding and networking opportunities, and marketing rights. Sponsorship agreements may include naming rights for stadiums, branding on team jerseys, advertising placements at events, access to players and other commercial rights. The financial growth of Danish sports is largely driven by major brands wishing to secure exclusive sponsorship rights.

Key Terms of Sponsorship Agreements

A sponsorship agreement should clearly define the rights and obligations of both the sponsor and the sponsored party (typically an athlete or club). In addition to standard contractual provisions, sponsorship agreements in Denmark must regulate the following:

- limitations on the sponsor's rights due to legal restrictions or other conditions, such as tournament participation rules;
- VAT and tax considerations, as certain aspects of sponsorship agreements may be eligible for tax deductions; and
- morality clauses, which have become increasingly important in sponsorship agreements and traditionally allow sponsors to terminate agreements if the sponsored athlete or club engages in conduct that may damage the sponsor's reputation.

Conflicting Sponsorship Agreements

Sponsorship agreements must take into consideration potential conflicts at different levels.

- Federations v clubs: federations generally hold primary sponsorship rights for tournaments, which clubs must respect. Violations, such as conflicting jersey sponsorships in DBU competitions, can lead to sanctions.
- Clubs v players: athletes often have personal sponsorship deals that may conflict with their club's commercial agreements. Such conflicts are typically managed contractually, including in DBU's

standard contract and the Football Collective Agreement.

- **Federations v players:** national team sponsorships can conflict with individual player endorsements. A notable Danish example occurred once where top badminton players' sponsorship deals with Kjeldsens Butter Cookies conflicted with the federation's agreement with Danisa, which also produces cakes, leading to their temporary exclusion from the national team.

To mitigate such conflicts, DBU and the Players' Association have entered into an agreement regarding the exploitation of commercial rights regulating personal and team sponsorship obligations. The agreement was renewed before the 2024 European Championship and remains in force up to and including the 2028 European Championship. It sets out sponsorship revenue-sharing arrangements and limitations on the players' individual endorsements conflicting with DBU's partners.

2.3 Broadcasting Rights

Economic Significance of Sports Broadcasting

Broadcasting rights play a crucial role in the commercial success of sports, with television networks and streaming platforms investing heavily in securing exclusive rights to major events. The rise of digital platforms and increased accessibility of live sports coverage have significantly expanded audience engagement, driving up the value of broadcasting rights.

Broadcasters generate revenue primarily through subscription fees and advertising. The demand for premium sports content has led to fierce competition among broadcasters. Sports federations and clubs benefit from this demand, as broadcasting rights revenue is often a significant part of their overall financial model.

Packaging and Commercialisation of Broadcasting Rights

Sports rights-holders in Denmark traditionally package broadcasting rights to maximise value and attract broadcaster investment. Rights are typically sold through competitive tender processes, with packages structured to offer exclusivity for premium con-

tent while maintaining accessibility through free-to-air sublicensing.

The Danish Superliga's broadcasting rights have been sold in structured agreements covering multiple seasons.

At the same time, there is growing pressure on the traditional centralised model. Certain clubs have sought to distribute specific matches themselves. In 2025, Disney+ acquired the rights to show FC Midtjylland's home matches in the Europa League qualification rounds. Similarly, F.C. Copenhagen has streamed its Champions League qualification home matches via its own platform, FCKTV.

Regulation of Sports Broadcasting

Despite its commercial nature, sports broadcasting is also considered a matter of public interest. The Audiovisual Media Services Directive ("AVMS Directive") provides EU member states with the authority to ensure that major events remain accessible to the public.

In Denmark, this is reflected in the Danish Radio and Television Broadcasting Act, which empowers the Minister of Culture to prevent exclusive broadcasting rights from restricting public access to significant events.

A new executive order introducing a revised "sports list" has been proposed and published for consultation. The draft order designates the following events as being of major societal importance:

- the Olympic Games (summer and winter) and the Paralympic Games (summer and winter);
- Denmark's football matches in the final tournaments and qualification rounds of the FIFA World Cup and the UEFA European Championship (men and women);
- Denmark's handball matches in the final tournaments and qualification rounds of the World and European Handball Championships (men and women); and
- the Tour de France.

Under the proposal, exclusive rights to such events may not be exercised in a manner that prevents a significant part of the population from accessing them via free television, defined by a 60% monthly reach threshold. The order has not yet entered into force, but is expected to take effect on 1 June 2026.

Intellectual Property and Signal Rights

Broadcasting rights are separately protected by the Danish Copyright Act, which grants special protection to broadcasting signals. This ensures that unauthorised public screenings, such as those in commercial venues, require explicit permission from the broadcaster.

Beyond this separate signal protection, television broadcasts may qualify for general copyright protection under the Danish Copyright Act if they meet the required originality threshold as cinematographic works. However, broadcasting rights must also be considered in conjunction with event rights, requiring television providers to obtain consent from event organisers before distributing content to third parties.

3. Sports Events

3.1 Proprietary Rights and Event Management

Proprietary Rights and Event Protection

The legal protection of sports events in Denmark is based on general legal principles rather than specific statutory provisions. The Danish Supreme Court has established that event organisers can restrict others from commercial exploitation of their events, particularly in controlled environments such as stadiums. The ruling emphasised that football matches are private events, allowing the organiser to restrict access and the dissemination of match-related information, such as live scores. Once the match information has lawfully been made public, the event organiser cannot prevent third parties from further disseminating it.

Organisation and Management of Sports Events

Sports events in Denmark are typically governed by national federations under DIF. Federations have regulatory authority to organise tournaments, set participation rules, and enforce commercial policies. Clubs

are responsible for staging individual matches but must comply with federation-imposed regulations.

In Danish football, the Superligaen A/S-model sets out a shared ownership of commercial rights, where clubs collectively manage the commercial aspects of the Danish Superliga.

Limitations on Commercial Exploitation

Federations impose strict regulations on how clubs and athletes can monetise sports events. For example:

- the Danish Handball Federation regulates advertising on player kits through its Liga Regulations;
- DBU enforces sponsorship rules via its sponsorship circular in Danish football; and
- UEFA retains all commercial rights for tournaments such as the Champions League and the European Championship, limiting club and national team branding opportunities.

A key issue in sports event commercialisation is the redistribution of broadcasting and sponsorship revenue. While UEFA retains control over Champions League advertising rights, participating clubs receive financial compensation through participation fees and performance-based bonuses.

3.2 Duty of Care and Liability

Duty of Care for Sports Event Organisers

Sports event organisers in Denmark are subject to a strict duty of care similar to that of property owners, as they exercise control over the venue and the safety of participants and spectators. Organisers are required to take necessary precautions to prevent injuries and to provide proper instructions to ensure safety.

If an organiser fails to take reasonable precautions and an injury occurs, the organiser can be held liable. However, if sufficient safety measures have been implemented, organisers are typically not liable for accidents that occur during the event.

Organisers often limit liability through disclaimers in ticketing terms and participation agreements. However, under Danish law, liability for gross negligence or wilful misconduct cannot be excluded. In addition,

the Danish Consumer Contracts Act restricts unfair liability exclusions in consumer agreements.

Safety Measures Against Violence and Disorder

To prevent violence and disorder at sporting events, Danish law imposes strict security regulations on event organisers, including the following.

- Crowd control and stadium safety: compliance with the Danish Building Act, the Danish Act on Safety at Certain Sporting Events and local municipal safety permits, ensuring proper exits, crowd management and emergency preparedness.
- Hooliganism prevention: authorities maintain a national database of banned spectators, preventing access for individuals who have been involved in previous disturbances. In addition, Superliga clubs have been granted permission to use facial recognition technology at stadiums for the purpose of excluding banned individuals as a preventative measure against hooliganism. Clubs can be sanctioned under DBU's disciplinary rules for fan misconduct, including failure to prevent or address discriminatory chants.
- Law enforcement and private security: the Danish Police Act grants law enforcement the authority to intervene in stadium security, while clubs and event organisers must provide trained stewards to handle crowd control.

4. Corporate Structures

4.1 Legal Forms of Sporting Bodies

The corporate structures of sports organisations vary depending on their level of professionalism, commercial focus and governance model. While professional sports clubs increasingly operate as public limited companies (A/S), many non-professional clubs continue to be structured as associations.

Professional Sports Clubs

Most top-tier professional football clubs in Denmark operate under the public limited company (A/S) structure, allowing for external investment and commercial decision-making.

The club licence, which enables the club to enter into professional player contracts, is issued by DBU to the mother club – ie, the association. The association often owns a part of the professional football company and grants a licence to said company, whereby the latter can operate its business. Thus, the corporate structure now generally applied makes it possible for a potential investor to achieve a controlling interest in the club, making it possible to carry out the necessary decisions for the club.

International Investors

Within the last five years, there has been an increasingly strong interest from international investors targeting Danish football clubs. For example, international investors have become shareholders in AC Horsens, Brøndby IF, Aalborg Boldklub and Silkeborg IF.

Another interesting trend in Danish football is the introduction of multiple-club ownership, with some club owners also owning shares in football clubs in other countries – eg, FC Midtjylland (CD Mafra, Portugal) and Brøndby IF (Crystal Palace, England).

In November 2025, PARKEN Sport & Entertainment A/S, the parent company of F.C. Copenhagen, announced an investment in the Swedish football club Rosengård 1917.

Non-Professional Sports Clubs and Grassroots Organisations

Amateur and semi-professional sports clubs in Denmark are typically structured as associations, which are non-profit organisations controlled by their members. This structure ensures that profits are reinvested into the club rather than distributed to shareholders. Associations benefit from favourable tax treatment and access to public funding and grants.

4.2 Corporate Governance Codes

Corporate governance rules in sports ensure financial transparency and prevent conflicts of interest. In Danish football, specific regulations govern ownership, compliance and multiple club control.

International Rules

Danish football clubs must adhere to the corporate governance regulations set out by FIFA and UEFA,

ensuring compliance with international football governance standards. One key restriction is UEFA's multiple club ownership rule (Article 5 of UEFA's competition regulations), which prohibits an owner from holding controlling interests in multiple clubs participating in the same European tournament.

Domestic Corporate Governance Rules

In Denmark, the Danish League's "Circular No 42" (the "Circular") regulates ownership and governance in professional football clubs competing in the Superliga and lower divisions. This regulation ensures transparency in club ownership and prevents financial misconduct or conflicts of interest.

Under the Circular, any transfer of a significant influence (defined as one-third of voting rights) in a club requires prior approval from the Danish League before the club can obtain the contract licence (ie, the licence to enter into player contracts). Until the licence is granted, the club cannot enter into new player contracts.

To secure approval, clubs must submit documentation to the Danish League detailing:

- the corporate structure of the new owner;
- the new owner's other business interests and affiliations; and
- a statutory declaration confirming compliance with relevant collective agreements and football regulatory frameworks.

According to the Circular, the Danish League will refuse to issue the contract licence if the prospective owner or ultimate beneficial owner does not meet certain reputation and commercial requirements.

Restrictions on Multiple Club Ownership

The Circular also prohibits clubs from being owned by the same corporate group or under common control with another club in the competition. Among other penalties, violations of these ownership restrictions may result in a revocation of the club licence, effectively barring the club from operating as a professional football business.

4.3 Sport Funding

In Denmark, sport is funded through a combination of public funding, lottery proceeds and commercial revenue streams, with football standing out as the most commercially driven sport. A significant share of public funding is channelled through DIF, which distributes state funds and lottery-based proceeds to national federations and grassroots sport. Team Denmark provides additional state-funded support for elite sport development, while municipalities contribute through subsidies.

Over the past five years, the financial position of Danish Superliga clubs has improved significantly, driven by major player transfers, increasing sponsorship revenue and a substantial rise in attendance.

The business model for the majority of Danish football clubs is to a wide extent based on the principle of talent development and the sale of talented players before they reach the peak of their footballing ability, with the sole purpose of cashing in on the player.

5. Intellectual Property, Data and Data Protection

5.1 Trade Marks

Registration and Protection of Trade Marks

Under the Danish Trademark Act, a trade mark right can be established through:

- registration with the Danish Patent and Trademark Office (DKPTO), the EU Trade Mark (EUTM) system or the Madrid Protocol for international registration; or
- use in commerce, where a trade mark gains recognition through substantial use in the market – this requires the mark to have been used in Denmark to an extent that is "more than locally limited".

The granted protection is particularly relevant in the sports industry, where brand identity and commercial exploitation play a crucial role in financial success. Sports clubs, athletes and federations often register their names, logos and other branding elements to protect their commercial identity and prevent unau-

thorised use – eg, to protect the sale of merchandise, licensing and sponsorship deals.

Notable Legal Cases in Sports Trade Marks

In a March 2024 case regarding trade mark enforcement, the European Union Intellectual Property Office ruled in favour of Superligaen A/S against the break-away European Super League's attempt to register "The Super League" as a trade mark. The ruling found that the proposed name was too similar to "SUPER-LIGA".

Challenges in Trade Mark Protection

The typical challenge regarding trade mark protection in sports is the requirement of distinctiveness. This is generally not an issue for club and federation names, as distinctiveness can also be acquired through use and recognition.

5.2 Copyright/Database Rights

Copyright Protection in Sport

The Danish Copyright Act protects literary and artistic works that meet the originality requirement. There is no registry for copyright in Denmark. Copyright protection arises automatically upon the creation of a qualifying work, and does not require any formal registration or publication.

Athletic performances are generally not eligible for copyright protection, as they do not constitute "works" within the frame of the Danish copyright law.

Under Section 65 (1) of the Copyright Act, performing artists can receive independent protection for their performances if they involve the execution of a work. However, sports performances typically fail to meet this requirement, as they lack the necessary creative originality due to their reactive nature, as athletes' movements are largely dictated by their opponents and game situations.

The Role of Copyright in Sports

Although athletic performances themselves are not protected, copyright plays a crucial role in sports, particularly in the following.

- Logos and club branding: club logos and symbols may be protected as works of art if they reflect sufficient creative expression.
- Support songs and anthems: many sports clubs have copyrighted chants, anthems and official music.
- Broadcasting and TV rights: copyright significantly protects TV sports rights, particularly against illegal streaming and unauthorised reproduction.

In Denmark, the Eastern High Court ruled in 2020 that streaming football matches without authorisation infringed copyright, leading to a court-ordered blocking of illegal streaming services. The ruling sets a precedent for stronger copyright enforcement in sports broadcasting.

Database Rights in Sport

Under Section 71 of the Danish Copyright Act, database rights protect collections of data where a substantial investment has been made in obtaining, verifying or presenting the content. This protection grants database creators the exclusive right to control the extraction and reuse of data. In the sports industry, clubs and organisations compile extensive databases containing player statistics and match analytics. If these databases meet the substantial investment threshold, unauthorised use thereof may constitute an infringement.

5.3 Recognising Personality/Image Rights

Legal Recognition of Image Rights

Athletes have an exclusive right to commercially exploit their image rights – ie, to use their own name, likeness, voice and other personally identifiable characteristics. This protection is particularly relevant for high-profile athletes whose commercial value increases with public recognition.

In Denmark, the legal basis for the protection of image rights stems from general legal principles developed through case law and Section 3 of the Danish Marketing Practices Act. Remedies generally include injunctive relief and claims for compensation.

Proposed Statutory Protection Against Deepfakes

In addition to the existing protection under marketing law and case law, a legislative bill was proposed at

the end of 2025 to address the unauthorised use of deepfakes. If adopted, a new Section 73 will be added to the Danish Copyright Act, prohibiting the communication to the public of realistic digitally generated imitations (“deepfakes”) of a natural person’s personal and physical characteristics, such as facial features, voice or appearance, without the individual’s consent.

A realistic sports-related scenario could involve an AI-generated video depicting a Superliga player criticising VAR or the referee after a match. If such a video were to go viral before the disciplinary process is completed, the proposed provision could provide a clear statutory basis for seeking an interim injunction to prevent further dissemination.

If adopted, this will strengthen the protection of athletes’ and other individuals’ image rights by providing a statutory basis to prevent the public dissemination of AI-generated content that exploits a person’s identity, irrespective of whether the use qualifies as traditional marketing or involves a protected work.

Imitations that clearly constitute caricature, satire, parody, pastiche, political or social criticism, or that are explicitly labelled as imitations, are not covered by the potential new protection.

5.4 Protecting Personality/Image Rights

Case Law on Image Rights Protection

Danish courts have consistently upheld the commercial protection of athletes’ image rights, particularly in cases where their name, image or likeness has been used for unauthorised marketing purposes.

Limits of Image Rights Protection

While athletes have strong commercial protection, image rights do not extend to objective publicity or journalistic use. Names and images may be legally used for editorial, news or journalistic purposes, provided there is no misleading commercial association.

However, blurred distinctions between marketing and editorial content, especially on social media platforms, have led to increased legal scrutiny in Denmark. Therefore, companies must carefully distinguish between genuine sports news and marketing initiatives using athletes’ names or images.

According to Danish case law, the awarded damages or compensation in cases concerning the unauthorised commercial use of image rights are relatively modest, as illustrated by the 2024 *Bet365* judgment, where compensation was set at approximately DKK50,000 per infringing social media post.

5.5 Licensing

General Transfer of Commercial Rights

Athletes can license or assign their IP rights through agreements with clubs, sponsors or third parties. This typically occurs through:

- player contracts, where athletes grant clubs the right to use their name, image and likeness in club context for marketing and sponsorship purposes; or
- sponsorship agreements, which allow companies to use the athlete’s image in their marketing campaigns under specified conditions.

Licensing Agreements Between Clubs and Athletes

Sports clubs rely heavily on commercialising player image rights to generate revenue through merchandising, sponsorships and promotions. The brand value of a club is often linked to its most well-known players, meaning that high-profile athletes can significantly increase a club’s commercial appeal.

In Danish football and handball, all player contracts must follow the federations’ standard contract templates, according to which image rights and exploitation thereof are regulated. All football player contracts must be approved by DBU, and any deviations from the standard provisions are subject to DBU approval, which as a rule will not be given.

5.6 Assignment of IP Rights

Licensing and Image Rights Under DBU’s Standard Player Contract

The DBU standard player contract, which is subject to the Football Collective Agreement, contains a detailed regulation on clubs’ exploitation of players’ image rights. Therefore, a club has the right to use its player’s name, image and autograph in a club context in merchandising, marketing and sponsorship agreements, generally without separate remuneration.

The player retains the right to enter into personal sponsorship agreements, with certain restrictions – eg, the player cannot enter into sponsorship agreements with companies that compete with the club's primary sponsors.

Restrictions on Extended Licensing Agreements

Danish clubs cannot negotiate separate or extended licensing agreements where players transfer additional IP/image rights to the club in exchange for compensation. This follows from the collective agreement applicable for football in Denmark, and DBU's standard contract framework does not allow such deviations; DBU will reject any provisions that go beyond the standard template.

5.7 Data in Sport

Use of Sports Data in Denmark

Sports data plays an increasingly central role in performance analysis, commercial strategies and security measures within Danish sports. Denmark is among the most video data-intensive sports nations, and Danish technology companies such as Veo are at the forefront of innovation. The collection and utilisation of athlete and spectator data enable sports bodies, clubs and private companies to enhance fan engagement, optimise training and improve security protocols at stadiums and events.

Commercialisation of Sports Data

The monetisation of sports data is rapidly growing, providing revenue streams for clubs, leagues and technology providers. Key areas where sports data is exploited include the following.

- Performance analytics: clubs and national teams use biometric and GPS-based tracking systems to optimise training and injury prevention.
- Fan engagement and digital marketing: clubs use spectator data from ticketing systems, social media and online interactions to tailor targeted marketing campaigns.
- Sponsorship optimisation: brands use sports data analytics to measure the impact of sponsorship deals, ensuring maximum exposure and return on investment.

Collection and Use of Spectator Data in Football

Spectator data is utilised for security, ticketing and fan experience improvements. Clubs increasingly rely on apps and digital platforms to build fan communities and offer personalised experiences. For example, F.C. Copenhagen's official app provides access to match statistics, live matches, highlights and exclusive behind-the-scenes video content featuring the first team.

Betting-related data and live statistical tools also play a growing role in fan interaction, allowing supporters to engage with predictive analytics and real-time performance insights during matches.

One of the most notable developments in Denmark is the recent approval of facial recognition technology for stadium security. In September 2025, the Danish Data Protection Agency granted a general authorisation to clubs in the Danish Superliga to use facial recognition technology during football matches in the 2025/2026 season. The authorisation was granted following a collective application submitted by the Danish League and is intended to support the enforcement of stadium bans and the prevention of disorder, including hooliganism and the use of pyrotechnics.

Prior to this general authorisation, individual approvals had already been granted to bigger Danish clubs, such as F.C. Copenhagen and Brøndby IF.

The authorisation is subject to strict conditions, including:

- the immediate deletion of biometric data where no match is found with internal or police ban lists;
- clear transparency and information obligations towards spectators; and
- the requirement for each club to carry out a data protection impact assessment (DPIA) prior to implementation.

5.8 Data Protection

Application of Data Protection Laws in Sports

Sports data is subject to Danish data protection laws in the same way as any other form of personal data. The General Data Protection Regulation (GDPR) and the Danish Data Protection Act thus govern the col-

lection, processing and sharing of sports-related personal data in Denmark.

The protected party is usually the athlete, and the protection usually concerns the athlete's performance data and biometric data. However, all personal data is covered – eg, spectator data and identity.

Legal Basis for Processing Sports Data

Under the GDPR and the Danish Data Protection Act, it is illegal to process personal sports data without a valid legal basis. The most common legal bases include the following.

- Consent: athletes may in some situations be able to provide explicit consent for their personal data to be used – eg, in performance tracking or commercial activities. Consents can be withdrawn at any time.
- Contractual necessity: if necessary to fulfil a contract with the athlete, personal data may be processed by clubs, providers of IT services, etc.
- Legitimate interest: where the interest of the processing entity does not outweigh the interests of the athlete in restricting access to personal data, legitimate interest may be used – eg, in processing marketing or ticketing data. This requires a balancing test against individual privacy rights and does not apply to sensitive data – eg, biometric and health data.

GDPR Compliance Obligations

Provided that a lawful basis exists, the processing entity must comply with key GDPR obligations, including the following, for example.

- Basic principles for processing personal data: the processing must comply with the basic principles in Article 5 of the GDPR, including being processed lawfully, fairly and in a transparent manner, being collected and only processed for a specified purpose, and being limited to what is strictly necessary.
- Individual rights: the persons having their data processed have individual rights, including that they can request the rectification and erasure of the processed data.

- No automated decisions: the personal data may only be used for automated decisions under certain specific conditions – eg, the exclusion of fans from venues or the benching of players.
- Only processing within the EU/EEA: the personal data may only be transferred outside of the EU/EEA under very specific conditions, which may severely restrict data sharing.
- Internal governance system: all organisations handling personal data must have an adequate governance system to be able to document compliance with the GDPR.

Challenges and Legal Considerations

While sports data offers commercial and operational advantages, it also raises legal and ethical concerns, including the following.

- Ownership of sports data: while clubs and leagues collect and store sports data, athletes retain certain rights under the GDPR, including access and control over accuracy.
- Biometric data and privacy risks: the use of facial recognition and health tracking is very restricted and may require explicit consent.
- Third-party data sharing: sports organisations must ensure GDPR-compliant agreements for international data transfers. This is not always observed, leading to illegal data sharing, especially outside of the EU/EEA.
- Consent is not always valid: consent is usually used as a legal basis. However, for a consent to be valid, certain requirements must be fulfilled, which are not always observed – eg, that it must be freely given.

Enforcement and Sanctions

Non-compliance with the data protection regulation is subject to sanctions, including fines of up to 4% of the global revenue/EUR20 million and injunctions to stop the unlawful processing of data. Furthermore, individuals may seek compensation if their personal data is processed unlawfully.

Enforcement is handled by the Danish Data Protection Agency. However, under Danish law, fines are subject to criminal prosecution.

6. Dispute Resolution

6.1 Role of National Court Systems

Jurisdiction of National Courts in Sports Disputes

In Denmark, the national courts primarily handle civil disputes related to property law, employment law and contractual matters in the sports industry. This includes breach of sponsorship contracts, disputes between clubs and players, conflicts between agents, and managerial disputes, such as the Kevin Magnusen case heard before the High Court in 2021. Similarly, Danish courts have ruled on the unauthorised commercial use of athletes' image rights.

These disputes do not fall under disciplinary sports law and are typically adjudicated through ordinary courts or arbitration.

However, Danish sports governance emphasises resolving disputes within sports organisations before they reach the national courts. Sports federations require athletes, clubs and other stakeholders to exhaust internal dispute resolution mechanisms, such as the Football Arbitration Court, before seeking intervention from national courts or arbitration bodies.

Sports Federations and Internal Dispute Resolution

Danish sports organisations are structured under a hierarchical, association-based model, reflecting Denmark's tradition of voluntary sports associations. Each sport's governing body maintains its own internal disciplinary system, with decisions generally subject to appeal before DIF. Despite this internal structure, national courts may intervene if a dispute involves fundamental legal rights, such as employment protections, contract breaches or competition law violations.

6.2 ADR Mechanisms

Alternative Dispute Resolution in Danish Sports

Dispute resolution in Danish sports typically occurs within the internal mechanisms of sports federations, through national arbitration panels, or ultimately via CAS. Many sports contracts contain arbitration clauses that require disputes to be resolved outside the national courts, referring disputes to CAS or a national arbitration panel, ensuring specialised adjudication.

Football Arbitration Court

Under the Act of DBU, organisations, clubs, players, coaches, third parties, etc, must accept that certain disputes are settled by the Football Arbitration Court, which serves as the primary dispute resolution body for civil disputes between clubs and players or coaches within Danish football. It handles disputes related to:

- employment and salary issues between players and clubs; and
- sponsorship and commercial disputes affecting players.

The Football Arbitration Court does not have jurisdiction over international disputes, which remain under FIFA or CAS jurisdiction.

Use of Arbitration

Disciplinary disputes, such as those involving match-fixing, doping or spectator misconduct, are generally resolved within the internal disciplinary committees of the relevant sports federations.

The Role of CAS in Danish Sports

CAS plays a significant role in Denmark, particularly in international disputes and disciplinary appeals. Many Danish sport governing bodies have incorporated CAS arbitration clauses to ensure access to specialised sports adjudication.

6.3 Sanctions, Remedies and Challenges

Autonomy of Sports and the Role of Governing Bodies

Danish sports operate under the principle of sporting autonomy, meaning that federations have broad powers to regulate and enforce their own rules, including imposing disciplinary measures and financial sanctions. However, this autonomy is subject to Danish and EU law.

Appealing Decisions of Sports Governing Bodies

Disciplinary decisions issued by Danish federations, such as DBU or other national governing bodies, are first appealed internally within the sport's dispute resolution system. DIF's Board of Appeal serves as the highest instance in Danish sports governance, reviewing cases related to match-fixing, doping, child pro-

tection and general disciplinary matters. CAS serves as the ultimate arbitral tribunal for sports-related disputes.

As a general rule, disciplinary and financial sanctions imposed by these bodies are final within the sports arbitration system and may not be appealed to the ordinary courts.

Compliance With EU Trends in Sports Regulation

Denmark closely follows the legal trends established by the CJEU, particularly regarding competition law and the balance between sporting autonomy and legal oversight. While self-regulation remains the default approach, cases such as competition law challenges illustrate that Danish sports organisations must also comply with EU legal frameworks.

Notably, key provisions of FIFA's Football Agent Regulations (FFAR) have been suspended worldwide by FIFA as it awaits the CJEU's ruling on their compatibility with EU competition law. In Denmark, DBU implemented FFAR through Circular No 125, whereby FFAR and the principles were implemented to also apply for national transactions in Denmark. However, in line with the recommendations from FIFA, DBU has announced a temporary suspension of the most significant parts of the circular concerning football agents.

7. Employment Contracts and Rights

7.1 Sports-Related Employment Contracts

Employment Structure in Danish Football

Employment relationships between sports organisations and players are regulated by standardised contracts and collective agreements in Denmark.

In Danish football, player contracts must be entered into on the basis of the DBU standard player contract. The standard contract is determined in the collective agreement between the Danish League and the Players Association, currently the "Football Collective Agreement 2025 – 2030". Deviations from the standard contract are only permitted where expressly allowed. While supplementary terms may be agreed, such terms must comply with the collective agreement and regulations.

Danish football does not operate with salary caps. Instead, wage structures are determined through individual negotiations between clubs and players, subject to the minimum salary requirements determined according to whether the player is employed on a full-time or part-time basis.

7.2 Employer/Employee Rights

Employment Regulation for Players

The Danish Salaried Employees Act in general applies to employees having administrative jobs and responsibilities. It provides protection for employees in many aspects, such as mandatory minimum termination periods, protection against unfounded dismissals, etc.

This act is not suitable for the employment of football players, as the nature of the work performed does not fall within the scope of application. Anyhow, it is set out in the current Collective Agreement between the Danish League and the Players' Association (2025–2030) that the act applies, except for the normal rules on termination as players may only be employed on non-terminable, fixed-term contracts.

Football players' employment is governed by the DBU standard player contract and the Collective Agreement, and there is not much room for interpretation hereof.

Employees in the business of sports are also protected by other mandatory legislation, such as the Danish Holiday Act, which among other factors means that clubs must pay holiday allowances and pension contributions on performance-related bonuses.

Employment Regulation for Coaches

The Collective Agreement between the Danish League and the Players' Association does not cover football coaches. However, coaches in football are often employed on fixed-term contracts, similar to players, which cannot be terminated for convenience by either party.

Sports coaches in Denmark are generally considered salaried employees under the Danish Salaried Employees Act, at least if they are head coaches entrusted with de facto management powers. This

means that their employment is subject to statutory protections, including:

- mandatory notice periods that cannot be contractually shortened or deviated from in disfavour of the coach;
- the right to continued salary during notice periods, even if they are relieved of their duties; and
- entitlement to compensation if dismissed unfairly or without just cause.

Dismissal and Severance Payments

In general, if a coach is dismissed before the expiry of the fixed term contract, the club remains liable to pay salary, albeit with a right for the club to set-off the coach's salary from a new employment.

Coaches who are dismissed and placed on garden leave during the termination period cannot take up employment with competing clubs during their notice period, until the effective date of termination. To mitigate financial exposure, buyout clauses can be included, allowing the coach or another club to pay compensation for early contract termination.

7.3 Free Movement of Athletes

Restrictions on the Number of Foreign Athletes in Competitions

As in other countries in the EU, governing bodies must comply with the principle of free movement of workers under Article 45 of the TFEU, among others. Reference is made to the *Bosman* ruling and the more recent *Diarra* case. In addition, clubs and leagues must comply with the Danish Anti-Discrimination Act, which prohibits discrimination on the labour market based on national origin, among other factors.

According to the Danish League's Tournament Rules, clubs are subject to the so-called homegrown rules, according to which clubs must include at least eight homegrown players. Four players must have been developed by the club itself and four players must have been developed by another Danish club between the ages of 15 and 21.

Any regulation that directly or indirectly disadvantages players based on their nationality could be subject to legal scrutiny. However, as in EU law, the Danish Anti-

Discrimination Act allows such indirect discrimination if it pursues a legitimate objective and is proportionate.

Visa and Work Permit Requirements

Athletes from EU/EEA countries and Switzerland can freely live and work in Denmark without the need for a visa or work permit. However, athletes from outside the EU/EEA must obtain a residence and work permit to play professionally in Denmark.

8. Women's Sport

8.1 Development and Growth of Women's Sport

Women's sports in Denmark have seen substantial progress, with increased investment, professionalisation and greater media exposure.

- A new standard player contract came into force for women in the Danish league, negotiated by the Players' Association and the Women's Division Association. It includes:
 - (a) minimum wages;
 - (b) injury insurance financed by the club;
 - (c) employer-administered sports pension and pension savings; and
 - (d) new youth contracts, making it possible to combine education and elite football.
- Equal pay for national teams: in 2025, DBU and the Players' Association agreed to equal bonuses for the women's and men's teams in key areas, including in the UEFA Nations League and home qualification wins. This agreement reflects the rapid growth and increasing recognition of women's football in Denmark.
- Danish women's football is attracting increased commercial interest, with top clubs securing major sponsorships.
- Media rights: women's football in Denmark has gained expanded media coverage, attracting greater investment in broadcasting and sponsorship.

8.2 Organisations and Initiatives to Promote Women's Sport

Organisations Driving Development

Football has been a key driver of the growth in women's sports, supported by DBU initiatives aimed at strengthening the women's game. DBU has worked to enhance visibility and provide professional opportunities for female athletes.

The Danish Women's Division Association (KDF) plays a pivotal role in advancing women's football in Denmark. Representing elite clubs, KDF collaborates with DBU to improve marketing, league structures and the overall profile of women's football.

9. Esports

9.1 Development and Growth of Esports

Esports has experienced significant growth in Denmark, with the country establishing itself as one of the most developed esports markets globally. However, in recent years, the Danish esports sector has faced financial pressure, including reduced sponsorship revenue and organisational restructuring.

Governance and Institutional Framework

Esports is not recognised as an independent official sport by DIF. As a result, esports organisations do not benefit from direct DIF funding, and esports is not subject to DIF's general governance framework.

However, DIF has adopted another approach to esports by integrating esports disciplines within existing member federations rather than recognising a dedicated esports federation. Examples include e-cycling under the Danish Cycling Union, and e-racing under the Danish Automobile Sports Union.

Alongside this, the national esports organisation, Esport Denmark, plays a central role in the development of esports, and receives public funding from the Danish Ministry of Culture.

9.2 Key Trends and Notable Deals in Esports

Recent trends include the following.

- Investment: Danish esports organisations have attracted significant investment, particularly in team infrastructure and talent development.
- Professionalisation of contracts: there has been a shift towards structured player contracts, resembling traditional sports agreements.
- Expansion of esports events: Denmark hosts large-scale esports events, reinforcing the country's position as an esports hub.

10. NFTs, AI and the Metaverse

10.1 Non-Fungible Tokens (NFTs)

Overview of the NFT Market

The NFT market in Denmark, as in many other jurisdictions, initially experienced a rapid rise, particularly in 2021 and early 2022, as clubs, athletes and brands sought to capitalise on digital assets. However, the market has since declined significantly, with many NFT collections losing their value.

Use of NFTs in Sports

Danish football clubs and brands have used NFTs in various ways, including licensing agreements with third-party platforms to create and sell NFTs featuring player images, match highlights or digital collectibles. However, NFT adoption has been most prevalent within esports, as the digital nature of the industry aligns naturally with blockchain-based assets.

Tax Treatment of NFTs in Denmark

In terms of risk regarding the use of NFTs, the Danish tax treatment should be taken into consideration. The Danish tax authorities have only provided limited guidance on the taxation and VAT obligations related to the issuance and trading of NFTs so far, specifically stating that the creation and sale of NFTs incur tax liability.

10.2 AI

AI Regulation in Denmark

Denmark follows the broader European regulatory framework for AI, particularly the EU AI Act, which establishes risk-based categories for AI applications.

AI used in sports, such as performance analytics, injury prevention and tactical decision-making, generally falls into the lower-risk categories and is subject to

compliance with data protection laws, including the GDPR. Certain use of performance analytics may be seen as high-risk, as it could affect the players' work relationships. There are currently no Danish AI-specific regulations targeting sports, but general legal principles on data privacy, intellectual property and competition law apply.

Use of AI in Sports

AI has become a critical tool in Danish sports, particularly in the following.

- Performance analytics: AI-driven tools analyse real-time data from wearables and video footage, offering insights into athlete movements, energy expenditure and injury risks.
- Fan engagement: AI is being used in virtual assistants, personalised content delivery and predictive analytics to enhance fan experiences.
- Refereeing and decision-making: AI-assisted video review technology is increasingly used to support fair play and reduce human error in officiating.

Major Danish sports organisations are investing in AI-driven solutions to optimise player performance and game strategies, following global trends in sports technology.

Opportunities and Risks

AI presents significant opportunities, as follows.

- Enhanced performance optimisation: AI enables data-driven coaching and training programmes tailored to individual athletes.
- Injury prevention: machine learning models can predict injury risks by analysing biomechanics and physiological data.
- Commercialisation: AI-generated content and marketing insights create new revenue streams for clubs and sponsors.

However, there are also legal and ethical risks.

- Data privacy and compliance: the use of biometric and health data requires strict adherence to the GDPR and other privacy laws.
- Bias and fairness issues: AI models may produce biased results if trained on incomplete or unbalanced datasets, potentially impacting team selections and talent scouting.
- Intellectual property concerns: AI-generated content, including automated commentary or predictive insights, raises questions about issues such as copyright ownership.

10.3 The Metaverse

In the Danish sports industry, the metaverse remains largely experimental and, so far, there is nothing notable to report.

Trends and Developments

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HortenDahl Law Firm is a business-oriented full-service law firm located in Copenhagen, with four more offices in Denmark. Its 400 specialists provide legal advice to clients of all sizes, ranging from large corporations and government agencies to small and mid-sized businesses – locally, nationally and internationally. The firm has experienced increasing de-

mand for commercial skills and legal understanding of the sport industry, and offers the necessary in-depth experience with sports and entertainment law. Notably, it has experienced an increase in demand for services within the specific regulations of sport (particularly football).

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HORTENDAHL

Investments in Danish Football

International investment in sport is accelerating, and Denmark is increasingly becoming part of that story. Globally, the direction is clear: more investors, fewer traditional owners, and a market shaped by multi-club ownership and minority stakes. Football clubs are now viewed less as passion projects and more as assets within a broader sports investment portfolio. That global movement is now reaching Denmark.

Industry analysts note that Danish football clubs offer a compelling investment profile: relatively low acquisition costs, strong talent pipelines, stable regulation, and a realistic pathway to UEFA competitions. These incentives are echoed in market research highlighting Denmark as a strategic platform for foreign investors due to its talent production, lower operating costs, and access to European tournaments.

Within most recent years, investments and acquisitions from international investors have been carried out in the Danish football clubs AC Horsens, Aalborg Boldklub, Brøndby IF, Lyngby Boldklub and Silkeborg IF. Rather than full takeovers, the next wave of activity in Denmark is expected to centre on shared ownership models, minority investments and strategic partnerships. This aligns with broader European trends showing strong growth in minority-stake deals and cross-border investment groups.

Simultaneously, there has been a notable trend of frequent ownership transitions among Danish football clubs. Most recently, Sønderjyske, Vendsyssel FF and Vejle have reverted to local ownership, reflecting a broader shift in the structural and financial landscape of Danish football clubs.

Another interesting trend in Danish football is the introduction of multiple-club ownership. Some of the club owners also own shares in football clubs in other countries – eg, FC Midtjylland (the owner of the club also owns CD Mafra in Portugal), Brøndby IF (the owner of the club also owns Crystal Palace in England) and Silkeborg IF (the owner of the club also owns Walsall F.C. in England). This concept of multiple-club ownership is far from unseen in international football, but it has not had a place in Danish football until recently.

In November 2025, PARKEN Sport & Entertainment A/S, the parent company of F.C. Copenhagen, announced an investment in the Swedish football club Rosengård 1917. The investment is structured through a holding company acquiring 49% of the club, while the parent association retains 51% of the voting rights in accordance with Swedish football regulations. The transaction was approved by the club's members in December 2025 and authorised by the Swedish Football Association in January 2026. The stated aim is a long-term partnership focused on talent development and strengthening F.C. Copenhagen's Scandinavian player pathway.

Perhaps the clearest sign of Denmark's integration into the global sports economy is unfolding outside the clubs themselves. The biggest recent example is Wasserman's acquisition of the football division of Danish agency People in Sport in January 2026 – a move that marks the company's first formal entry into the Danish market. The acquisition is widely viewed as the first of several expected consolidations, as global agencies increasingly choose to buy into Denmark rather than build from scratch.

Investors are no longer focusing solely on clubs: they are entering academies, agencies, commercial rights and media-linked sports entities. This underscores that football continues to dominate global deal flow and that European assets, particularly those with strong youth-development systems, remain a priority for international capital. This trend mirrors what is now visible in Denmark: capital is flowing not only to clubs, but into the entire ecosystem surrounding talent.

Denmark is no longer on the periphery of the global sports economy: it is becoming a growth hub for international investment. With rising foreign interest, consolidating agencies and increasing sophistication in ownership models, the key question is no longer whether Denmark will participate in the global sports investment wave, but how significant a role it will play in shaping it.

Who can own Danish football clubs?

International rules

Danish football clubs obviously must comply with the rules and regulations issued by FIFA and UEFA. Therefore, no individual or legal entity may have control or influence over more than one club participating in the same UEFA competition (see Article 5 in the regulations for UEFA competitions). However, these rules on multiple club ownership are well known and are not special for Denmark. So far, Denmark has seen no challenges in terms of compliance with this.

Danish rules

The above development led to the Danish League introducing new rules on who can own and run a club, in 2022. The rules were most recently amended in December 2024 by way of Circular No 42 ("the Circular").

The Circular stipulates that any transfer of significant influence (defined as at least one-third of the voting rights) in professional football clubs requires the new shareholder acquiring such influence to receive prior approval from the Danish League, before the club can be granted the club licence that enables it to enter into professional player contracts. Accordingly, when a new shareholder acquires significant influence in a club, the club is not entitled to enter into player con-

tracts until the new shareholder has been approved by the Danish League.

According to the Circular, the club must submit documentation to the Danish League regarding, among other things, the corporate structure of the new shareholder and any other ownership interests it holds. In addition, a representative of the new shareholder must submit a statutory declaration confirming its awareness of the most relevant collective agreements and regulatory frameworks governing Danish football.

Subject to having received the relevant documentation, the Danish League will grant the licence (contract permission) to the club, unless the new shareholder or their ultimate beneficial owners:

- have a prior conviction for financial crimes, including but not limited to tax evasion and money laundering as per the applicable anti-money laundering legislation, or other serious offences;
- are subject to bankruptcy quarantine or have a significant and extensive history of bankruptcies;
- conduct business activities in countries with high rankings on indices related to corruption, money laundering or terrorist financing;
- have significant influence in a betting company;
- own a football agency business or are registered as a football agent; or
- are ultimately controlled by nation states.

In a recent matter, a potential acquisition of Vejle Boldklub did not materialise as the potential new shareholder allegedly failed to meet the documentation requirements in the Circular, including proof of financial transparency.

Regulatory Framework for Agents

The role of football agents has evolved significantly in recent years, prompting FIFA to introduce stricter regulations aimed at increasing transparency and ensuring fair representation of players. FIFA's Football Agent Regulations (FFAR) came into effect in January 2023 and establish rules on agent licensing, commission structures and contractual obligations. These reforms seek to address concerns about financial exploitation and conflicts of interest in player transfers.

Under the new FIFA regulations, all agents operating in international transfers must obtain a FIFA agent licence.

However, key provisions of FFAR have been suspended worldwide by FIFA while it awaits the ECJ's ruling on their compatibility with EU competition law.

In Denmark, the Danish Football Association (DBU) implemented FFAR through Circular No 125, thereby extending FFAR's provisions to national transfers in Denmark. However, in line with the recommendations from FIFA, DBU has announced a temporary suspension of the most significant parts of the circular concerning football agents. It is worth noting that only FIFA-licensed agents are allowed to operate on the Danish market.

Notably, in May 2025, Advocate General Nicholas Emiliou delivered his Opinion in the pending FFAR cases before the CJEU, emphasising that sports governing bodies are not exempt from EU competition law when regulating economic actors such as agents. While recognising a margin of sporting autonomy, the Advocate General reaffirmed that such rules must pursue legitimate objectives and satisfy the proportionality requirements under the Meca-Medina test. The judgments of the CJEU are expected in 2026 and will determine whether the suspended elements of the FFAR, including the cap on agents' fees and restrictions on multiple representation, can be upheld under EU competition law or must be amended.

An additional practical issue has arisen concerning jurisdiction in international disputes. International disputes involving agents and players have ordinarily fallen within the competence of FIFA's Agents Chamber. However, as a consequence of the suspension of key parts of FFAR in 2023, the Agents Chamber is currently not operational for such disputes. This creates legal uncertainty, as agents and players are presently unable to refer international representation disputes to a competent body.

In light of this situation, it is advisable for agents and players to include a clear jurisdiction clause in their representation agreements referring international disputes to the Court of Arbitration for Sport (CAS). Such

a clause ensures procedural certainty and avoids a potential jurisdictional vacuum while the regulatory framework and dispute resolution system remain unsettled.

Increased Commercialisation of Youth Transfers

Danish football has undergone significant changes in recent years, with clubs' financing increasingly relying on youth player transfers as a key revenue stream. From 2021 to 2024, the Superliga clubs generated an aggregate profit of approximately DKK906 million. The results were heavily concentrated among a small number of clubs, most notably F.C. Copenhagen, which alone reported a cumulative surplus of DKK498.7 million, followed by FC Nordsjælland (DKK155 million), Silkeborg IF (DKK124 million), AGF (DKK103 million) and FC Midtjylland (DKK87 million).

Many clubs, including those outside the Superliga, have adopted a business model centred on talent development and early player sales. This approach allows clubs to generate substantial profits before young players reach their peak potential. The trend of selling young talents at high transfer fees is particularly evident in clubs like FC Nordsjælland and F.C. Copenhagen, both of which have successfully transferred multiple young players for record-breaking sums. Recent examples include the following:

- Victor Froholdt transferred to Porto for allegedly EUR20 million (DKK149 million);
- Sindre Walle Egeli sold to Ipswich for approximately EUR20 million (DKK149 million);
- Lucas Høgsberg sold to Strasbourg for allegedly EUR15 million (DKK112 million);
- Ernest Nuamah sold to RWD Molenbeek for approximately EUR25 million (DKK168 million);
- Conrad Harder transferred to Sporting CP for allegedly EUR19 million (DKK141 million) and was subsequently sold the following year to RB Leipzig for allegedly EUR24 million (DKK186 million); and
- Orri Óskarsson sold to Real Sociedad for approximately EUR20 million (DKK149 million).

These transfers highlight how Danish clubs can generate significant financial returns by strategically developing and selling young players.

Regulations of minor football players in Denmark

DBU has implemented strict national regulations to protect minor football players from early exposure and ensure that they are not forced into professional careers prematurely. In line with FFAR and FIFA's Regulations on the Status and Transfer of Players (RSTP), DBU has adopted additional safeguards to govern the representation and transfer of minors. These measures primarily focus on minimum age requirements, agent engagement restrictions, and prohibitions on premature contract negotiations.

Under the national DBU Agent Regulations, DBU-licensed football agents who have completed the required FIFA CPD course on minors may only approach a player six months before the player turns 15 for the purpose of entering into a representation agreement. This restriction aligns with FIFA's approach but further strengthens national-level safeguards by imposing clearer and earlier limitations on when agents can contact young players.

DBU outlines additional protective measures, including:

- a complete ban on player contracts for players under 15 years old; and
- a prohibition on clubs contacting players under 14½ years old or their legal guardians regarding potential future contracts.

Furthermore, a football agent may not receive a service fee when engaged to perform football agent services relating to a minor unless the relevant player is signing their first or subsequent professional contract in accordance with the law applicable in the country or territory of the member association where the minor will be employed.

These measures reflect DBU's commitment to youth player welfare and aim to curb undue pressure from clubs and agents, ensuring that young players can focus on their development without commercial influences at an early stage.

Challenges in enforcement and compliance

However, in practice, these restrictions are not always followed. Unofficial discussions often take place

before the permitted timeframe, creating a grey area in compliance and enforcement. This raises concerns about undue pressure on young athletes, particularly as lucrative financial offers become more difficult to resist.

With transfer fees reaching unprecedented levels, Danish football clubs will likely continue to capitalise on their strong youth development systems. However, stricter enforcement of player protection regulations could be essential to ensure that young players receive fair and ethical treatment in the transfer market.

For clubs, agents and investors, navigating this evolving regulatory landscape requires careful compliance with both Danish and FIFA transfer rules to maintain the integrity of the sport while benefiting from its growing commercialisation.

Risk Management Model

A new financial reality is taking shape in Danish sports, and particularly in the football business, as clubs and commercial actors increasingly adopt risk management structures mirroring developments seen in international football. With transfer fees now commonly paid through multi-year instalments and conditional bonuses, the focus is shifting from price alone to a more strategic assessment of credit risk.

Clubs are seeking larger upfront fees or shorter intervals between instalments to reduce exposure. In some cases, the risk is priced directly into the total transfer amount, reflecting the growing concern over long-term payment reliability.

Clear written confirmation of triggers – eg, match appearances, league positions or resale events – is becoming crucial, and sell-on clauses are increasingly important. These records are now viewed as a primary tool for preventing disputes years after a deal is signed.

Precise scoping of payment mechanisms is emerging as standard practice. Key concepts are being drafted with increasing legal precision to avoid ambiguity, including:

- what qualifies as an “official match”;

- what activates a sell-on clause; and
- how performance metrics are calculated.

Solidarity payments, sell-on percentages, registrations and documentation may now functionally be treated as security. Access to these rights, or co-operation around them, is increasingly tied to the fulfilment of payment obligations.

As these practices spread, transfer agreements are starting to resemble financing documents as much as sporting contracts. The legal structure surrounding payments is rapidly becoming just as important as the player being acquired.

Commercial Rise of Danish Sports Talents

Athletes are increasingly operating at the intersection of performance, media and intellectual property. The following three trends in particular are reshaping how young talents build and protect their commercial value.

Digital reputation becomes a legal battleground

There will be a rise in athletes facing online storms – not due to illegal actions, but because old posts resurface, irony is misread, or context disappears. Social media has effectively become a legal risk zone. As a result, risk management is moving from crisis response to preventative strategy: athletes are urged not only to “think before they post”, but also to prepare for situations where others post about them. Demand for legal claims relating to harassment, defamation and reputational harm is expected to grow substantially.

Identity as a trade mark

A new wave in sports and IP law is transforming an athlete’s identity into a commercial asset. Talents are increasingly expected to register aspects of their likeness – faces, movements, signatures, celebrations – as trade marks. This shift is driven by the rise of AI and deepfakes, by the premium placed on authenticity in sponsorships, and by the fact that athletes themselves have become the primary carriers of brand value. IP strategy is moving from reactive enforcement to proactive structuring, occurring earlier and on a broader scale.

The athlete as a media company

Athletes are no longer just brand ambassadors: they are becoming media producers. Danish and international talents are launching their own podcasts, YouTube channels, production companies and creative studios.

Owning their content allows athletes to control their narrative, build direct fan relationships and retain the underlying IP. This shifts the power balance in the following ways:

- rights migrate from traditional broadcasters to individuals;
- sponsorships resemble distribution partnerships; and
- new revenue streams emerge outside clubs and leagues.

Enforcement of Image Rights in Sports: the Bet365 Precedent

A ruling from the Danish Maritime and Commercial Court against Bet365 has reinforced the legal protection of athletes’ image rights in Denmark. The case involved prominent Danish sports figures – including handball player Mikkel Hansen, football player Christian Eriksen, badminton player Viktor Axelsen and members of the Danish national football team – who sued Bet365 for unauthorised use of their names and images in social media posts. The court found that the betting company’s use of these athletes’ images constituted commercial marketing rather than editorial content, awarding compensation of approximately EUR6,700 (DKK50,000) per infringing post. The ruling was further upheld by the Danish Eastern High Court in the summer of 2024.

This ruling provides significant legal clarity regarding the distinction between editorial use and commercial exploitation of athletes’ images. Bet365 argued that its social media posts merely facilitated sports discussions among users. However, the court determined that the posts served primarily as promotional tools, leveraging the athletes’ recognition to enhance brand engagement. The ruling was based on general legal principles and the Danish Marketing Practices Act, which prohibits the unauthorised commercial use of an individual’s name and image.

One of the most striking aspects of the decision is the compensation model applied. The court established damages based on the standard market rate that the athletes could have demanded had they entered into an agreement with Bet365. The ruling is remarkable due to the way the damages were calculated. Instead of taking the number of images into consideration, the court determined the damages based on the number of social media posts. This shift in methodology could set a new standard in future image rights infringement cases, particularly in the digital age where social media exposure can significantly impact an individual's brand value.

Beyond financial compensation, the ruling also highlights the reputational harm caused by unauthorised commercial associations. Athletes are highly conscious of the brands they endorse, and being associated with a betting company without consent could have adverse implications, particularly given concerns about gambling addiction. While not explicitly stated in the judgment, this reputational harm may have influenced the court's damages assessment.

Significantly, the ruling has likely also expanded the scope for enforcing image rights under Danish law. The court's approach suggests a growing willingness to hold companies accountable for the unauthorised use of individuals' names and images, particularly in digital and social media contexts. This expansion of enforceability means that not only athletes, but also other public figures, may find it easier to claim damages in similar cases.

Companies operating in the sports and entertainment sectors must now exercise greater caution when using athletes' names and images in their marketing strategies. This ruling underscores the necessity of obtaining explicit consent from sports professionals before featuring them in commercial campaigns, ensuring compliance with legal standards, and protecting the value of athletes' personal brands.

ECUADOR



Law and Practice

Contributed by:

Santiago José Zambrano Solano

Conlegal Sports

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Conlegal Sports is a specialised sports law firm located in Guayaquil, Ecuador. It started as a specialised section of the law firm Conlegal Attorneys at Law in December 2018 under Santiago Zambrano after finishing his master's degree in international sports law at the prestigious ISDE in Madrid. Due to the success of the sports department, Conlegal Sports &

Entertainment later absorbed Conlegal Attorneys at Law and became a specialised firm in its own right, on a national as well as international level. After more than seven years in the sports market, in 2026, Conlegal went through a significant change, creating a new logo and brandbook to reflect its standing in the Ecuadorian sports industry.

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1. Athlete Conduct, Integrity and Enforcement

1.1 Anti-Doping Regimes

Doping is not yet considered a criminal offence under Ecuadorian Criminal Law (*Código Orgánico Integral Penal*) and cannot be established in any other legal document outside sport.

The only substances on the World Anti-Doping Agency (WADA) prohibited substances list that are considered criminally illegal in Ecuador are social drugs, such as marijuana, cocaine, heroin, fentanyl, etc.

The national anti-doping agency in Ecuador (*Unidad Nacional Antidopaje del Ecuador* – UNADE) has jurisdiction to impose sanctions in cases of doping in sports. UNADE is recognised by WADA, and is completely autonomous to act in all cases related to WADA in Ecuador. Every Ecuadorian sports federation is obliged to include in its by-laws recognition of WADA for international purposes and UNADE for national purposes. The new Ecuadorian Sports Law considers the fight against doping as being of public interest to the government. It also recognises the jurisdiction of WADA as an international institution that regulates doping, as well as the sanctions imposed by WADA on athletes, national federations and sports organisations.

1.2 Misconduct and Match-Fixing

The new Ecuadorian Sports Law now includes definitions of lack of sporting integrity and match-fixing, both of which can lead to the exclusion of athletes from the Ecuadorian sports system. Besides that, the professional football league and the Ecuadorian Football Federation have drafted rules regarding match-fixing in football because even the Ecuadorian Sports Law does not mention anything about match-fixing in sports.

Every Ecuadorian sports federation includes a sanction for “misconduct and offence to sports integrity” and in those cases, the athlete, club, or anyone related to sports could receive a disciplinary sanction according to the disciplinary code of ethics of the particular federation. The Ecuadorian Olympic Committee works alongside the International Olympic Commit-

tee to help national sports federations implement a legal framework to fight match-fixing in sports, with circulars and a complaints channel for athletes and sports stakeholders.

In the case of professional football, there was an important case related to match-fixing and betting on sports in 2023. In this case, Libertad FC received a sanction from the disciplinary committee of the Ecuador Professional Football League (LigaPro), confirmed by the Court of Arbitration for Sport (CAS), and started the 2024 tournament with minus four points and a fine of USD30,000.

In 2025, a player was sanctioned against participating in professional sport for two years by the disciplinary committee of LigaPro, but an appeal demonstrated that the sanction was unfair and it was withdrawn. This was a famous case, as it concerned a collective sanction that affected three clubs and 20 players.

1.3 Betting-Related Offences

In Ecuador, a new provision prohibits the promotion of betting on sports, although such betting is not illegal and there is no particular legislation that prohibits it. In line with the particular case of “misconduct and offence to sports integrity”, however, there have been many disciplinary sanctions for betting on sports where it is treated as an offence to sports integrity.

Once again, the Ecuadorian Professional Football League has been the first institution in Ecuadorian sports to take steps in this direction by prohibiting betting on sports through the landmark case of Libertad FC in 2023.

In that sense, LigaPro created a new department (the “Integrity Department”) that deals with all situations related to betting on sports. By December 2023, LigaPro had accepted the petition to prohibit all betting on sports by players and board members.

In the most recent case of betting on sports, Libertad FC received a sanction from the disciplinary committee of LigaPro, confirmed by CAS. This meant Libertad FC started the 2024 tournament with minus four points and an economic fine of USD30,000. In addition, Libertad FC player Milton Bolaños was suspend-

ed from playing football for two years, also confirmed by CAS.

The new Ecuadorian Sports Law includes a definition of illegal betting on sport and the regulation of all sports betting companies.

1.4 Disciplinary Framework

The new Ecuadorian Sports Law includes a chapter focusing only on the disciplinary aspects of the Ecuadorian sports system, concerning the organisation of competitions, the elections process, sports administration, etc.

In Ecuador, disciplinary proceedings are followed in every national sports federation and each has the power to impose sanctions on its affiliated members. Each national sports federation should create a disciplinary committee or an ethics committee, such as in the LigaPro or the Ecuadorian Football Federation, but many sports in Ecuador do not fall within such divisions.

A disciplinary proceeding for doping, lack of integrity, or betting offences would include the following stages:

First, the disciplinary committee of the sport's national federation would receive notification of any misconduct by its affiliated members and start a disciplinary proceeding. After this, the disciplinary committee will notify the affiliated members about the disciplinary proceeding so that each person involved can defend themselves and send all the necessary documents to protect their interests.

When the affiliated members send their legal defence, the disciplinary committee will summon a hearing where the parties can discuss the allegations and defence, and reach a decision.

The decision can be appealed by any of the parties.

2. Commercial Rights

2.1 Sports-Related Rights

In Ecuador, key sports-related rights are the naming right of the stadiums, ticketing and the presentation

night of the team squad. This happens every year and during at least the last five years, it has attracted a lot of attention from sponsors and supporters.

This has grown to be internationally attractive by presenting international singers and former football stars such as Carlos Tévez, Ronaldinho, Sergio Agüero and Diego Forlan, among many others.

Ticket sales are also important in Ecuador because it is a customary part of local culture to go to the stadium at the weekend, although this has in the past been affected by problems such as violence in the stadiums, illegal ticket sales and criminality.

Previously, people have posed as supporters in order to commit all kinds of violence in the stadiums. The sale of illegal tickets was also rife, with criminal gangs buying up all the tickets in advance and then reselling them to spectators at inflated prices outside the stadium in order to make a profit. This year, LigaPro is using a new system to identify supporters and has set up online ticket sales to prevent illegal reselling of tickets, which is prohibited by Ecuadorian Sports Law and Criminal Law.

2.2 Sponsorship Terms

Sponsors are very important for sports in Ecuador, especially in football. The Olympics are also important to sponsors as they try to anticipate and negotiate with possible Olympic medallists. The most important aspect for a sponsor in Ecuador is to be affiliated to a national brand, which presents many options in football, while in other sports, sponsors try to connect the principal players in various sports with their companies.

In Ecuador, investment in sport is encouraged through a tax benefit, which works as follows: if a company or investor spends a certain amount on a qualified sports project, at the end of that tax year, they will be entitled to deduct an additional 150% of the amount spent from their pre-tax income (eg, USD100,000 spent on a qualified sports project will allow the investor a USD250,000 deduction on their income for tax purposes).

The following key terms should be included in a standard contract between sponsors and sports right-holders:

- the parties involved;
- the duration of the contract;
- the objective of the contract;
- the goals of the contract;
- any agreed limitations;
- any agreed prohibitions;
- the obligations of the sport right-holder and the sponsors;
- compliance with sports marketing regulations;
- how ambush marketing will be handled;
- all economic obligations; and
- the possibility of alternative dispute resolution.

2.3 Broadcasting Rights

Sports other than professional football do not generate sufficient income in Ecuador to make broadcasting possible. Negotiations to broadcast professional football league games take place between the broadcaster and LigaPro, the league of all professional clubs in Ecuador (Series A and B).

The broadcaster signs a contract of USD12–16 million to be divided among all the professional clubs in Ecuador (in Series A and B). Ecuador will also allegedly have a Series C Division for 2028.

LigaPro has included all the legal protection required by the marketing department to protect the broadcasters' rights and the income generated by the sale of TV rights.

3. Sports Events

3.1 Proprietary Rights and Event Management

Sports events are organised in Ecuador by the stakeholders determined by the Ecuadorian Sports Law, such as national leagues or associations, regional leagues or associations, regional sports federations and national sports federation.

Where another party wishes to organise a sports event, they will need the authorisation of the city where the

event will take place and of the national sports federation. Control of sports events is taken by the national sports federation, usually by means of a civil contract to protect both parties' interests.

According to the new Ecuadorian Sports Law, when a sports event is hosted at a venue built by the Ecuadorian government, all the profits generated by the event must be reinvested in upgrading and improving the venue.

Participation by athletes and fans will depend on the scale of the event (ie, if it is a national event attracting a lot of interest, and if the event counts for national or international ranking).

3.2 Duty of Care and Liability

In Ecuador, liability for sports events is usually determined by the contract signed between the organisers, the owner of the event and the host city. In such a case, liability will be limited by the Ecuadorian Civil Code and the contract signed by the parties, but there have been many cases of tournaments in the past where there was no liability for the organisers in case of injury while competing, as liability was not correctly drafted in the Ecuadorian Sports Law. In the new Ecuadorian Sports Law, however, the sports organisers are responsible for medical care and the prevention of violence, and have an additional obligation to use at least 20% of the funds obtained from the sale of alcoholic beverages for the development of new athletes.

The liability of the athletes to the spectators is determined by the disciplinary code of each national sports federation and sanctions are established through a disciplinary process but not by an individual code of sports liabilities. In the same way, violence and disorder are controlled by the national sports federation with the support of the host city, according to Articles 156 and 157 of the new Ecuadorian Sports Law, and the necessary protection must be provided by the national police department. Where a national sports federation does not have a disciplinary code, then the host city will be in charge of protecting the spectators from violence and disorder.

4. Corporate Structures

4.1 Legal Forms of Sporting Bodies

The only legal form allowed for sporting bodies in Ecuador is that of a civil non-profit association where any funds generated are reinvested in the club. Sporting bodies in Ecuador cannot sell shares or be on the stock market, meaning the structure of a club is very limited. Clubs are largely dependent on sponsorship and broadcasting rights because the Ecuadorian legal system does not allow investors to put money into local sports clubs, although this has started to change in the last few years with clubs being taken over through some legal technicality.

Football clubs in the LigaPro and Ecuadorian Football Federation are required to be structured as professional clubs, but Ecuadorian Sports Law also allows for other kinds of structures such as:

- amateur sport clubs;
- high-performance sport clubs;
- university sports clubs;
- adapted or paralympic sports clubs; and
- special regime military and police sports clubs.

All such clubs in Ecuador start as an amateur sports club, although high-performance sports clubs are for Olympic or semi-professional athletes.

4.2 Corporate Governance Codes

There are no specific sport corporate governance codes, but according to Ecuadorian Sports Law, sports clubs need to comply with an election process and the members of the board should comply with a programme provided by the Ecuadorian sports minister, although in reality, this has never happened.

The Ecuadorian sports minister is in charge of applying the rules of registration of the club's board and if the process is incorrect, the club will not be able to register with the board, which could result in the club losing its affiliation to the national sports federation.

In the last two years, this has become a particular problem for clubs, sports federations and even the Ecuadorian Olympic Committee, due to a lack of regulations and ambiguous law.

Where a national sports federation or sports club does not receive public funds, the board must respond.

The requirements for any person who wishes to become part of the board of a certain club or national sports federation are very basic – they must be an Ecuadorian, be 18 years old or over, and be a member of the sports institution. They are not required to be a professional player or even to have practised the sport in the past.

In the case of insolvency of a sports organisation, sanctions will depend on the by-laws of each national sports federation. However, once again, professional football is the only Ecuadorian sport with such disposition, where sanctions include deduction of points or loss of affiliation in the case of insolvency or not complying with a judicial decision.

4.3 Sport Funding

Sports funding is decided by the Ecuadorian sports minister and the minister of finance, according to the new Ecuadorian Sports Law. In order to receive resources from the central government, a national sports federation needs to go through a process of determining the good use of national resources in terms of sports benefits, the social impact of the sport and its future development. Every national sports federation that develops amateur sports or professional sports will have to fulfil these requirements.

Additionally, national sports federations can obtain their own resources by commercially exploiting the business of sports through organising sports events, ticket sales, broadcasting, summer camps, etc.

5. Intellectual Property, Data and Data Protection

5.1 Trade Marks

Trade marks are registered in Ecuador through SENADI (*Servicio Nacional de Derechos Intelectuales*), which is the institution in charge of all intellectual property.

The first step in registering a trade mark is to search the existing database to find out if a similar or identical brand/mark is already registered.

If this is not the case and the mark can be registered, the required form needs to be filled in, selecting the specific product or service to be protected by the mark (name and logo).

It takes approximately six to eight months for a final decision either conceding or rejecting the mark to be filed. If the mark is conceded, the title will be given within the next six months.

In Ecuador, it is forbidden to register any mark that is similar or identical to a mark that is already registered, or any mark that is considered immoral.

The advantage of the registration of a mark is the income that can be derived through commercial negotiations between sports clubs and companies interested in exploiting economic agreements. For example, Barcelona Sporting Club has its own ice cream with a leading ice cream company in Ecuador, thanks to a commercial agreement between the two institutions.

5.2 Copyright/Database Rights

In the same way as trade marks, copyright and database rights are protected by the Ecuadorian Law of Social Economy of Knowledge, Creativity and Innovation through SENADI.

The protection is conceded once filing and registration at SENADI have been completed.

The most common way to demand and protect a copyright is to send cease and desist letters to the offenders.

To date, there are no significant cases in Ecuador relating to copyright and database rights linked to football.

5.3 Recognising Personality/Image Rights

In Ecuador, the legal recognition of image rights is entrusted to the Ecuadorian Law of Social Economy of Knowledge, Creativity and Innovation. It is quite common to see Ecuadorian clubs including image rights clauses for national or international athletes, mainly in professional football. Besides including image rights clauses, however, clubs do not usually register or protect the image right of each athlete at SENADI,

meaning that unprotected image rights could be commercially exploited by a third party.

It is therefore important for every professional club to protect the image right of each player by having this registered with SENADI, giving the club the necessary competence to use it.

5.4 Protecting Personality/Image Rights

The most common cases involving personality protection have to do with criminal offences where the image rights of an athlete or professional football player have been used to blackmail football fans by requesting money transfers, or fake news made by using AI.

5.5 Licensing

Sports bodies and athletes need to draft IP licensing contracts between clubs or athletes, with any potential trade mark that may be of interest included in such an agreement. In order to exploit any intellectual property, application has to be made at the Ecuadorian Law of Social Economy of Knowledge, Creativity and Innovation and the IP needs to be protected through registration at SENADI, as mentioned in 5.3 **Recognising Personality/Image Rights**.

5.6 Assignment of IP Rights

IP rights have to be registered at SENADI. In order to assign IP rights to third parties, a contract including specific clauses for the use of the IP rights needs to be registered at SENADI and a licensing agreement from SENADI authorising the use of the IP rights needs to be obtained.

5.7 Data in Sport

Sports data in Ecuador is still not completely developed for the use of sports bodies or stakeholders and it appears that, so far, sports data has only been used by certain companies that use email or financial information to promote their products or services.

The sports data of each athlete is basically only used in professional football to evaluate the athlete's performance.

In 2026, spectator data will be used by the Ecuadorian Professional Football League when it introduces the "FAN ID", which can potentially be used for commer-

cial purposes and will therefore have an impact on spectators.

5.8 Data Protection

The data protection law in Ecuador is very recent, and it has not so far been used in a sports context relating to athletes, clubs, sporting bodies, spectators or fans.

6. Dispute Resolution

6.1 Role of National Court Systems

The national court system in Ecuador has relegated disputes concerning sports bodies because of the delayed processes, the lack of specific sports law knowledge, corruption and many other concerns about the national judicial system.

Instead, each national sports federation has the competence to create an independent dispute resolution chamber which can decide on topics related to sports law, such as labour contracts, contractual relationships with clubs, and training compensation, among many others. Disputes are settled in the dispute resolution chamber and are not referred to the national courts.

6.2 ADR Mechanisms

Lack of trust in the regular judicial system, coupled with the possibility of gaining quick results in certain legal areas, have made arbitration an attractive option in Ecuador. The two best-known arbitration centres are in Guayaquil and Quito, but there is at least one arbitration centre in each of the most important cities of Ecuador.

According to Ecuadorian Sports Law, arbitration is recognised in sports disputes, but there is no dedicated arbitration chamber for this purpose. The only sport that has therefore implemented arbitration to date is football, and only because FIFA requested this.

6.3 Sanctions, Remedies and Challenges

The power of sports governing bodies to enforce sporting or financial sanctions in Ecuador is established in their statutes and detailed in every disciplinary code of the sporting body, approved by their affiliated members and by the Ecuadorian Sports Law.

The autonomy given to each sport's governing body is recognised by the international sports federation and accepted by the Ecuadorian sports minister. However, in recent years the Ecuadorian sports minister has intervened in the affairs of different national sports federations when they have not complied with certain regulations under the Ecuadorian Sports Law.

If a party wishes to appeal a decision they can do so before the appeal tribunal of the same sports federation, or present an appeal to the international sports federation or CAS, both of which are accepted under the Ecuadorian Sports Law.

7. Employment Contracts and Rights

7.1 Sports-Related Employment Contracts

Relationships between sports organisations and players are usually handled in a very informal way, as many club owners do not like to negotiate with agencies, or prefer to work with one particular agent. This manner of handling relationships with players, where most club owners prefer to skip any communication with agencies to save money on the contract, has not been good for communication or building relationships.

As mentioned previously, in Ecuador the only professional sport is football, so football players are the only athletes that must be employed by a club. Most of the contracts for players include labour law clauses and just a few sports law clauses because it is common to use a single template of a contract for multiple purposes.

Salary caps are not enforced in Ecuador; only the minimum income for a professional player is stipulated.

It is common for mistakes to be made in drawing up these employment contracts, particularly when it comes to buy-out clauses, which can often make it very complicated to negotiate an international transfer.

7.2 Employer/Employee Rights

As football is the only professional sport in Ecuador, rules regarding employers and employees are only applicable to football. In other sports, there is no obli-

gation to sign a labour contract with the athlete so there is no employer/employee relationship.

Disputes in professional football contracts most commonly arise because football clubs have not registered a labour contract according to the rules governing employer and employee, as a result of which, the competence to decide in the case of a labour dispute is unclear.

Another problem that sometimes arises with employer/employee rules is that the documents justifying payment of the players' salaries have not been signed.

If these documents, called payment roles, are not signed by the players, they cannot receive their salary, which can lead to professional football clubs being sanctioned with points deductions.

7.3 Free Movement of Athletes

There is no such thing in Ecuador as a special visa for foreign athletes. The only visa a foreign athlete needs is a labour permit given by the foreign minister and this only applies to professional footballers because, as mentioned previously, there is no obligation to sign an employment contract with athletes from other sports.

For football, the number of foreign athletes is limited by the competition rules of LigaPro to eight players. In tournaments organised by the Ecuadorian Football Federation, the number of foreign players is also capped according to the competition rules, and will depend on the kind of tournament.

Finally, there is no relevant visa restriction for foreign athletes, but there are multiple benefits in terms of migration for athletes that are born in the Andean Community (Peru, Colombia, Bolivia and Chile).

8. Women's Sport

8.1 Development and Growth of Women's Sport

Professional women's sport in Ecuador is limited to football. Other sports are not considered professional, so there is no obligation to sign a labour contract. In addition, even in football, there is no obligation to sign

labour contracts with most of the players and besides, the women's professional football tournament only lasts three months, so for the rest of the year, the club will not have any obligation to pay the players.

At the beginning of 2026, the Law of Equality in salaries was signed in Ecuador. As this is supposed to be implemented for football as well as other forms of employment, it is hoped that new legal requirements to protect women football players can soon be drafted.

One of the most well-known cases in women's sport happened in 2025 when several female football players at a renowned club in Ecuador received authorisation to finish their contracts with their former club by just cause according to 12bis and 14bis of FIFA's Regulations on the Status and Transfer of Players (RSTP). The dispute resolution chamber of the Ecuadorian Football Federation accepted the just cause even though there was no intimation that unpaid salaries were going to be settled, and the former club was not required to prove that it had settled all the supposed unpaid amounts.

8.2 Organisations and Initiatives to Promote Women's Sport

The creation of the Ecuadorian Professional Superleague for female football is a great step in providing a professional structure for female football and the possibility to increase the incomes of female football players.

There are no specific organisations or initiatives for women in any other sport in Ecuador.

9. Esports

9.1 Development and Growth of Esports

In Ecuador there is no recognition for a specialised Esports Club, as this cannot be created by the Ecuadorian Sports Law and be registered by the sports minister. However, this is an industry that is growing a lot year on year, with many tournaments and skilful gamers. From a legal perspective, there are no formal obligations for clubs, gamers, owners or investors, so this is still a very informal industry at present. There

is also no obligation for labour contracts for gamers, intellectual property rights or broadcasting rights, but in the coming years these legal aspects will no doubt be considered and included in the industry.

9.2 Key Trends and Notable Deals in Esports

So far in Ecuador there have not been any key trends regarding esports or notable deals, other than the organisation of esports tournaments.

10. NFTs, AI and the Metaverse

10.1 Non-Fungible Tokens (NFTs)

In Ecuador there is no NFT regulation, but this could possibly fall under intellectual property regulations.

The only sporting body that uses the NFT market is the Ecuadorian Football Federation, but this has not had a significant impact on Ecuadorian society.

10.2 AI

In Ecuador there is no AI regulation, but this could possibly fall under intellectual property regulations.

10.3 The Metaverse

In Ecuador there is no metaverse regulation, but this could possibly fall under intellectual property regulations.



Law and Practice

Contributed by:

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Segev Tal Sports Law is a boutique law firm specialising in all legal sports issues. The firm works with numerous high-profile figures in Israel and worldwide, and provides legal advice to football and basketball players from top leagues; volleyball, handball, and tennis players; top league clubs; players' agents; coaches; and sports organisations. The firm has in-depth knowledge of all sports regulations and the unique regulations that exist in various industries, and extensive experience in managing negotiations, preparing contracts, preparing regulations, and handling club licensing processes. In addition, the firm regu-

larly assists players with transfers between teams, including the negotiation and execution of early contract terminations where necessary. Segev Tal Sports Law also has significant international experience, advising Israeli athletes seeking to compete abroad, supporting clubs in cross-border transfers, and representing clients in proceedings before international bodies such as FIFA and the Court of Arbitration for Sport (CAS). The firm further represents clients in litigation matters, including arbitration and mediation proceedings, as well as before disciplinary committees.

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1. Athlete Conduct, Integrity and Enforcement

1.1 Anti-Doping Regimes

Doping is generally regarded as a criminal offence under Israeli law. All sports are currently subject to the jurisdiction of Israel's National Anti-Doping Organisation (NADO), which operates in accordance with the rules and standards of the World Anti-Doping Agency (WADA). As a result, WADA regulations are fully applicable at the domestic level. For example, an Israeli boxer was required to provide a urine sample following the national boxing championships.

It is important to note that certain substances which may be lawfully prescribed to the general public are nevertheless prohibited for use by athletes. For instance, cannabis may be prescribed for medical purposes in Israel, and medications such as Ritalin, commonly used to treat ADHD, are also legally available. However, such substances may still fall within the list of prohibited substances under anti-doping regulations.

A notable case involved an Israeli basketball player who took Ritalin as a prescribed medication for academic purposes, without informing his club doctor or coaching staff. After testing positive, the player was sanctioned with a six-month suspension. In a separate case, another basketball player received a six-month suspension for the use of cannabis.

In another incident, a boxer failed to provide a required sample and left the venue without authorisation. This was treated as a serious violation, resulting in a suspension of two years.

Similarly, a football player who independently purchased a protein shake from a private importer tested positive for testosterone, an anabolic steroid, found in the product. The player declined to have the B sample analysed and argued that the substance had been consumed in good faith. Nevertheless, he was sanctioned with a two-year suspension, reflecting the strict liability approach applied in anti-doping enforcement.

1.2 Misconduct and Match-Fixing

Gambling, match-fixing, bribery and fraud are prohibited in Israel across all sporting disciplines. The regulations of internal sporting bodies reflect this prohibition, incorporating rules against such unlawful conduct within their disciplinary frameworks. For example, breaches of Articles 20 (31), 20 (32), 20 (33) and 20 (33/2) of the Israeli Football Association Disciplinary Code may result in sanctions of up to lifetime suspension.

The Israeli Football Association (FA) is responsible for combating match-fixing and misconduct by clubs. In Israel, all players and clubs sign a standardised agreement, which includes basic terms such as salaries. However, there is also an option to attach an annex to this agreement containing additional details and conditions.

At present, a significant case has emerged involving so-called “double contracts” — one contract submitted to the FA's budgetary supervisory authority, and a separate annex. The FA conducted a private investigation through an independent investigations firm, which revealed that a top-division football club had entered into both the official agreement and an annex with its players. Crucially, the club knowingly misled the FA by submitting only the standard agreement. This situation may have serious consequences, as there is a discrepancy between the salaries declared to the FA and the amounts actually paid to players.

This raises genuine suspicion, as such discrepancies may indicate “under-the-table” payments and, consequently, a real risk of match-fixing. The club in question has now been formally charged and is currently subject to disciplinary proceedings before the FA. If the club is found guilty, its management may face further consequences, including investigations by the tax authorities and the Corporations Authority. In this context, all individuals holding managerial positions could potentially be held liable, as Israeli law recognises vicarious liability in such cases.

1.3 Betting-Related Offences

The only lawful gambling operator in Israel is a state-established body – the Israel Sports Betting Board (semi-governmental, although operationally independ-

ent, hereinafter referred to as “TOTO”). This organisation derives its authority from statute, specifically the Sports Betting Regulation Law, 5727–1967. Accordingly, betting conducted through TOTO is lawful.

Nevertheless, it is well established that betting is prohibited for participants. Many football and basketball clubs explicitly stipulate in employment contracts that players are forbidden from engaging in betting activities, including those conducted through TOTO.

Furthermore, sports associations impose a blanket prohibition on betting by athletes, embedding these restrictions within their internal disciplinary regulations. A notable domestic case concerns betting in women’s football, arising largely because the women’s game is said to satisfy a particular niche demand among gamblers whilst simultaneously operating within a comparatively limited public sphere. As a consequence, relatively few people are exposed to such unlawful activity. Investigations of this nature are conducted by the FA, and any athlete found guilty may face a lifetime ban from all official football activity.

1.4 Disciplinary Framework

See 1.3 Betting-Related Offences.

2. Commercial Rights

2.1 Sports-Related Rights

Merchandising

Sports clubs and organisations in Israel invest considerable effort in increasing revenue from merchandise. To this end, Israeli clubs are placing growing emphasis on innovative sports technology solutions aimed at enhancing fan engagement and, consequently, improving their ability to monetise fan traffic and merchandise sales.

However, Israel is not generally regarded as an attractive market for foreign fans. As a result, clubs primarily focus on local fans, as well as Jewish fans around the world.

Most sports clubs in Israel are affiliated with a national sports centre. For instance, all “Maccabi” clubs fall under the authority of the Maccabi Israel sports cen-

tre, which, among other responsibilities, manages the rights associated with the various Maccabi logos.

With regard to intellectual property, football clubs are required, in accordance with UEFA regulations, to demonstrate that they hold the rights to use their logos, names, abbreviations, colours and related assets, thereby ensuring proper protection of club rights.

Ticketing

Clubs in Israel typically engage external service providers to manage ticket sales, from which the clubs derive revenue. Some clubs, however, operate their own ticketing systems.

In general, it is prohibited for fans to resell tickets to other supporters at prices exceeding the official face value, and such conduct is considered unlawful. Individuals engaging in this practice may face sanctions for ticket touting.

As noted above, many clubs now issue electronic tickets featuring dynamic barcodes that change each time the application is accessed. This makes it effectively impossible to resell the same ticket multiple times without detection.

Additionally, some clubs use a single barcode valid for an entire season, which reduces the likelihood that season ticket holders will transfer their tickets to unauthorised individuals, particularly supporters of opposing teams.

Hospitality

Hospitality offerings, such as VIP seating and private boxes, are widespread in Israel. These premium options are typically costly and are often included as part of broader packages offered to sponsors or private companies, which may use them to host employees or international guests.

Such hospitality services represent an additional revenue stream for clubs, enabling them to monetise the matchday experience by offering enhanced seating, catering, beverages, dedicated service staff and other exclusive amenities.

2.2 Sponsorship Terms

As in other jurisdictions, sport in Israel provides a valuable platform for sponsors to promote their brands. During the previous season, total attendance at football stadiums exceeded 1.5 million spectators.

At major sporting events, television ratings can reach between 15% and 18%, representing audiences of several hundred thousand viewers.

Moreover, the Israeli FA has begun broadcasting third-division matches independently in order to increase exposure for this level of competition, with the aim of attracting additional sponsors and, consequently, increasing financial support for clubs in that division.

There is no specific statutory regulation governing the categories of sponsors; instead, the matter is largely guided by accepted norms. For example, alcohol, cigarettes and smoking-related products are generally not promoted within the context of sport in Israel.

There is, of course, legislation prohibiting racism, which bars the publication of any racially discriminatory content or associated products.

Naming rights arrangements do exist in Israel, particularly in basketball, where clubs often incorporate the name of a sponsor into their official club name. This ensures that the sponsor receives consistent brand exposure whenever the club's name is used. A similar approach applies to league sponsorships, with both football and basketball leagues promoting the names of their principal sponsors.

2.3 Broadcasting Rights

There are three principal sports channels in Israel that acquire broadcasting rights to sporting events through formal tender processes.

For major international tournaments intended for a general audience, key events are often also broadcast on free-to-air television channels, such as flag-ship events during the Olympic Games.

Broadcasters in Israel are permitted to use pay-per-view models, either on a per-match basis or through subscription packages. For example, rather than pay-

ing approximately ILS10–15 (around EUR3.50) per match, viewers may purchase monthly or annual subscriptions, typically costing around EUR20 per channel, which provide access to all matches broadcast on that channel. This may amount to over 100 matches per month for the same fee.

Broadcasters naturally promote their own services through these channels.

Leagues often sell broadcasting rights on a non-exclusive basis, partly to ensure that less affluent audiences can still access matches. Consequently, at least one of the main fixtures in each league is usually broadcast on a free-to-air channel.

In terms of intellectual property, where one broadcaster holds the rights to a full match, another channel may air a shortened version. In such cases, the latter must clearly acknowledge the original broadcaster, and the highlights must remain brief so as to encourage viewers to watch the full match on the primary rights-holder's channel.

3. Sports Events

3.1 Proprietary Rights and Event Management

The proprietary rights to sporting events are primarily owned and controlled by the organisers, typically the relevant federation or association. This is particularly evident in the context of broadcasting rights, which are initially held by the federations and subsequently sold to broadcasters, thereby generating revenue.

At a more local level, home teams hold certain proprietary rights in relation to their matches. They are entitled to sell tickets and commercial space within the stadium, including areas outside the stadium. However, stadiums in Israel are generally owned by the municipality, which typically lease them to clubs on a long-term basis. Municipalities often retain control over certain commercial areas as an additional means of generating income.

Despite holding proprietary rights, clubs must comply with regulations imposed by federations and asso-

ciations. These may include requirements relating to ticket allocations for minors and women, seating arrangements, pricing (for example, free entry is generally prohibited unless prior approval is obtained from the FA Secretariat), and security measures. Security arrangements must also be approved by the local police, meaning that sporting events are subject to oversight by external authorities.

In summary, although clubs hold proprietary rights over their events, they remain subject to a comprehensive regulatory framework and security requirements that govern the organisation and commercialisation of sporting events.

3.2 Duty of Care and Liability

In Israeli law, the concept of a duty of care is a fundamental principle, as set out in the Tort Ordinance (New Version). In practice, this means that sports organisers are required to take extensive measures to ensure the safety of spectators both inside and around sporting venues.

From a security perspective, sporting events are subject to prior approval by the police, including determinations regarding the number of stewards, the deployment of police personnel and the extent of physical barriers. These measures are designed to enhance spectator safety both inside and outside the stadium. At high-profile events, entry points may also be equipped with metal detectors and pyrotechnic detection systems, in accordance with police requirements.

In addition, the police may impose alcohol screening at entrances in order to prevent intoxicated individuals from entering the venue. The police also retain the authority to cancel a sporting event, even shortly before it is due to commence, if they consider the overall circumstances to pose a risk to the safety of athletes and spectators alike.

Where necessary, away fans may be required to remain inside the stadium after the match until the police have cleared the surrounding area, thereby ensuring their safe departure.

Furthermore, in accordance with legal requirements, federations, associations, venue owners and event

organisers must provide adequate facilities for spectators with disabilities, ensuring that they are able to enjoy the event on equal terms. This includes appropriate seating arrangements, as well as provisions for accompanying persons and, where relevant, assistance dogs. Failure to meet these obligations may constitute a breach of the duty of care.

As a general rule, athletes are not liable to spectators, except in cases involving direct physical assault.

4. Corporate Structures

4.1 Legal Forms of Sporting Bodies

Sports clubs and federations in Israel may adopt one of several legal forms: a non-governmental organisation (registered with the Registrar of NGOs), a private company, or a community interest company (both registered with the Registrar of Companies). A variety of such structures can be found even within the top leagues.

The principal differences between these forms relate to taxation, the ability to generate profit, and eligibility to receive donations with associated tax benefits. The choice of legal structure typically depends on the preferences and objectives of the club's management.

Sports associations are generally established as NGOs, but they operate under a distinct regulatory framework. They are constituted pursuant to the Sports Law (1998–5748), which grants them authority to adopt internal rules, regulations and judicial bodies.

4.2 Corporate Governance Codes

In Israel, NGOs are governed by the Non-Profit Organisations Law, 1980–5740, while companies (including community companies) are regulated by the Companies Law, 1999–5759. These statutory frameworks apply to all NGOs and companies, and are intended to regulate and protect shareholders, creditors, debtors, and establish proper corporate governance procedures.

The eligibility criteria for company directors are set out in Article 226 of the Companies Law. For example, minors (under the age of 18), individuals declared

legally incompetent, and persons convicted of certain offences – particularly those involving fraud or moral turpitude – are disqualified from serving as directors for specified periods following completion of their sentence (eg, five years following completion of the sentence in the case of moral turpitude offences). Additional disqualifications apply in relation to offences under the Companies Law, the Securities Law and competition law, as well as to individuals barred by court order.

Directors are subject to three principal duties: a duty of loyalty, requiring them to act in the best interests of the company rather than their own; a duty of care, requiring them to act reasonably; and a duty of disclosure, obliging them to report any personal conflicts of interest in relation to company transactions.

The eligibility requirements for membership of an association's board of directors are governed by the Associations Law. The following are prohibited from serving in such a capacity: minors under the age of 18, persons who have been declared legally incompetent (for instance, on account of a medical condition), persons convicted of an offence involving moral disgrace, and any individual disqualified by order of a court or the Registrar of Associations.

An association may, through its bylaws, establish additional eligibility conditions beyond those prescribed by law, where it considers such requirements necessary for the appointment of a board member.

A board member of an association is subject to core duties broadly equivalent to those of a company director: a duty of loyalty, requiring them to act solely in the best interests of the association and its public objectives rather than for personal gain; a duty of care, requiring them to act reasonably and fairly; and a duty of disclosure, requiring them to declare any conflicts of interest and abstain from voting on matters in which they hold a personal interest.

It is worth emphasising that the distribution of profit is strictly prohibited in non-profit organisations, representing a foundational principle of the law in this area. Given that all assets and objectives must serve the public benefit exclusively, such organisations are

afforded certain advantages, including tax exemptions on donations received.

Personnel of both NGOs and companies may also be subject to criminal liability for breaching the provisions of the relevant legislation in relation to their duties. In this regard, the Bureau of Labour may summon position holders who violate employees' rights under mandatory labour law, and the tax authority holds equivalent powers.

Of particular note, the Football Association prohibits individuals with a criminal background from being members of football clubs, and retains the power to compel clubs to remove such position holders. In cases of insolvency, federations are empowered to impose a range of sanctions on clubs, including monetary fines, points deductions and demotion to a lower league.

4.3 Sport Funding

Sport in Israel is funded through a variety of sources, primarily private investment and donations. In addition, TOTO plays a significant role in supporting sporting activities, particularly at the amateur level, although top-division clubs also benefit from its subsidies. TOTO operates under statutory regulation, specifically the Sports Betting Regulation Law, 1967–5727.

Municipalities also provide financial support to local sports teams and initiatives, in some cases amounting to millions of Israeli shekels. Municipalities are subject to various legal obligations requiring them to distribute funding relatively equally across different sports and between men's and women's activities.

A further significant income stream for sports organisations derives from federations and league management bodies, which generate revenue through the monetisation of broadcasting rights, league naming rights, UEFA subsidies and similar arrangements. For leading clubs in Israel, ticket sales and merchandise can also constitute a substantial source of income.

In individual sports, athletes may draw funding from private sponsors or through arrangements with sponsors affiliated with the Olympic Committee.

5. Intellectual Property, Data and Data Protection

5.1 Trade Marks

In Israel, trade marks are registered with the Israeli Patent Office in accordance with the Trade Marks Ordinance (New Version), 1972–5732. The process begins with the filing of an application, followed by an examination stage and a period during which third parties may oppose the registration. If no successful opposition is raised, the trade mark is registered.

Certain marks are not eligible for registration, including those that contravene public policy or contain racist or discriminatory elements. Generic terms, misleading marks and any sign deemed contrary to public order or morality are also forbidden.

Registration confers exclusive rights upon the owner, together with a legal presumption of ownership within Israel, thereby facilitating enforcement and protection of the mark.

Notably, Israel recognises well-known trade marks even in the absence of local registration, in line with international obligations under the Paris Convention. As a result, globally recognised sports brands such as Nike or Adidas enjoy protection in Israel even without a locally registered trade mark.

5.2 Copyright/Database Rights

Copyright protection in Israel is governed by the Copyright Law, 2007–5768, which replaced the earlier British Mandate legislation. Registration is not required, as protection arises automatically upon the creation of an original work.

For a work to qualify for protection, it must be original and fixed in a tangible form, such as a broadcast, photograph, film or written material. In the sporting context, this includes match broadcasts, club logos, training materials and other related content.

That said, registering a logo, name, initials or colours is generally understood to afford broader protection. Israeli professional football clubs are subject to UEFA requirements under the UEFA Club Licensing and Financial Sustainability framework, and must accord-

ingly provide proof of registration of such elements, or at minimum demonstrate the right to use them – a right typically held by the national sports centre, which generally holds the relevant rights on behalf of almost every club, such as Maccabi Israel or Hapoel Centre.

The principal defence against infringement is fair use, which in Israel is assessed on a case-by-case basis. In the sporting context, the most contested area concerns broadcast rights. Israeli courts have addressed the unauthorised streaming of football matches on a number of occasions, consistently upholding the rights of broadcasters as copyright holders.

5.3 Recognising Personality/Image Rights

The principal legal tools in Israel include the Protection of Privacy Law (1981), which prohibits the use of an individual's name, image or likeness for commercial purposes without their consent, and the Copyright Law (2007), which protects photographs, videos and other creative works featuring an athlete's image. These frameworks provide both the athlete and the creator with a solid legal basis for protection.

Israeli courts have also developed protection through the doctrine of unjust enrichment, essentially holding that where a person profits from the use of another's image without permission, compensation may be due even in the absence of a formal contractual relationship.

In addition, individuals have the right to prevent the use of their photograph without consent, particularly where minors are involved.

In practice, however, most professional athletes rely on sponsorship and endorsement agreements to safeguard their rights, rather than depending solely on statutory protections. Conversely, clubs and league organisers typically protect their position through employment contracts, under which athletes grant advance consent for the use of their name and image, often extending beyond the duration of the contractual relationship.

5.4 Protecting Personality/Image Rights

In Israel, personality and image rights are also protected under the Commercial Torts Law (1999), which

prohibits misleading the public regarding a false association between a brand and an athlete. For example, if a club or association uses a player's image in a way that implies a non-existent sponsorship arrangement, this may give rise to a legal claim.

The principle of unjust enrichment provides an additional layer of protection. Even where there is no explicit misrepresentation, if a third party derives benefit from an athlete's reputation without authorisation, the athlete may still be entitled to compensation without the need to prove actual damage.

A common practical issue in sport is ambush marketing, whereby a brand seeks to associate itself with a well-known Israeli athlete or team without any formal agreement. Israeli courts have demonstrated a willingness to address such conduct through a combination of the Commercial Torts Law, unjust enrichment principles, and the Basic Law: Human Dignity and Liberty, which recognises a person's proprietary interest in their image as part of their fundamental rights.

Although legal protection exists, athletes are generally required to enforce their rights proactively. Failure to do so may, in some circumstances, be interpreted as tacit consent to the use of their image.

5.5 Licensing

In Israel, sports bodies, clubs and athletes may license their IP – including trade marks, copyright and image rights – through standard commercial agreements governed by general contract law and administered by the relevant authorities.

Professional clubs actively license their brands for merchandise, sponsorship and broadcasting purposes, thereby generating significant commercial revenue. Similarly, professional athletes license their name, image and likeness through endorsement arrangements.

A distinctive feature of the Israeli system is the role of historic sports movements such as Maccabi, Hapoel and Beitar, which hold registered trade marks protecting their names and branding across all affiliated clubs, both amateur and professional. For example, a Thai boxing group operating under the Maccabi

framework benefits from the same brand protection as prominent clubs such as Maccabi Tel Aviv or Maccabi Netanya. This centralised brand structure is relatively unique and means that intellectual property protection in Israeli sport depends less on the professional status of a club and more on its affiliation with an established sports centre.

5.6 Assignment of IP Rights

As a general rule, IP rights in Israel may be freely assigned under contract law, subject to certain important limitations.

Under the Copyright Law (2007), moral rights – such as the right to attribution and the right to the integrity of a work – are inalienable and remain with the creator permanently even after the economic rights have been transferred.

Trade marks may also be freely assigned, provided that such assignment does not mislead the public.

In the sporting context, courts may scrutinise assignment agreements involving athletes, particularly where there is a significant imbalance of power, such as in agreements involving young players. Arrangements that appear excessively one-sided or entered into under pressure may be subject to challenge.

Accordingly, while the assignment of IP rights is generally permitted in Israel, it is not without limits and remains subject to judicial oversight.

5.7 Data in Sport

Sports data is becoming increasingly central to the operations of Israeli clubs and federations, although the market remains less developed than in leading European leagues. Israeli clubs make use of athlete performance data for training optimisation, injury prevention and talent identification, drawing on the country's strong technological ecosystem. Fan engagement data is also collected through ticketing platforms and club applications, primarily for marketing and engagement purposes. Importantly, the collection of fan data is subject to prior consent where it is obtained via websites or applications. At the professional level, the use of wearables and GPS tracking systems has become standard practice.

From a commercial perspective, the opportunities are significant. Performance data can be monetised through broadcasters, fantasy sports platforms and, in particular, betting operators. Given the regulated nature of the sports betting market in Israel, this represents a particularly relevant and expanding area.

However, the legal framework has not fully kept pace with these developments. The Privacy Protection Law (1981) and its associated regulations impose a clear requirement for informed consent, meaning that any collection of personal data must be authorised by the individual concerned. This applies equally to athletes, fans and staff. In practice, clubs are therefore required to obtain explicit consent before collecting biometric, performance or behavioural data, creating a substantial compliance obligation that is not always consistently observed.

5.8 Data Protection

The primary legal framework for data protection in Israel is the Privacy Protection Law (1981), together with the Information Security Regulations (2017). These require informed consent for the collection and processing of personal data, including athlete performance data, biometric information and fan-related data.

As Israel benefits from an adequacy decision from the European Union, the General Data Protection Regulation (GDPR) also applies directly to Israeli organisations that process the personal data of EU residents. Given the extent of cross-border activity in Israeli sport – such as player transfers, international competitions and broadcasting arrangements – this results in a genuine dual compliance obligation, with many organisations still in the process of adapting to these requirements.

In practical terms, clubs must ensure that medical and performance data shared during transfers, as well as fan databases used for marketing purposes, comply simultaneously with both Israeli law and GDPR standards.

Ongoing reforms to Israeli privacy legislation, closely modelled on the GDPR, are expected to strengthen these obligations further. As a result, robust data gov-

ernance in the sports sector is increasingly becoming not only a matter of best practice, but a legal necessity.

6. Dispute Resolution

6.1 Role of National Court Systems

Israeli sports law grants federations the authority to establish independent judicial bodies responsible for handling disputes and disciplinary matters. These bodies are empowered to impose both sporting and financial sanctions, and may, for example, prohibit individuals from holding official positions within clubs or organisations.

However, a significant tension exists between sports judicial bodies and the wider legal system, particularly in relation to employment rights – players being classified as employees under Israeli law. Specifically, there is a considerable conflict between the ADR mechanisms of sports associations and the Israeli labour courts, which hold exclusive jurisdiction over disputes concerning mandatory employment rights. Whilst sports association arbitration bodies possess considerable expertise in the particular circumstances of professional athletes – such as the obligation to work on rest days, restrictions on freedom of movement, and the right to select rest days during the playing season – only the labour courts are competent to adjudicate on matters touching upon such fundamental statutory rights.

In response to this ongoing tension, the Israeli FA recently launched a parallel internal arbitration procedure, operational since July 2025, comprising retired labour court judges capable of handling mandatory rights disputes. This mechanism is still in its infancy, and it remains to be seen whether it can successfully navigate the inherent conflict between the labour courts and sports associations' ADR mechanisms.

6.2 ADR Mechanisms

Most sports federations and associations in Israel maintain their own internal judicial bodies, which may include disciplinary committees and arbitration panels. As noted, the Israeli Sports Law expressly authorises the establishment of such internal judicial bodies.

However, certain smaller or less prominent federations do not operate their own internal bodies. In such cases, disputes may be referred to a central arbitration body serving multiple sports federations. This framework provides an alternative to civil litigation, which is often slower, less specialised and less attuned to the time-sensitive nature of sporting competitions and seasons.

Federations that rely on this central arbitration body recognise its authority to resolve disputes between athletes and clubs from the same federation or association.

6.3 Sanctions, Remedies and Challenges

The Israeli Sports Law empowers sports governing bodies to establish internal judicial systems, including disciplinary committees, arbitration panels and mediation mechanisms. These bodies operate with a degree of independence and are not strictly bound by civil procedural rules or case law, although they often reflect similar legal principles. One of the underlying objectives is to limit recourse to civil courts, except in exceptional circumstances, such as where a decision is alleged to contravene public policy.

Sports governing bodies also possess effective enforcement tools. They can ensure compliance with internal decisions by imposing sanctions – financial or sporting – on parties that fail to abide by rulings issued through ADR mechanisms.

In relation to external decisions, such as those of the civil labour courts, sports governing bodies enforce compliance through a practical mechanism tied to the annual budget confirmation process. At the commencement of each sporting season, football clubs must demonstrate that no final and binding verdict is outstanding against them in order to receive their yearly budget approval. This requirement serves as an effective lever for ensuring adherence to external legal decisions.

Those wishing to challenge such decisions retain the right to approach the civil courts, provided they can establish a legal basis for doing so under the relevant legislation.

7. Employment Contracts and Rights

7.1 Sports-Related Employment Contracts

All contractual relationships between clubs and professional athletes in Israel must be governed by a valid written contract (or another form of document setting out working conditions). This requirement is enshrined in local law. Accordingly, sports associations, in order to safeguard clubs, require them to engage players under a standard minimum contract, which sets out the respective rights and obligations of each party and specifies the basic terms relating to salary, scope of work, social rights, and similar matters.

At certain amateur league levels, there is no mandatory standard contract, and these athletes may be considered employees. In the event of a dispute, this will be determined on a case-by-case basis.

There is no salary cap in Israel, though agents representing basketball players are required to operate within salary cap restrictions. Anti-competitive clauses in contracts are prohibited, and whilst such restrictions are rarely encountered in managerial positions, Israeli jurisprudence may permit them provided the individual receives prospective compensation. In any event, such clauses are of no practical relevance to sportsmen and women, principally because Israel is bound by the rules and regulations of the relevant international associations, which effectively prohibit such restrictions.

7.2 Employer/Employee Rights

Sports governing bodies must comply with national laws governing the employer–employee relationship. These rules are strongly employee-oriented, on the basis that employers are regarded as the financially stronger party and therefore hold greater power in the employment relationship.

As noted, there is a significant tension concerning the authority of ADR bodies to deal with disputes involving mandatory rights. Recent case law has addressed this issue directly, establishing that purely contractual disputes may be referred to ADR bodies and sports governing authorities. However, where a dispute involves mandatory statutory rights, jurisdiction rests with the labour courts.

In general, the labour courts recognise the specific nature of sport. In two recent cases, *Zubas v Bnei Yehuda* and *Amos v Maccabi Netanya*, it was held, inter alia, that although players are entitled to minimum rest days during the season and to additional payment for working at weekends, the unique characteristics of sporting activity must be taken into account. Consequently, the labour court rejected the players' claims for compensation for working on weekends and rest days, as well as their claims for compensation for being unable to exercise their entitlement to a day off during the season. The court concluded that players may instead take their rest periods during the interval between the end of one season and the start of the next.

7.3 Free Movement of Athletes

The Basic Law: Freedom of Occupation is one of Israel's constitutional Basic Laws, protecting every person's right to engage in any occupation, profession or trade of their choosing. In practical terms, the state cannot prevent a person from working, opening a business or participating in any economic activity without sound justification. Public policy serves as the primary limiting principle – a person may not, for instance, open a business selling illegal substances, nor operate a food business without the requisite permits.

As with any fundamental right, freedom of occupation is not absolute and may be restricted by the state, but only where such restrictions are grounded in law or justified by public policy considerations.

In the sporting context, this law carries considerable weight. Player transfer restrictions – rules limiting a player's ability to move freely between clubs – prima facie conflict with the principle of freedom of occupation. Israeli courts have nonetheless generally upheld such restrictions on the basis that they serve legitimate objectives, namely promoting fair competition and protecting smaller clubs' ability to retain their players.

To prevent clubs from exploiting this balance entirely to their own advantage, the Israeli Sports Law provides athletes of all ages with a mechanism to initiate transfer proceedings through the relevant association.

Under this process, a player may be transferred within a defined period, typically subject to compensation payable to their current club, with the specific conditions varying by age group. Some associations further regulate this process by capping the number of players that may be transferred within a given period, in the interest of maintaining competitive stability.

Finally, sports agents in Israel are required to pass a licensing examination administered either by the relevant international federation or the local association. Whilst this represents a restriction on entry to the profession, it is considered lawful and proportionate.

8. Women's Sport

8.1 Development and Growth of Women's Sport

Women's sport in Israel is well developed, with female athletes competing across a wide range of disciplines – both individual sports, such as judo, taekwondo and gymnastics, and team sports including football and basketball.

In women's basketball, Elitzur Ramle and the former Ramat HaSharon club are regarded as historically competitive sides with a notable European pedigree. Ramle won the Women's EuroCup in 2011, whilst Ramat HaSharon finished as runners-up in 1999. Attendances are currently at record levels, with thousands of spectators attending national team matches, and television broadcasters have responded by increasing their coverage of women's fixtures. The FA holds responsibility for media rights and league sponsorship in women's football, conducting tenders among the principal broadcasting companies – of which there are mainly three in Israel – for the right to broadcast the league.

In individual sports, the success of a number of female athletes has brought greater financial investment and sponsorship, elevating these women to the status of stars and role models for young people of all genders. Israeli women have achieved remarkable results on the international stage, including Olympic gold in floor gymnastics, an Olympic silver medal in judo, a World Championship medal in sailing, gold at the European

Championship in the 10,000 metres, and a bronze medal at the World Championship in the marathon. Israeli women are free to participate in any sport of their choosing, and their achievements continue to raise the profile of women's sport across the country.

8.2 Organisations and Initiatives to Promote Women's Sport

The Israeli Government Sports Bureau recently resolved to restrict the annual subsidy for sports clubs to those that actively promote women's sporting activities. As a result, the vast majority of sports clubs have initiated plans to introduce and develop women's programmes. The Football Association has gone further, requiring clubs to field at least one under-18 women's team in addition to a senior women's side participating in one of the women's football leagues, as a condition of receiving UEFA licensing under the UEFA Club Licensing and Financial Sustainability framework. Clubs that cannot afford to establish an additional team due to budgetary constraints may fulfil their obligations in other ways, such as bringing youth department players to women's league matches or organising dedicated activities for female fans, including women's fan zone initiatives.

9. Esports

9.1 Development and Growth of Esports

The Israeli esports industry has grown considerably over the past decade, driven in large part by Israel's status as a leading sports-tech nation. The Israeli Esports Association (IESA) was established during this period and serves as the principal regulator of the esports sector, as well as Israel's member organisation within the International Esports Federation (IESF).

In 2017, Israel hosted its first major esports tournament in Tel Aviv, attracting around 5,000 participants. The following year, the Israeli Ministry of Sports announced an investment of millions of shekels in esports infrastructure, encompassing dedicated arenas and international tournaments. Israeli esports teams compete in international competitions, including League of Legends and racing events.

Israel's broader gaming industry represents a significant economic force, employing over 8,000 professionals and generating in excess of USD2 billion annually, with Playtika and Overwolf among its globally recognised leading companies.

9.2 Key Trends and Notable Deals in Esports

The esports sector is increasingly characterised by collaboration with traditional sports organisations, broadcasters and brands through sponsorship arrangements and media coverage, alongside growing investment in dedicated gaming arenas, training facilities and event venues.

Technologically, Israel is positioning itself as an innovation hub in this space. Israeli founders are actively developing AI-powered creation systems, platforms and technical infrastructure that underpin future interactive experiences, and the country's expertise in mobile gaming, virtual reality, augmented reality and blockchain places it as a significant player in the global ecosystem. The industry has matured considerably, with 143 active companies, disclosed exits valued at approximately USD3.65 billion, and 52 of 63 gaming studios concentrating on mobile titles.

The key distinction is that Israel is emerging as the "Start-Up Nation" of esports technology and infrastructure, rather than of competitive gaming per se – its focus lying in the tools, platforms and innovations that power the global industry rather than in fielding elite competitive teams.

10. NFTs, AI and the Metaverse

10.1 Non-Fungible Tokens (NFTs)

NFTs have yet to gain meaningful traction in Israeli sport, even as clubs worldwide have embraced digital tokens as a means of engaging fans and generating new revenue streams.

The most notable domestic example is the Maccabi World Union's "Project Max", which transformed iconic Maccabiah Games memorabilia into digital collectibles, making a piece of Jewish sporting history accessible to fans across the globe.

Israeli start-up M51 also identified the opportunity at an early stage, proposing the concept of sports clubs selling digital versions of their merchandise – a Maccabi Tel Aviv shirt as an NFT rather than a physical product, for instance.

The legal landscape remains uncertain. Tokens that confer voting rights on fans could fall within the scope of Israeli securities law, and FIFA maintains its own regulations regarding outside influence on clubs. The door is open, but no major Israeli club has yet stepped through it.

10.2 AI

Israel has no dedicated sports-specific AI legislation. The principal applicable frameworks are the Privacy Protection Law, 1981-5741 – which is currently undergoing significant reform encompassing data protection, user consent for the collection and use of personal information, pre-approval requirements for data scraping, and the right to correct personal data – and the Israeli Innovation Authority's ethical guidelines on AI, neither of which were designed with sport specifically in mind.

Clubs are exploring AI applications across performance analytics, injury prediction, scouting and fan engagement, whilst sponsors are leveraging AI for targeted advertising and real-time audience insights, with most drawing on the expertise of local technology companies. The opportunities are considerable, spanning smarter scouting, personalised fan experiences and operational efficiency.

At the same time, genuine risks exist around athlete data privacy, potential information leaks, the grey area of automated data collection, and the possibility of biased algorithms influencing player selection. Israel remains technologically progressive, but sport-specific AI regulation is lagging behind – the rules are being written whilst the game is already well underway.

10.3 The Metaverse

The metaverse remains largely experimental in Israel, with no dedicated legal framework governing it and little meaningful demand from clubs or associations. The closest applicable regulatory instruments are general laws covering consumer protection, privacy and securities.

In practical terms, metaverse activity in Israel is modest. The Maccabiah Games' NFT project touched the periphery of the metaverse through digital collectibles, and whilst Israeli technology companies are actively building metaverse infrastructure for global markets, local sports organisations have yet to launch any substantive virtual fan experiences.

The opportunities are nonetheless real, encompassing virtual stadiums, fan engagement unconstrained by geography, new sponsorship inventory and immersive athlete experiences – all of which are achievable given Israel's robust technology ecosystem.

The legal risks are equally significant. In relation to intellectual property and image rights, virtual environments give rise to new unauthorised use scenarios for which no clear Israeli legal remedy yet exists. Given the existence of general laws protecting the use of minors' images, this risk is particularly acute. On consumer protection, virtual goods and experiences sold to fans occupy a regulatory grey zone, though the current Consumer Protection Law, 1981-5741, appears to offer broad protection for consumers making virtual purchases. Data privacy presents a further concern, as immersive metaverse environments collect deeply personal behavioural data, raising serious issues under Israel's evolving Privacy Protection Law.



Law and Practice

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LAWP Studio legale e tributario is a law and tax firm with over 20 years of providing assistance in corporate and commercial transactions (including M&A, financing and joint venture transactions in the sports industry). LAWP is renowned for its proficiency in civil, commercial and tax law and is highly regarded for

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1. Athlete Conduct, Integrity and Enforcement

1.1 Anti-Doping Regimes

Doping is a crime under Article 586-bis of the Italian Criminal Code, punishable with imprisonment of up to three years and a fine of up to EUR51,645. This applies to anyone who:

- procures, administers, takes or promotes the use of forbidden drugs or biologically or pharmacologically active substances; or
- adopts forbidden medical practices.

These sanctions are imposed where such conduct is carried out for the purpose of unlawfully enhancing athletic performance or altering doping test results. The offence requires intentional conduct and a specific aim of altering athletes' competitive performances and/or changing the results of doping tests. To commit the offence, it is sufficient that the substance or practice can modify the athlete's psycho-physical or biological conditions without therapeutic justification.

Trading in doping substances is punishable with imprisonment of up to six years and a fine of up to EUR77,468. Sanctions may be increased under specific circumstances (eg, if the conduct causes harm to health or is perpetrated by an agent or employee of a sports entity), and doctors and sportspersons involved in the criminal conduct can also be subject to disciplinary sanctions.

Prohibited Substances and Medical Practices

Prohibited substances and medical practices are periodically updated by a Decree issued by the Ministry of

Health. Prohibited substances are divided into three macro-categories:

- prohibited substances and methods both in and out of competition (eg, nandrolone, erythropoietins);
- prohibited substances and methods only in competition (eg, cocaine, ephedrine, tetrahydrocannabinol); and
- prohibited substances and methods only in certain sports.

The National Anti-Doping Organisation (NADO Italia)

NADO Italia is acknowledged by the World Anti-Doping Agency (WADA) as the competent entity on anti-doping in Italian sports. Some of its main duties are:

- issuing the Sports Anti-Doping Regulations;
- planning and managing anti-doping tests and the relative results;
- investigating potential anti-doping violations (through the National Anti-Doping Prosecutor's Office) and imposing sanctions in the case of breach of anti-doping norms (through the National Anti-Doping Tribunal (*Tribunale Nazionale Antidoping*, or TNA);
- creating educational programmes and courses to raise awareness of anti-doping matters; and
- managing therapeutic use exemption requests.

The World Anti-Doping Code is implemented through the "Sports Anti-Doping Code", which transposes the World Anti-Doping Code within the Italian sports system and applies to sports subjects - members and affiliates - under the authority of the Italian National Olympic Committee (CONI) and to non-members/

non-affiliates (eg, doctors, pharmacists) whose conduct has an impact on CONI members/affiliates and competitions.

The Relationship Between Criminal Justice and Sports Justice Regarding Doping Matters

An emblematic case with respect to the relationship between criminal justice and sports justice in doping matters concerns former race walker Alex Schwazer. This is one of the most complex and significant anti-doping cases in Italian sports in recent history and highlights the distinct separation between the realms of sports justice and criminal justice, which can lead to divergent outcomes in corresponding proceedings. The athlete tested positive twice (in 2012 and 2016), and in relation to the second violation the Italian Criminal Court acknowledged irregularities in the athlete's sample. However, the court dismissed the proceedings, citing the fact that he did not commit any criminal conduct. This decision was handed down despite objections from WADA. Following his acquittal, Schwazer applied to the Court of Arbitration for Sport (CAS) and the Swiss Federal Court, requesting:

- the reconsideration of the ban; and
- the provisional suspension of the eight-year ban.

Both suspension requests were rejected by the courts. In 2022, Schwazer asked the European Court of Human Rights to review the CAS and Swiss Federal Court decisions.

Another notable recent case involving an Italian athlete relates to tennis world No 1 Jannik Sinner. Despite attracting significant media attention, the conduct of Sinner and his team – including his physician and trainer – was deemed unintentional and resulted in a period of sporting ineligibility agreed with WADA. No criminal liability arose under Italian law, as Article 586-bis requires intentional conduct aimed at altering performance.

1.2 Misconduct and Match-Fixing

Article 1 of Law no 401/1989 (“fraud in sport competitions”) imposes a prison sentence ranging from two to six years and a monetary fine on individuals who:

- offer, promise or accept money or other advantages in relation to a participant in an official sports competition; or
- carry out any other act to manipulate fair and equitable competition.

Notably, the mere intention to “manipulate fair and equitable competition” is sufficient for prosecution under this law, regardless of whether the manipulative act occurs.

Sports fraud is also sanctioned under all the Italian Federations’ Sports Justice Regulations. For example, Article 31 of the Italian Football Association (*Federazione Italiana Giuoco Calcio*, or FIGC) Justice Code sanctions clubs, athletes and any other relevant subjects of the FIGC for any conduct aimed at:

- manipulating the course or the result of a match; or
- ensuring an unfair advantage in competition.

Sanctions may include points deductions, relegation, exclusion from the tournament and/or revocation of any sports title. Individuals found guilty of sports fraud face a minimum four-year ban and substantial monetary fines. Sanctions can be increased in the case of multiple offences, or if the manipulation of a result or a tournament advantage is obtained.

A notorious case in 2006 involved several directors and managers of well-known Italian football clubs, as well as certain members of the Italian Referee Association. The investigation resulted in sanctions being imposed on clubs, public officials and the most eminent people working in the football industry at that time. The repercussions included the revocation of sports titles, relegation, points deduction and bans from public services and managerial roles. Another case in 2015 involved a football club of Serie B whose director and some officials were found guilty of match fixing and fraudulent conduct for the purposes of avoiding relegation.

1.3 Betting-Related Offences

Gambling Under Italian Laws and Betting-Related Offences

Gambling is legal only if operated by entities with the relevant licence issued by the Excises, Customs

and Monopolies Agency (*Agenzia delle Dogane e dei Monopoli*, or ADM). Outside this regulated area, gambling is a crime and the Criminal Code sanctions both organisers of and participants in gambling (including sentences and fines imposed under Articles 718 and 720 of the Criminal Code).

Under sports law, specific betting-related offences are designed to combat illegal betting and match fixing. Article 24 of the FIGC Justice Code specifically forbids betting activities for individuals connected to the FIGC, managers, stakeholders and members of professional and non-professional clubs. In particular, members of professional clubs can never bet on official FIGC, UEFA or FIFA matches. Members of non-professional and youth clubs can bet through authorised betting agencies only in relation to official FIGC, UEFA and FIFA competitions not involving their own club. Sanctions include sports bans, monetary fines, points deductions, relegation, exclusion from competition and/or revocation of titles. Sanctions are also established for failing to report any potential betting-related offence to the FIGC Federal Prosecutor. The same conduct is relevant under criminal law to the extent that it constitutes fraud in sports competition (see **1.2 Misconduct and Match-Fixing**).

A recent betting-related case in Italian sport concerns a professional footballer who, between 2021 and 2023, was involved in an organised system of illegal betting and gambling activities carried out through online platforms. The investigation further revealed the existence of a structured mechanism for managing and concealing betting-related financial flows, including the use of third-party accounts and simulated commercial transactions to disguise payments connected to gambling losses. The FIGC Federal Prosecutor charged the football player with violations of the rules prohibiting registered individuals from engaging in betting activities and from using non-authorised gambling platforms, and imposed a 12-month sporting ban, of which seven months were to be served as an effective suspension from competitive football, while the remaining five months were converted into alternative measures.

Co-Operation Against Gambling in Sport

In recent years, many sports institutions have undertaken initiatives to prevent sports fraud and raise awareness of gambling and match fixing in sport. In parallel, some leagues have entered into memoranda of understanding with the Italian Customs and Monopolies Agency (ADM) and international technology providers to monitor betting flows, detect suspicious patterns and exchange integrity-related information.

Under Decree Law No 87/2018, the government banned gambling and betting advertising in sports events, despite criticism from clubs that have suffered economic damages due to the forced termination of numerous sponsorship agreements with international betting agencies.

1.4 Disciplinary Framework

Under Law Decree No 220/2003, technical and disciplinary controversies fall under the exclusive authority of sports justice. Therefore, clubs, associations, affiliates and members must address these matters through designated sports disciplinary bodies.

Anti-doping/disciplinary proceedings generally start with a preliminary investigation led by the PNA/Federation Prosecutor, which may result either in the dismissal of the case or disciplinary action against the suspected party. In the latter case, the matter is referred to the relevant tribunal (the TNA or the competent Federation Tribunal). Notably, individuals with a protected interest in the outcome may also initiate disciplinary proceedings.

Sports proceedings guarantee a fair trial and are conducted within a reasonable timeframe. This ensures the smooth operation of competitions and federation activities. Parties are entitled to have their case heard at two distinct levels. Additionally, they can request provisional measures, such as the suspension of an athlete, pending the outcome. During hearings, parties can be present, be heard equally, and introduce evidence (documents, testimonies, expert opinions). The panel may request additional evidence, and parties can submit written defences.

First-instance decisions may be challenged before the National Anti-Doping Court of Appeal and the Federation Court of Appeal. Disciplinary decisions may be further challenged before the CONI *Collegio di Garanzia dello Sport* on grounds of legal violations or for insufficient or defective reasoning on a crucial aspect of the dispute (Article 54 of the CONI Justice Code).

The above proceeding does not preclude the involvement of competent public prosecutors and ordinary criminal courts, which may initiate independent investigations. There is a regulated system for sharing information between ordinary courts and sports judicial bodies.

2. Commercial Rights

2.1 Sports-Related Rights

Merchandising

Sports entities are increasingly focusing on exclusive merchandise to enlarge their fan base worldwide, attract new sponsors, gain visibility and – most importantly – increase their revenue through commercial activities. Many clubs are following this trend, frequently releasing special collections dedicated to specific markets, trendy lifestyle merchandise (eg, capsule collections, collaboration with designers and music artists) and digital content to be marketed via non-fungible tokens (NFTs) or similar instruments. This triggers the need to protect the relevant intellectual property and gain consent from the creators, developers and interested subjects.

Ticketing

For the most important sports events, event organisers enter into partnerships with specialised ticketing companies and/or agencies, through which spectators have the opportunity to purchase tickets and, if allowed, change the users' details on tickets or resell them to third parties. To combat illicit ticket resale, the resale of tickets at inflated prices and/or through illegal channels is prohibited. Furthermore, authorised retailers are now required to implement name change services and/or facilitate ticket resale at their original retail value.

Hospitality

Hospitality services are increasingly offered by sports event organisers as a reward to sponsors, investors, VIPs and loyal fans with the aim of increasing brand awareness and attracting new sponsors and investors. This pursuit of additional income is driving investments in creating more upscale experiences within stadiums and venues, favouring projects for the construction and revamping of sports facilities.

2.2 Sponsorship Terms

Sponsors remain a major source of income for the Italian sports industry. Italian laws do not contemplate statutory provisions governing sponsorship contracts; therefore, parties are granted considerable freedom to define the relevant terms and conditions. Sponsorship agreements often contemplate additional components such as licensing, advertising and merchandising. Particular care should be taken when negotiating agreements with sponsors operating in certain industries (eg, alcoholic beverages and betting, where limitations are imposed on sponsorships with visibility in the Italian territory) and when barter is provided (ie, payment in kind), where relevant tax implications must also be assessed.

It is also common for sponsors to secure licences from clubs to use images of particular athletes (in addition to images of the overall team) in their promotional campaigns; however, in such instances, while most clubs are entitled to grant rights over collective images, a specific consent should be obtained when a single athlete is involved.

Naming rights (whereby a club, a competition or a stadium/arena is renamed with the sponsor's name) may also be included, subject to certain limitations imposed by the relevant sports federations. For example, Serie A clubs can have sponsor-named stadiums but not sponsor-named clubs, unlike basketball or volleyball teams.

Sports leagues are increasingly assisting clubs with brand development and promotion. A recent example includes Serie A allowing additional sponsors on team jerseys. Also, sports events are increasingly linked to sponsors (eg, match sponsors, award sponsors, etc). This focus on branding is even more crucial since the

legal ban on betting sponsors has forced clubs to seek alternative revenue streams.

2.3 Broadcasting Rights

Legislative Decree No 9/2008 (the “Melandri Law”) marked the transition from a system based on the ownership of sports broadcasting rights by each event organiser (such as home teams in leagues) to a system based on co-ownership by competition organisers and participating clubs, with the aim of ensuring a competitive balance among clubs through a fairer distribution of revenues, and achieving a more transparent and efficient broadcasting rights market. Competition organisers oversee marketing broadcasting rights of such competitions worldwide in the interests of the participating clubs.

Event organisers still maintain full rights to footage and audio of past events (shared with the visiting club), whereas the mass media maintain the right to report and cover sports events, with limitations concerning live matches. Rights to footage and audio of past events may also be exploited commercially by the respective holders, which may still retain the right to use them on their own platforms (eg, social media) for non-commercial and/or reporting purposes.

Specific guidelines govern the procedures for assigning broadcasting rights to the best bidder in a transparent tender procedure, as well as the maximum duration of licensing contracts and specific rules for the formation of so-called broadcasting bundles. For instance, in the Italian market, broadcasting rights of professional sports competitions are assigned over five seasons through various packages (eg, matches, highlights, unencrypted broadcasting, radio, etc). Importantly, no single entity can acquire exclusive rights for all matches. On the other hand, following further amendments to the Melandri Law in 2023, more flexibility has been introduced into the commercialisation of broadcasting rights on the international market.

The Melandri Law establishes criteria for distributing broadcasting revenues among participating clubs. Notably, Serie A has specific rules requiring a portion of these revenues to be allocated to youth development, minor leagues, and sports infrastructure improvements.

Only the assigned broadcaster can film and broadcast the event. While journalists from various companies can attend the venue, they cannot capture audio, video or pictures for broadcasting purposes. However, they retain the right to narrate the event for news reporting purposes.

3. Sports Events

3.1 Proprietary Rights and Event Management

Rights in a sports event (and pertaining obligations) are typically attributed to the organiser; however, said attribution may depend on multiple factors (eg, venue ownership, any delegations to leagues or federations to sell the event broadcasting rights, etc).

In professional matches, the home team has the right to control spectator admission through ticketing and/or dedicated invitation. By purchasing tickets, spectators automatically accept the stadium regulations, the rules issued by the federations, leagues and public security authorities, and any additional measures regarding the event.

Sports event organisers must request all necessary authorisations from the competent authority for public entertainment and obtain from the territorially competent police force a public entertainment licence to allow the sale of tickets. Failure to comply can result in penalties for the organisers or even the venue being deemed unusable for future matches.

Taking football as an example, the FIGC outlines specific minimum requirements in its National Licensing Systems Annex. These requirements vary based on competition importance and cover aspects such as:

- minimum number of seats;
- pitch conditions and maintenance;
- lighting system;
- locker rooms;
- disabled facilities; and
- broadcasting areas.

Further, organisers must also comply with the relevant federation rules regarding technical equipment suit-

ability, athlete well-being, and the safety of all event participants.

3.2 Duty of Care and Liability

Organisers' Duty of Care

Event organisers have a responsibility to ensure a safe environment for everyone involved. This includes verifying the venue's suitability for each event and implementing appropriate safety measures to prevent harm to attendees, athletes and third parties.

If they fail to uphold these duties, organisers may be held liable for breach of contract towards ticket-holders (Article 1218 of the Italian Civil Code) and under tort provisions (Article 2043 of the Italian Civil Code) for damages suffered by the attendees and their belongings during the event, triggering indemnification obligations.

In addition, organisers may be held liable as custodians of the venue (Article 2051 of the Italian Civil Code) and, on the occasion of major sports events, they share the same liability provided for those who carry out dangerous activities (Article 2050 of the Italian Civil Code).

The burden of proving exemption from liability is particularly steep, as organisers need to:

- prove the occurrence of a force majeure event; or
- have taken all the necessary measures to avoid damages.

Athletes are rarely held liable towards spectators, unless their actions fall outside the reasonably foreseeable risk deriving from sports activities or unless they deliberately intend to cause harm to a spectator.

With reference to organisers' limitation of liability, when purchasing tickets, it is common to find limitation-of-liability clauses on tickets or regulations accepted by spectators, establishing that organisers and their agents are not responsible under certain circumstances; however, under consumer protection provisions, said clauses are always void when limiting liability for death and injuries (Article 36.2 of the Consumer Code) and are ineffective in cases of wilful

misconduct or gross negligence (Article 1229 of the Civil Code).

Prevention of Violence and Disorder in Football

Organisers must also ensure public order and cooperate with law enforcement agents before, during and after the event. Public authorities are also entitled to suspend or cancel an event in the case of riots, disturbance or danger to public safety. In addition, organisers are required to hire an adequate number of stewards in charge of ticket control, spectator reception and support to law enforcement officials during a match.

Specifically for football, Articles 25 and 26 of the FIGC Justice Code establish strict liability for football clubs for the unlawful behaviour of their supporters, even during away games. This liability extends to any violations of order and safety rules occurring before, during and after the event, both inside the stadium and surrounding areas.

Further, since 2009, professional football clubs have adopted the so-called *Tessera del Tifoso*, a membership card that is mandatory for all visitor supporters and even for home supporters in matches deemed by the public authority to represent a risk to public order.

4. Corporate Structures

4.1 Legal Forms of Sporting Bodies

Sports Institutions and Clubs

CONI is a public entity that maintains independence and autonomy from political and governmental bodies.

National federations are non-profit associations with legal personality under private law made up of clubs, sports associations and – in the cases indicated by their by-laws – individuals.

Furthermore, leagues are private law entities whose associates are the clubs that, year by year, take part in the league tournaments. Their main functions are organising competitions, defending the interests of members with respect to the federation and/or other system entities, and providing counsel and support to

the associate clubs in various sectors (eg, marketing, event organisations, governance, broadcasting rights, player transfers).

Professional Clubs

Professional clubs can only adopt the form of joint stock companies or limited liability companies. Said companies have:

- the ability to distribute profits among members, but 10% of profits must be allocated to youth sports training and education centres; and
- the obligation to adopt a board of statutory auditors.

The above legal forms allow clubs to meet demands for transparency and accountability given the growing commercialisation of sport and the involvement of professional investment funds as shareholders and investors of football clubs. For instance, the adoption of the joint stock company form allows managers to issue bonds and other financial instruments to finance daily operations, which can be underwritten by professional investments and, to a certain extent, other individuals.

Non-Professional Clubs

Non-professional clubs may adopt the form of recognised/unrecognised associations (ASDs) or limited/co-operative companies (SSDs). These entities are primarily non-profit organisations, with a core focus on sports activities. Only SSDs have the possibility of limited profit distribution (less than 50% of annual profits).

In terms of individual liability, unrecognised ASDs do not have patrimonial autonomy, meaning that individuals acting on the club's behalf hold personal liability for any debts. Conversely, recognised ASDs and SSDs have patrimonial autonomy, meaning that the liability of members is limited to the capital contributed. Owing to their non-profit, sports-educational activities, both entities can benefit from tax benefits.

Since July 2023, the legislation concerning non-professional clubs was reorganised. Some aspects were modified and/or clarified (eg, both ASDs and SSDs may carry out wider commercial activities – such as

sponsorship, ticketing, etc – in so far as they are still instrumental to sports activities). Non-professional clubs still benefit from tax benefits, but only if they are registered in the “National Registry of Amateur Sports Activities” held by CONI, since said registration certifies the amateur/non-professional nature of a club.

4.2 Corporate Governance Codes

Corporate Criminal Liability

Under Legislative Decree No 231/2001, companies and other legal entities are subject to a particular liability for certain offences perpetrated by their management or representatives. To avoid liability, companies are required to:

- adopt and implement an “Organisation, Management and Control Model” (or “231 Model”), which sets principles and procedures for evaluating, monitoring, preventing and managing the risk of offences committed within the company; and
- appoint a supervisory body, in charge of evaluating and monitoring the observation and implementation of the 231 Model.

The principles have also been applied to sports entities. CONI required national federations to adopt their own 231 Model, which must also be observed by affiliates and members. Further, federations can adopt guidelines to be observed by leagues and clubs that decide to adopt their own 231 Model. Certain leagues have expressly requested that their affiliated clubs adopt their own 231 Model as a mandatory requirement for membership.

Clubs participating in national championships have to adopt 231 Models and appoint a supervisory body to prevent acts aimed at violating the principles of loyalty, fairness and probity in all relationships.

Further, under Legislative Decree No 39/2021, sports clubs must, under penalty of disciplinary sanctions:

- adopt organisational and control models for sporting activities and codes of conduct in order to protect minors and prevent harassment, gender-based violence and discrimination (eg, safeguarding models); and
- appoint a Safeguarding Officer.

Eligibility Criteria

Certain sports federations (eg, FIGC) provide that any entity willing to acquire a membership interest in a professional football club must meet certain financial and integrity requirements and demonstrate and/or declare (as the case may be) that they are not involved in previous criminal proceedings or in any insolvency situations involving other clubs. Failing that, an investor will not be able to exercise control over the target club until approval from the federation is granted.

Insolvency in Sports

Professional clubs are subject to the provisions applicable to companies under the Italian “Business Crisis and Insolvency Code” and may be subject to judicial liquidation where certain legal requirements are met. The application of said provisions to non-professional clubs is debatable, especially when they carry out commercial activities.

Insolvency is also sanctioned by sports regulations. By way of example, the latest “National Licensing System 2025/2026” states that clubs must prove they have fulfilled several obligations, including the payment of:

- fees, training compensations and solidarity contributions owed for international and domestic acquisitions of players;
- debts owed to the FIGC, leagues and other Italian clubs;
- emoluments, taxes, welfare, social security and end-of-career contributions due to players, coaches, members, employees, managers, medical and technical staff, etc; and
- VAT and other taxes and contributions (eg, IRAP, IRES etc).

Failing that, insolvent clubs are excluded from competitions and their affiliation is revoked.

Moreover, under the FIGC NOIF, clubs that enter into debt-restructuring procedures in business continuity are also subject to disciplinary consequences, and specifically to a ban from registering new players for up to four transfer windows.

If a club is declared insolvent by the judicial authority during the course of a sports season, to safe-

guard ongoing competition the insolvent club may be allowed to temporarily continue its business and sports activities until the end of the football season. Should the club cease its activities due to insolvency, its athletes would be automatically released and the sport title (including trade marks, etc) would be subject to asset sale within the framework of a bidding procedure.

4.3 Sport Funding Public Funding

Italian governments are increasing sports funding with the aim of upgrading obsolete sports facilities throughout the country and promoting sports among youngsters, women and disabled people. A significant part of these public funds is allocated yearly to sports organisations through Sport e Salute S.p.A., a joint-stock company connected to CONI.

Public funding for sports has drastically increased since the introduction of the 2021 National Recovery Plan. Specific funds have been allocated for the upgrade of public sports infrastructure and for the upgrade and/or construction of venues for the 2026 Winter Olympics in Milan-Cortina.

The Sports and Culture Credit Institute

The Sports and Culture Credit Institute (*Istituto per il Credito Sportivo e Culturale*) is a “social bank for the sustainable development of sports and culture”, granting low-interest loans to public and private entities for the implementation of sports facilities, including funds to purchase real estate lots to be dedicated to the construction of sports infrastructure.

Private Investments

Italian clubs still heavily rely on investments made by private owners, although the amount invested remains limited relative to some other countries. However, there is now a growing trend of international investors showing interest in acquiring Italian football clubs. More recently, this trend further developed with the involvement of professional investment funds as shareholders of major Italian football clubs and with the internationalisation of club ownership, where, for instance, half of the Serie A clubs are owned by foreign entities.

Funding for Federations

Federations are funded by CONI/Sport e Salute S.p.A, among others. The amounts due to each federation are calculated as follows:

- 50% of funding is based on the federation's success in elite sports competition;
- 30% is tied to the overall number of people actively participating in the sport governed by the federation; and
- 20% is based on efficiency and sustainability in sport management.

Unsurprisingly, football receives the largest share of funding. This reflects its dominant position within the Italian sports industry, generating 70% of the annual sports tax revenue.

5. Intellectual Property, Data and Data Protection

5.1 Trade Marks

Registration of a Trade Mark

Italian trade marks can be registered by submitting an application form containing:

- the trade mark features (type, name, descriptions, colours, etc);
- the product categories for which the request is filed;
- the applicant data; and
- if necessary, a fast-track request and further relevant documents.

The Italian Trademarks Office (UIBM) then evaluates the admissibility and correctness of the application and publishes it in the Trademarks Bulletin for a three-month opposition period. If no valid opposition arises, the trade mark is registered.

It is also possible to obtain EU trade mark protection by filing a registration request at the European Union Intellectual Property Office (EUIPO) or by requesting an EU extension of a registered Italian trade mark within six months from the national registration request. The EUIPO route is often the preferred one, given the

possibility for the applicant to obtain valid registration in the entire EU.

Registration Limits and Advantages

The Italian Intellectual Property Code establishes limitations to trade mark registrations, such as:

- well-known signs in art, literature, science, politics, sports, etc, unless the holder of said signs expresses their consent;
- trade marks identical or similar to another trade mark regarding similar or identical products, in case it may cause confusion among the public or the later trade mark can take advantage of the reputation of the earlier one;
- signs without distinctive character;
- signs that are unlawful or deceptive; and
- geographical indications and denominations of origin with the potential to mislead the public or involving an undue exploitation of the protected name's reputation.

Despite the above limits, nowadays Italian courts allow sports clubs to register trade marks bearing the name of the town they represent, since they acquire independent distinctive features over the years, especially when combined with a club's colours and logos. This trend aligns with the growing focus of professional clubs on rebranding initiatives to enhance their marketing appeal.

Registering a trade mark grants its creator all the relative intellectual property rights and protection against:

- any unlawful use of said trade mark;
- any potential registration of similar competing trade marks; and
- any attempts at counterfeiting, usurpation or alteration.

Further, clubs can also leverage criminal laws that penalise anyone trading in or introducing counterfeit goods in Italy (Article 474 of the Italian Criminal Code) and obtain prompt support from public enforcement officials. Also, sports leagues collectively negotiate with third-party agencies in the interests of their affiliates to engage private investigation services to discover and prevent counterfeiting.

Existing trade marks owned by others, even if less well-known, can limit a club's ability to expand its trade mark protection to new product categories. In a notable case, AC Milan submitted a request in 2017 for EU registration of its trade mark regarding, among others, office items; however, a German firm that held the word mark MILAN relating to office items filed an opposition to the EUIPO in order to avoid confusion among German consumers. The EUIPO and the EU Tribunal upheld the objection based on the likelihood of the two trade marks being confused.

5.2 Copyright/Database Rights

Copyright is regulated by Law No 633/1941 (the "Copyright Law"), which safeguards works of creativity (including databases) across various mediums, including literature, music, figurative arts, architecture, theatre and cinematography. Through copyright, authors gain the exclusive right to use and publish their work, as well as the "moral rights" to claim authorship and act against misrepresentation or damage to their reputation. Copyright lasts for the author's lifetime and up to 70 years after death, while moral rights are perpetual and transferable through inheritance.

Copyright-holders are protected in several ways: generally, the breacher is ordered to stop using the protected work and compensate any harm caused to the copyright-holder. The breacher may also be ordered to destroy any infringing materials.

Unlawful conduct under the Copyright Law is also punished through administrative and criminal sanctions (eg, imprisonment and fines).

The Copyright Law is pivotal in the sports sector as it can offer protection to the image rights of athletes, including their faces, jersey numbers, likenesses and signature moves. A notable copyright case involved football team Inter Milan, whose official "stadium anthem" could no longer be played due to a dispute between the club and the copyright-holder of the song.

5.3 Recognising Personality/Image Rights

Image rights are protected by the Italian Civil Code and the Copyright Law (see **5.2 Copyright/Database Rights**).

The Civil Code (Article 10) safeguards the image of an individual in the case of unlawful exhibition/publication or damage to their reputation, and entitles the right-holders to apply for the termination of the abuse. Image rights are untransferable, indefeasible and inalienable.

The Copyright Law (Article 96-97) establishes that an individual's image can only be used or sold with their consent. The only exceptions occur when said reproduction is:

- justified by the notoriety or holding of public office of the person concerned;
- justified by the necessity of justice, security, scientific, educational or cultural purposes; and
- related to facts, events, ceremonies of public interest or held in public.

During the 1980s, the FIGC, the Italian Footballers' Union and leagues signed a covenant to regulate advertising activities of professional clubs and athletes, by which players were entitled "to use in any lawful and decent form their image, even for profit, to the extent it is not associated with the names, colours, jerseys, symbols or markings of the club they belong to or other clubs". Similarly, clubs could allow their sponsors to use their players' image for commercial purposes only in the case of "team pictures" in uniform and to promote sponsorship agreements with the club.

Currently, the Italian Footballers' Union By-Laws (Article 26) grant to the Italian Footballers' Union the use of players' images and names related to professional activity, even for commercial purposes, and the possibility to grant said rights to third parties (eg, videogame producers).

Sometimes, federations put limits on the commercial exploitation of athletes' images (connected, for instance, to images in the context of a national team), especially when federations' technical sponsors are competitors of athletes' technical sponsors.

5.4 Protecting Personality/Image Rights

Given that personality and image rights are directly protected under Article 10 of the Italian Civil Code

(see 5.3 Recognising Personality/Image Rights), as well as under the Copyright Law, actions to safeguard those individual rights may be brought even if there is no actual intellectual property registration and irrespective of the existence of any actual goodwill associated therewith.

Pursuant to the above, athletes may take action to stop any abuse of their image, through one or more of the following remedies:

- injunctive relief, whereby the court orders the immediate cessation of the unlawful exploitation of their image by third parties;
- compensation of the damage pursuant to Article 2043 of the Civil Code (general tort liability); and
- publication of the court's decision to restore the party's reputation.

In the event that unlawful image exploitation affects multiple individuals, the legal framework allows collective enforcement; and, often, sports associations themselves offer protection tools available to their members.

In football, for instance, the Italian Footballers' Association (AIC) has an active standing to act in defence of its members pursuant to Article 26 (5) of its Statute, whereby the AIC is entitled to undertake all initiatives and actions, including in court, necessary and appropriate for the protection of the rights to a portrait, name and pseudonym of the associates. On this basis, the AIC may seek collective injunctive relief and claim damages in cases of widespread unauthorised exploitation, without requiring individual mandates.

5.5 Licensing

Licensing is a contract by which the licensor grants the exploitation of its intellectual property (IP) to the licensee in return for a fixed fee and/or royalties. It represents one of the most common ways for sport-people to commercially exploit their IP and image (eg, through merchandise bearing the licensor's logo).

Clubs have the widest powers to leverage their licensing agreements using the image of the team, whereas licensing to a third party the image rights of a single athlete will be subject to the latter's consent; similarly,

whenever a club is willing to use and/or license the image of minor athletes, the consent of their parents/guardians is also required.

5.6 Assignment of IP Rights

IP rights, such as trade marks, are governed by the Italian Industrial Property Code, whereas copyrights are governed by Law No 633/1941.

The transfer of rights is also subject to general contract law principles under the Civil Code.

Assignments for the transfer of IP rights must precisely indicate:

- which work, patent or trade mark is assigned;
- whether the transfer covers all rights or only certain economic rights (such as reproduction or distribution); and
- whether it extends to future versions, updates or translations.

Transfer can be final or temporary, in the form of a licence agreement, which can be exclusive or shared with other parties. Trade mark licensing is the most common form of transfer for the commercialisation of IP in the sports sector.

Assignments of registered IP rights (such as trade marks) must be recorded in the relevant public registers (UIBM or EUIPO). While lack of record does not affect the validity of the assignment between the parties, it renders the transfer unenforceable against third parties, potentially undermining legal certainty.

Limitations apply to the transfer of trade marks associated with football clubs, which typically bear strong connections with local municipalities and communities and, on a practical standpoint, cannot be transferred without the concurrent transfer of the sport title, to be approved by the sport federation.

Other limitations apply to the transfer of individual rights, whereas image rights cannot be transferred; on the contrary, only economic rights pertaining to said image can be transferred allowing third parties to commercially use and exploit the image of the indi-

vidual, in so far as the transfer of the title does not affect reputation and other personal rights.

5.7 Data in Sport

Athletes' Data

Athletes' biometric data is increasingly used for competitive and commercial purposes, subject to the athlete being informed and providing consent to the processing and usage of health data. In particular, professional teams usually collect athletes' data through specific analytics software in order to implement tailor-made training methodologies for each athlete. Recently, football teams have been entitled to gather and consult live statistics during matches, so coaches now have more tools to make tactical decisions. On a commercial level, athletes' biometric data is usually collected to facilitate scouting activities and to make video games and other digital content.

Spectators' Data

Spectators' data is generally used for commercial and statistical purposes, since registering consumers' data and their preferences allows business operators to identify their preferences and offer products based on the latest trends (always subject to consent by the data owner). Additionally, spectators' data is used for security reasons to help law enforcement authorities and event organisers to identify perpetrators of any offences.

5.8 Data Protection

Italian data protection legislation consists of the "Privacy Code" and - most importantly - of EU Regulation 2017/679 (the "General Data Protection Regulation", GDPR), which introduced a new approach that facilitates the traffic of data and holds data controllers and processors liable for any data breach and/or improper use.

Under the GDPR, it is possible to process personal data without consent in specific circumstances (eg, to perform a contract to which the data subject is party, complying with a legal obligation to which the controller is subject). However, special protection is still established for so-called sensitive data (eg, revealing racial or ethnic origin, political opinions, religious beliefs, trade union membership, genetic data, biometric and other health data, etc); use of this data is

allowed only with the specific consent of the data subject or upon the occurrence of specific circumstances.

The GDPR has also strengthened the rights of data subjects in terms of:

- transparent data treatment;
- right of access;
- data rectification, erasure and portability;
- restriction of processing;
- objection; and
- communication of personal data breaches.

Personal data of athletes and spectators must be treated in accordance with the GDPR as well. Therefore, it is necessary to provide an adequate privacy policy to data subjects and obtain specific consent for sensitive data treatment.

6. Dispute Resolution

6.1 Role of National Court Systems

Decree Law No 220/2003 regulates the independence of sports law from the ordinary law, "except for relevant cases for the State legal system related to subjective legal situations connected with the sports system", and establishes exclusive jurisdiction of sports bodies (see **1.4 Disciplinary Framework**) for technical matters (eg, observance and application of sports regulations) and disciplinary matters.

For technical and disciplinary matters, sportspeople must apply to sports justice bodies. Their decisions cannot be challenged before ordinary/administrative courts unless they involve "relevant cases for the State legal system" (eg, criminal offences).

For administrative disputes (eg, enrolment, affiliation and registration to competitions), the parties need to pursue remedies before sports justice courts (each federation ensures at least two levels of judgment and, in specific cases, it is possible to challenge said decisions to CONI; see also **1.4 Disciplinary Framework**), before they challenge sports justice decisions before the Lazio Regional Administrative Court (Article 135.1.g of the Italian Code of Administrative Proceedings).

For disputes concerning labour and/or economic relationships between sports individuals and entities, in general the parties may apply to ordinary courts or refer the dispute resolution to arbitration. However, note that most collective agreements provide an exclusive arbitration venue for the resolution of said disputes (see **6.2 ADR Mechanisms**).

For criminal offences, two separate disputes – one before the ordinary court and one before the sport justice bodies – proceed in parallel, and said duplication of disputes can sometimes lead to conflicting decisions (see **1.1 Anti-Doping Regimes**).

6.2 ADR Mechanisms

Arbitration courts can be used in labour and/or economic disputes in accordance with Article 806 of the Italian Code of Civil Proceedings and Article 4.3 of the CONI Sports Justice Code.

Arbitration for labour and/or economic matters is commonplace in Italian professional sports, as collective agreements stipulated by the players', coaches' and sports directors' unions with federations and leagues, as well as professional contracts, all include arbitration clauses as an exclusive remedy.

Competent panels generally issue arbitration awards that are binding between the parties. Arbitration awards can only be challenged for invalidity under the Code of Civil Proceedings, subject to certain specific grounds and limitations.

6.3 Sanctions, Remedies and Challenges

Enforcement of Sports Sanctions

Federations have the power to impose sanctions on affiliates and members, since accepting sports law and justice - including sanctions - is an affiliation/membership requirement. Sports justice provides a wide range of sanctions, the extent of which depends on their recipients (eg, athletes or clubs) and the type and seriousness of the violation.

Examples of sanctions on clubs are warnings, fines, points deductions, transfer bans, relegation and exclusion from competition. Examples of sanctions on individuals are warnings, fines, temporary disqualifica-

tion/ineligibility, bans from federation body activities and lifetime bans.

Also, mitigating and/or aggravating circumstances, unlawful association and recidivist conduct may be taken into account whenever they are provided by Sports Justice Regulations.

Sports justice decisions are binding on the parties and failure to observe them could lead to additional and more severe sanctions.

To verify compliance with federation rules, federations can be supported by internal supervisory bodies. For example, the FIGC and FIP are respectively supported by CoViSoC and ComTec, committees with ongoing monitoring, supervisory and control functions over professional clubs, especially in relation to the observance of economic and financial parameters.

Challenging Sports Justice Decisions

Only decisions concerning economic and administrative disputes can be challenged before ordinary/administrative courts. In particular, economic arbitration awards may be challenged before ordinary courts in accordance with the Code of Civil Proceedings. Administrative decisions may be challenged - after exhausting sports justice dispute resolution mechanisms - before the Lazio Regional Administrative Court. Decisions relevant to the Italian legal system can be challenged, and said relevance shall be assessed on a case-by-case basis. Please see **6.1 Role of National Court Systems**.

7. Employment Contracts and Rights

7.1 Sports-Related Employment Contracts Professional and Amateur Sports before the "Sports Reform"

Historically, relationships between sports organisations and athletes depended entirely on their professional or amateur status. According to former Law No 91/1981, only professional athletes were employees and subject to specific provisions, such as derogations from labour law (eg, the inapplicability of certain provisions of the "Workers' Charter", such as the prohibition on using audio-visual equipment and control

instruments over employees, the prohibition on health checks on employees, procedures related to disciplinary sanctions imposed by federations, protection against wrongful termination, etc). They were also exempt from non-competition agreements due to the unique nature of their sports activities.

Further, only professional athletes enjoyed labour protections such as health and accident insurance, welfare, social security and retirement benefits under the Civil Code or special laws. Their employment contracts, based on standard forms compliant with relevant collective agreements, had a maximum duration of five years.

Conversely, amateur athletes were bound to their respective clubs and federations through membership (so-called sports bond, see below) and they were not employees. Consequently, they were not subject to the application of Labour law or Law No 91/1981, and did not benefit from mandatory welfare and social security contributions. Economic relations were regulated through simple economic agreements and athletes were generally paid in the form of expense reimbursements, travel expenses, bonuses, etc.

Further, the duration of amateur relationships was subject to the “sports bond”, the rules of which were established by each federation and during which athletes could terminate their relationships with their clubs only if the latter released them or in exceptional cases regulated by each federation.

The “Sports Reform”

From July 2023, Legislative Decree 36/2021 introduced the new figure of the “sports worker”, which applies to all people involved in sport (eg, athletes, coaches, sports directors, trainers, referees, etc) who, regardless of their professional/non-professional status, are paid to perform sports activities.

Professionals are presumed to be employees, while amateurs are considered self-employed in the form of co-ordinated and continuous collaboration, unless it is proved that the services of the person involved in sport:

- are permanent in nature and exceed 18 hours per week (excluding those for participation in sports events); and
- are partly carried out in non-technical/sports aspects.

Under the new legislation, exceptions to labour law, as well as certain aspects typical of professional employment (eg, maximum contract duration, transfers of employees from one club to another, prohibition of non-compete clauses, etc), now apply even to non-professional sportspersons. Further, all sports employees now benefit from an insurance policy against work accidents and illnesses and also from legislative protections concerning workplace safety, health protection, illness, injury, pregnancy, parenting and unemployment. In relation to social security/welfare protections, sports employees can register with the Sports Workers’ Retirement Fund at the National Institute for Social Security (which can also be accessed by the self-employed if specific conditions are met).

Abolition of the “Sports Bond”

Another major innovation of the new Sports Reform is the abolition of the “sports bond” for non-professional athletes, thereby granting athletes more freedom to change clubs, while providing clubs with compensation for training young athletes.

Article 31 of Legislative Decree No 36/2021 ordered the elimination of the sports bond by 1 July 2023 (or 1 July 2025 for renewals of previous memberships). Nevertheless, clubs will be entitled to training compensation whenever one of their young athletes signs their first professional/amateur sports work contract with another club.

Said compensation shall be distributed proportionally to all the training clubs attended by the athlete during their youth based on the duration and the extent of said training. Compensation is calculated based on the athlete’s age and the economic value of the first contract with the new club, with specific criteria set by each federation.

7.2 Employer/Employee Rights

Employer/employee relationships are generally regulated by the law and collective agreements - stipulated by athletes', coaches' and directors' unions with the relevant federations and leagues - establishing respective rights and obligations. Said rights and obligations may be general (eg, duty of loyalty) or specific (eg, limits to the performance of other sports, work or business activities during the contract term) and may vary depending on the sportsperson under consideration.

In the case of breaches of the collective agreement, the sportsperson may receive sanctions (eg, warnings, fines, salary reduction and – in the most serious cases – compensation for damages and the termination of the contract), while the club may be mandated by the competent panel to stop said breach, compensate for damages caused to the counterpart and – in the most serious cases – terminate the contract.

Disputes concerning employer/employee relationships are generally referred to dedicated arbitration (see **6.2 ADR Mechanisms**). Disputes involving players often arise from a player's exclusion from the first team training sessions, mobbing, unpaid salaries, damage to the reputation of the club and/or its management, etc. Disputes involving coaches and sports directors often involve actions harming the employer's reputation during the employment term.

7.3 Free Movement of Athletes

In Italy and across the EU, the principle of free movement of workers prohibits nationality-based restrictions on EU athletes, as established by the *Bosman* ruling. Consequently, governing bodies may only impose quantitative limits on non-EU athletes.

In Italy, rules on non-EU athletes vary by league. Starting from the 2024/25 season, Serie A operates a flexible system allowing clubs to register up to two non-EU players from abroad per season, with certain clubs permitted to sign up to three depending on their existing squad composition; replacement obligations have been abolished, and British and Albanian players are treated as EU-equivalent. By contrast, Serie B and Serie C clubs may generally sign only Italian and EU players, with a limited exception for non-EU players

already registered as professionals in Italian top-tier competitions.

Rules and restrictions related to foreign athletes are also established by other national federations (professional basketball, for instance, has looser restrictions on foreign athletes compared to its amateur counterpart, which prioritises Italian-trained players).

8. Women's Sport

8.1 Development and Growth of Women's Sport

In recent years, women's sport in Italy has experienced significant growth in visibility and commercial relevance, with football emerging as the fastest-expanding discipline. While sports such as volleyball have long enjoyed strong female participation, women's football has undergone the most substantial structural transformation.

Over the past decade, the number of registered female footballers has increased from fewer than 19,000 to more than 31,000. A turning point occurred in the 2022/23 season, when Women's Serie A became fully professional. Players are now employed under formal contracts, with full social security coverage and regulatory safeguards comparable to those applicable in men's football. This shift marked not only a regulatory milestone but also a cultural one, reinforcing the recognition of women athletes as professional workers.

From a commercial perspective, media coverage and sponsorship interest have steadily increased, leading to higher broadcasting revenues and the gradual development of a transfer market. Although structural challenges remain - particularly regarding infrastructure and matchday revenues - the trajectory is clearly upward. The Italian women's football sector is now positioned as a growing and increasingly structured segment of the national sports industry, with positive medium- to long-term commercial prospects.

Italy's legislature advocates for gender equality in sports, and the "Sports Reform" takes into account gender equality as one of its purposes, establishing the "Fund for professional women's sports" and pro-

moting gender equality in sports management and administration roles.

Most importantly, due to the introduction of the “sports worker” figure, all sportswomen are now eligible for welfare, retirement and social security protections (including those related to pregnancy and maternity) that the law had not historically granted to any amateur or female athletes (see **7.1 Sports-Related Employment Contracts**).

8.2 Organisations and Initiatives to Promote Women’s Sport

Most of the initiatives to accelerate the development of women’s sport locally have been realised following inputs from federations, specifically in sports usually dominated by male participation.

For instance, in football, federal regulations introduced at a national level forced football clubs with a professional male team to also develop a young sector of women’s athletes through the execution of partnerships with local teams, and involve local sport communities.

Other initiatives were developed independently from the male football clubs; an example is a women’s amateur football club established in Milan in November 2025, which operates independently from any men’s section and is expressly designed as a sporting, social and educational hub dedicated to female athletes. The initiative also promotes partnerships with schools, families and local associations and the development of a dedicated women’s sports centre in co-operation with the Municipality of Milan.

9. Esports

9.1 Development and Growth of Esports

Esports in Italy has grown steadily in recent years but remains only partially regulated. There is currently no specific legislation defining esports as a recognised sport or providing a statutory definition of “professional esports player”. As a result, traditional professional sports law does not automatically apply. Pro-players are generally treated as self-employed individuals, unless their activity falls within the scope

of the sports worker regime under Legislative Decree 36/2021, where applicable.

A key development occurred in July 2024, when CONI resolved to recognise the Italian Esports Federation as an *Associazione Benemerita*, effective from 1 January 2025. While this does not equate to full federation status, it represents a significant step towards institutional integration of esports within the Italian sports system.

Minor participation is subject to general labour law limitations. In the absence of sector-specific regulation, issues such as education compliance, rest periods and age classifications remain governed by general rules.

Nonetheless, sports organisations are exploring the world of esports (eg, the Italian “Lega Serie A” organises the “E-Serie A”, a virtual Serie A football championship).

9.2 Key Trends and Notable Deals in Esports

Recent trends in Italy show increasing institutional consolidation and commercial expansion – especially in the football sector, which is by far the most developed.

The forthcoming CONI recognition is expected to strengthen governance structures and facilitate integration with the broader sports regulatory framework, including safeguarding and organisational compliance requirements. From a commercial perspective, notable trends include:

- the continued development of eSerie A and similar league-backed competitions, also for lower series;
- growing partnerships between esports teams and traditional clubs; and
- sponsorship agreements primarily involving technology, telecoms and digital brands.

The above trends are boosted by the involvement of primary traditional football clubs through the structuring of agreements with esports organisations, where the esports team provides the roster and management while the football club provides the brand and visibility. Other clubs (especially of lower series) select their

players from their fan base, to increase engagement and connection with local communities.

Regulatory attention is increasingly focused on the employment classification of professional players, social security contributions, prize taxation and protection of underage players.

10. NFTs, AI and the Metaverse

10.1 Non-Fungible Tokens (NFTs)

NFTs are not regulated by Italian law, and await specific regulations at national and European levels. Law operators are trying to regulate NFTs through the analogical application of several pieces of legislation regarding similar assets (eg, in terms of copyright, money laundering, consumer protection, etc). Owing to the popularity of NFTs with sports fans, sports organisations and athletes are entering into agreements with NFT companies in order to create unique collections to be placed on the market – though, despite an initial period of excitement, the interest seems to be waning.

10.2 AI

The use of AI is pivotal in sports for improving performance and scouting (see 5.7 Data in Sport). It offers a better match experience to fans (eg, live statistics), provides more accurate refereeing during competitions (eg, VAR/Instant Replay, Hawk-Eye, etc), and enhances sponsorship, ticketing and media opportunities by better targeting audiences and tailoring marketing products.

Despite its potential, AI also poses serious risks, especially in relation to the use of people's biometric data for illegal purposes, and indirectly increases the risk of personal data breaches (eg, data of fans). For these reasons, sports organisations are required to make investments in cybersecurity and monitoring systems to prevent potential risks.

In light of the foregoing, the EU introduced Regulation 2024/1689, designed to manage and prevent potential threats arising from the use of AI. This regulation defines four distinct risk levels, with all applications deemed to pose an unacceptable risk – such as those intended for fraudulent purposes – being strictly prohibited. For the remaining three risk levels, the regulation imposes progressively stricter obligations to ensure responsible AI use.

10.3 The Metaverse

The metaverse offers many opportunities for revenue generation and enhancing the fan experience. For example, clubs can duplicate ticketing revenues through the creation of their own stadium in the metaverse, and fans can enjoy an immersive experience within a sporting event, wherever they are.

However, the integration of the metaverse in sports also raises significant concerns, echoing issues related to AI and personal data management (see 10.2 AI). The primary risks involve the potential for unauthorised leakage and misuse of sensitive personal data, including images and biometric information of users. Additionally, the ability to monitor user habits within the metaverse could lead to undue influence on consumer behaviour and personal choices, posing ethical and privacy challenges.

Trends and Developments

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LAWP Studio legale e tributario is a law and tax firm with over 20 years of providing assistance in corporate and commercial transactions (including M&A, financing and joint venture transactions in the sports industry). LAWP is renowned for its proficiency in civil, commercial and tax law and is highly regarded for

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Capital Gains Reform in Italian Professional Sport *The reform for players' swaps*

The 2026 Italian Budget Law (No 199 of 30 December 2025) introduced a structural amendment to Article 86, paragraph 4 of the Consolidated Income Tax Act, significantly reshaping the tax treatment of capital gains realised by professional sports clubs. The reform is expressly aimed at limiting so-called “artificial capital gains”, particularly in football, where there is more risk of accounting practices for player exchanges based on inflated valuations and without real cash flows.

Until the 2025 fiscal year, clubs were allowed to spread (or defer) the taxation of capital gains over a period of up to five years, provided that the player’s registration rights had been held for at least two years. This rule applied regardless of whether the transaction generated actual liquidity.

Starting from 1 January 2026, this mechanism has been substantially revised: the possibility of tax deferral is now limited exclusively to the portion of the capital gain corresponding to the actual cash consideration received. Any capital gain arising from player swaps or other non-cash components is subject to full and immediate taxation in the year in which it is realised.

In practical terms, if two clubs exchange players by assigning high accounting values but without transferring money, the resulting gain must be fully taxed immediately, even though no liquidity has been generated. In the case of mixed transactions (swap plus cash adjustment), only the cash portion may be spread over time; the remaining part must be taxed upfront.

Where an effective cash payment is received, deferral remains available under strict conditions:

- the club must have held the player’s registration rights for at least two years; and
- the gain may be spread in equal instalments over a maximum of five fiscal periods (the year of realisation plus four subsequent years).

Financial impact and sustainability rules

The reform has immediate and significant cash flow implications. In fact, the elimination of deferral for non-cash gains means that clubs engaging in accounting-driven swaps must now immediately finance the related tax burden. This effectively puts an end to so-called “balance sheet rescue” transactions based on reciprocal overvaluation.

Moreover, the 2026 reform marks a clear shift in the fiscal treatment of player trading. By linking tax deferral strictly to actual cash consideration, an economic incentive behind artificial capital gains generated through swap transactions was removed. The combined effect of immediate taxation and stricter advance payment rules significantly affects financial planning for professional clubs. More broadly, the reform forms part of a coherent regulatory strategy in which tax law and sports governance converge to promote financial transparency, real liquidity and long-term sustainability within the football industry.

This is in line with the current UEFA Financial Sustainability Regulations seeking to prevent the artificial inflation of revenues through accounting gains. The Italian tax reform reinforces the same policy objective: clubs must increasingly rely on genuine and recurring revenues rather than accounting practices.

Image Rights Management Through Corporate Vehicles

For many years, Italian tax authorities and courts adopted a restrictive approach towards the use of companies for the management of athletes' image rights. Under this view, income deriving from the commercial exploitation of a player's image – being strictly connected to the athlete's personal reputation and professional performance – was generally deemed to be directly attributable to the individual and taxable as personal income. Tax authorities frequently challenged corporate structures used to manage image rights based on interposition doctrines.

Fictitious and real interposition in Italian tax law

Under Article 37, paragraph 3 of Presidential Decree No 600/1973, income formally attributed to third party may be reallocated to the individual where it is demonstrated – even through presumptions – that the individual is the actual beneficial owner. This provision traditionally applied to cases of fictitious interposition, where the interposed entity is merely a sham and lacks genuine autonomy.

However, tax disputes in the sports sector increasingly concerned real interposition, where the company is legally existent and contracts are genuinely executed, yet the structure is alleged to pursue predominantly tax-saving purposes. In such cases, the relevant legal framework shifts to abuse of rights under Article 10-bis of Law No 212/2000, which targets transactions lacking economic substance and aimed essentially at obtaining undue tax advantages.

The Italian revenue agency has often relied on indicators such as:

- absence of an adequate organisational structure;
- lack of autonomous business functions;
- unclear corporate purpose; and
- family ownership combined with gratuitous transfers of image rights.

In such circumstances, income was requalified and taxed directly in the hands of the athlete.

The “Chiellini Case” (Supreme Court Order No 28779/2025)

A significant shift emerged with Supreme Court Order No 28779/2025, issued in the case concerning former footballer Giorgio Chiellini. The case involved an image rights company that was 95% owned by the player and 5% by his brother.

The tax revenue agency challenged the structure, arguing that it lacked substantive organisation and that image rights had been transferred without consideration, thus constituting an abusive arrangement.

While acknowledging elements that in previous years might have justified requalification, the Supreme Court rejected the tax authority's appeal. The decisive factor was the quantification of the tax advantage. An expert report demonstrated that the tax saving resulting from the corporate structure was marginal – approximately 1% compared to direct taxation.

On this basis, the Court reaffirmed two fundamental principles:

- no automatic abuse – where the mere existence of a tax advantage does not automatically imply abuse, the artificiality of the structure must be proven; and
- essential purpose test – that is, abuse arises only where the arrangement lacks economic substance and is primarily aimed at securing an undue and significant tax advantage.

Moreover, the Court shifted the burden of proof to the tax authorities, requiring them to demonstrate that tax avoidance constituted the essential purpose of the structure.

Implications for the sports industry

The *Chiellini* Order marks a potential turning point in Italian jurisprudence on image rights management. It suggests that:

- the use of a corporate vehicle, even if family owned and operationally light, is not abusive;
- legitimate tax planning remains permissible; and
- reclassification of income requires concrete evidence of a predominant and undue tax advantage.

For professional athletes and clubs, the decision signals a more balanced approach between anti-avoidance enforcement and contractual freedom. While corporate image rights structures remain subject to scrutiny, the mere presence of tax efficiency is no longer sufficient to justify automatic reallocation of income.

Sport Agents: The Entry Into Force of a New Regulation

The legal framework governing sports agents in Italy has undergone a deep transformation, consistent with broader international trends, fully including intermediary activity within the sphere of regulated professions under public law.

From private intermediation to state-regulated profession

Following Legislative Decree No 37/2021, Italy implemented its new framework regulating sports agents with Ministerial Decree No 218 of 2 December 2025, fully operational as of 3 February 2026.

The Ministerial Decree introduces a unitary and consistent legal framework in one single regulation, which includes all provisions applicable to sport agents (as better summarised below).

The cornerstone of the system is the National Register of Sports Agents, maintained by CONI (the Italian Olympic Committee) and publicly accessible online. Registration is mandatory in order to practice in Italy, and must be renewed annually. Therefore, the Italian Register integrates directly with national federations and public authorities, and includes a specific section for sports agent companies.

Access to the profession: a multi-level system

Entry into the profession in Italy is subject to meeting the following eligibility criteria and requirements:

- completing a professional traineeship or accredited training course (unless exempt due to relevant academic qualifications);
- passing a general examination administered by CONI (covering sports law, civil law and administrative law); and

- passing a special examination organised by the relevant federation, assessing sport-specific regulations.

This double-level examination system significantly exceeds the access requirements found in most jurisdictions. By way of comparison, under the FIFA Agents Regulation candidates are required to pass a single centralised examination in order to obtain a worldwide licence.

In addition, agents must:

- maintain professional liability insurance (without a deductible enforceable against third parties); and
- complete at least 20 hours of continuing professional development annually.

Enforcement and criminal implications

The most distinctive feature of the Italian reform concerns enforcement. Whereas international violations – such as breaches of commission caps or representation limits – remain within FIFA’s disciplinary jurisdiction, Italian law attaches consequences that extend beyond sports justice.

Operating without registration may lead to:

- a fine of up to EUR10,000;
- suspension or cancellation from the Register; and
- referral for criminal prosecution under Article 348 of the Italian Criminal Code (unlawful exercise of a regulated profession).

Clubs and athletes engaging unregistered intermediaries may also face disciplinary sanctions, creating a system of shared responsibility across the football ecosystem.

The Abolition of the Sporting Bond in Italy

Under the previous system, it was required that an athlete, once registered with a club, carried out sporting activity exclusively in the interest of that club for a predetermined period, thus creating a controversial bond limiting the rights of the athlete. Particularly in the amateur and youth sectors, this mechanism often tied athletes to clubs for many years, significantly

limiting their contractual autonomy and freedom of movement.

The abolition of the so-called *vincolo sportivo* (sports constraint) represents one of the most important structural reforms introduced by the Italian sports law reform (Legislative Decree No 36/2021, as subsequently amended, most recently by Decree Law No 89/2024).

The entry into force of the reform was postponed until 2025 to give amateur and youth clubs time to adjust their financial planning, since the sporting bond had traditionally ensured a certain level of investment stability as the clubs required financial compensation to consent to the dissolution of the bond and the transfer of the player to other clubs.

Starting from 1 July 2025, all remaining limitations on contractual freedom deriving from previous registrations will definitively cease to apply. All athletes – including those whose registrations were renewed after 30 June 2023 – will be able to end their sporting relationship without the previous constraints at the end of each sport season.

The training compensation mechanism

The elimination of the sporting bond is not unconditional; it is balanced by the introduction of a training compensation mechanism. Under Article 12 of Legislative Decree No 36/2021, when an athlete signs their first professional employment contract, professional or amateur clubs must pay a compensation fee, proportionally distributed among the clubs that contributed to the athlete's development.

Each federation determines the amount of compensation, the criteria for allocation, and the relevance of factors such as the athlete's age, contract duration and economic value. This mechanism shifts the system from one based on contractual restraint to one based on economic recognition of training efforts. The athlete is no longer obliged to remain with a club, but the club receives financial compensation for its investment in development.

Sports contracts

Although the sporting bond has been abolished, clubs and athletes remain free to regulate their relationship through contractual agreements. In practice, the parties may enter into fixed-term agreements defining the duration of the engagement and the conditions governing termination or transfer, within the limits established by the legal framework governing sports employment contracts.

The sports employment contract can take different legal forms, with a strong presumption based on how the performance is executed:

- subordinate employment – remains the rule in the professional sector (with specific exceptions); and
- self-employment (including a co-ordinated and continuous collaboration (co.co.co.)) – the most prevalent form in the amateur sector.

In the amateur sector, the relationship is presumed to be co.co.co. if the performance does not exceed 24 hours per week (excluding time spent in official competitions/sporting events).

All sports workers must be enrolled in a social security fund with mandatory accident insurance for all subordinate employees.

Systemic implications

The reform fundamentally changes the economic model of youth and amateur sport. In the past, clubs relied on the sporting bond to protect their long-term investment in player development. Its abolition raises concerns about a reduced ability to retain emerging talent, greater contractual mobility and possible financial instability for grassroots organisations.

In conclusion, the definitive abolition of the sporting bond as of 1 July 2025 marks a clear turning point in Italian sports law and reflects a broader European evolution towards recognising athletes primarily as workers rather than assets. The reform rebalances the relationship between freedom and investment protection: clubs move from a model based on control to one based on compensation, while athletes gain greater contractual autonomy.



Law and Practice

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TMI Associates

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TMI Associates has strived to create a law firm distinct from any other in Japan since its establishment in 1990. Over the last 35 years, the firm has experienced rapid organic growth in both headcount and geographical reach, while maintaining its progressive culture. Based in Tokyo, TMI Associates has, as of 2 March 2026, 676 lawyers and 101 patent/trade mark attorneys among a total of 1,317 personnel and it has become one of the five largest law firms in Japan. In addition to TMI Associates' domestic branch offices in Nagoya, Kyoto, Osaka, Kobe, Fukuoka and Hiro-

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TMI Associates

1. Athlete Conduct, Integrity and Enforcement

1.1 Anti-Doping Regimes

There is no law in Japan that imposes criminal penalties for doping. The Japan Anti-Doping Agency (JADA), established in 2001, is responsible for all anti-doping activities in the country. In addition to determining standard doping test procedures and implementing doping control processes, JADA also conducts education and awareness campaigns related to anti-doping.

JADA established the Japan Anti-Doping Code (JADC), which is based on the World Anti-Doping Code created by the World Anti-Doping Agency (WADA). The JADC incorporates WADA's annually updated list of prohibited substances. This list includes substances such as cannabis, cocaine and heroin, which are also illegal drugs under Japanese law.

In October 2018, Japan enacted its first anti-doping legislation: the Act on the Promotion of Anti-Doping Activities in Sport (Law No 58 of 2018). Following this, in March 2019, the government issued the Basic Policies for the Comprehensive Promotion of Measures

Related to Anti-Doping Activities in Sports, which outlines the core policy framework for anti-doping initiatives in accordance with Article 11 (1) of the Act.

Individual sports federations and professional leagues in Japan impose disciplinary sanctions for doping violations in line with the JADC and their own regulations. Sanctions may include disqualification of results, periods of ineligibility, suspensions from competition, and other disciplinary measures.

A notable case occurred in 2017 involving a candidate for Japan's national canoe team. The athlete secretly mixed a banned substance into a rival competitor's drink, causing the rival to initially test positive and be suspended. After an investigation, the rival athlete's suspension was overturned, while the perpetrator received an eight-year ban from competition issued by the national federation.

JADA publishes a list of doping violations in Japan on its website. Last year, only one doping case was reported.

1.2 Misconduct and Match-Fixing

There is no specific law in Japan that directly addresses an athlete's misconduct, cheating, or match-fixing. However, if an athlete engages in conduct that violates the Penal Code or public gambling laws, they may be punished under those statutes. In addition to legal consequences, the sports organisation to which the athlete belongs may impose disciplinary measures under its own rules.

To prevent illegal acts and misconduct, each sports organisation provides compliance training to its athletes. For example, the J.League – the top professional football league in Japan – uses the FIFA Early Warning System to monitor and detect irregular betting activity. Similarly, the Japanese Olympic Committee (JOC) has been developing regulations to prevent the manipulation of sports competitions, in line with initiatives promoted by the International Olympic Committee (IOC).

Japan has experienced several notable sports integrity cases. In 2011, a major match-fixing scandal in professional sumo resulted in the cancellation of the spring tournament, with more than 40 wrestlers and stable masters being forced or advised to retire. In 2020, a professional boat racer was sentenced to three years' imprisonment with labour and fined approximately JPY37 million for deliberately delaying his finish in exchange for illicit payments. That same year, a J.League club director attempted to persuade players and coaches to fix a match, leading to a two-year ban from all football-related activities imposed by the Japan Football Association.

1.3 Betting-Related Offences

Under Japanese law, gambling activities – including operating a gambling establishment or organising groups of gamblers – are prohibited and subject to punishment under Articles 185 and 186 of the Penal Code. Exceptions apply only when public agencies are expressly authorised by special laws to operate gambling in specific areas such as horse racing, boat racing, bicycle racing, auto-racing, and sports promotion lotteries. Following amendments to the Act on the Implementation of Sports Promotion Lotteries in 2020, basketball was added to the eligible sports for such lotteries in 2022, alongside football (soccer).

Under this Act, athletes, managers, coaches, and referees involved in the games covered by the lotteries, as well as individuals under the age of 19, are prohibited from participating. Individuals who engage in illegal gambling may face criminal penalties and may also be subject to disciplinary measures imposed by the sports organisations or teams to which they belong.

In Japan, a comprehensive system for sharing betting-related information between sports governing bodies and betting operators has not yet been fully established. However, both sports organisations and public authorities have increasingly recognised the need to monitor suspicious betting activities and to strengthen integrity measures in order to safeguard the fairness of competitions.

Recently, media reports have indicated that several professional baseball players and other athletes have been referred to prosecutors for allegedly using online casinos. These reports have heightened public awareness in Japan regarding the involvement of athletes in gambling activities.

1.4 Disciplinary Framework

JADA implements doping control in accordance with the JADC. If a positive doping test is returned, a hearing will be held and sanctions – such as suspension – may be imposed by the Japan Anti-Doping Disciplinary Panel. Although this Panel is responsible for imposing sanctions, the sports organisation to which the individual belongs may also impose its own separate sanctions.

Disciplinary procedures for other acts that violate rules of integrity will be imposed under the relevant regulations, provided that those regulations specify:

- the prohibited acts subject to disciplinary procedures;
- the persons who may be subject to such procedures;
- the details of possible disciplinary actions; and
- the procedures leading to the imposition of disciplinary action.

However, the nature and severity of disciplinary actions may differ from one sports organisation to another.

In addition, sports organisations or companies may choose to discipline their members for unethical behaviour in their private lives, such as acts of infidelity.

2. Commercial Rights

2.1 Sports-Related Rights

In addition to sponsorship and broadcasting revenues, merchandising rights as well as ticket and hospitality revenues are major sources of income for sporting events. For example, the Tokyo Organising Committee of the Olympic and Paralympic Games (TOCOG) received JPY14.4 billion in licensing fees and had forecast approximately JPY90 billion in ticket revenue for the Tokyo 2020 Olympic and Paralympic Games. However, due to the COVID-19 pandemic, the Games were held without spectators, and all tickets were refunded.

The Rugby World Cup 2019 Organising Committee generated approximately JPY38.9 billion in ticket revenue from the Rugby World Cup 2019, with no sponsorship, broadcasting, or licensing revenues contributing to this amount.

Official resale services were provided for the Rugby World Cup 2019, allowing tickets to be resold at face value through designated resale platforms. Resale through other channels, such as auction websites, was prohibited under the terms and conditions applicable to ticket purchase and use.

Furthermore, the unauthorised resale of tickets – or the acquisition of tickets for the purpose of unauthorised resale – is subject to criminal penalties under the Act on Securing Proper Distribution of Entertainment Admission Tickets through Prohibition of Unauthorised Resale of Specified Entertainment Admission Tickets (the “Anti-Scalping Law”), which came into effect on 14 June 2019.

2.2 Sponsorship Terms

A sponsorship contract is an agreement in which a company or individual becomes a sponsor of a sports rights-holder and/or sports competition. In return, the sponsor receives defined sponsorship benefits in

exchange for paying a sponsorship fee and/or providing products and services as value-in-kind. These arrangements allow sponsors to enhance brand recognition and value by associating their products or services with sporting events, teams, and athletes. Sponsors may also benefit from specific commercial rights granted by sports rights-holders, including marketing rights, hospitality opportunities, and, in some cases, access to data held by sports rights-holders and other stakeholders for marketing or business development purposes.

From the perspective of sports rights-holders, sponsorship arrangements represent an important revenue source that supports the organisation and development of sporting events or competitions and contributes to improving the performance and competitiveness of their athletes. To attract sponsor investment, sports rights-holders actively develop and market the commercial rights associated with sporting events, teams, and competitions. These rights typically include brand exposure through venue signage, team apparel, and digital platforms, as well as hospitality opportunities, promotional campaigns, and the right for sponsors to associate their brand with the relevant event, team, or competition.

Within sponsorship programmes – particularly in major or international sporting events – it is common to differentiate tiers of sponsors while granting exclusive rights to specific product or service categories.

2.3 Broadcasting Rights

Sports rights-holders grant broadcasters and media organisations various broadcasting and media rights for sporting competitions and events. These rights typically include permission to bring recording and broadcasting equipment into venues, as well as the right to record competitions and events – either directly or through third parties – and to transmit and display that content through live or delayed broadcasts, cable or satellite channels, internet streaming services, or other media. In practice, broadcasters usually obtain venue access licences from the relevant sports rights-holders or event organisers to install production equipment and conduct live event coverage.

Broadcasters primarily exploit broadcasting rights to increase advertising revenue and subscription income. High-profile sporting events attract large audiences, boosting the commercial value of advertising slots and strengthening the competitive position of subscription-based services and streaming platforms.

For sports rights-holders, broadcasting rights represent a major source of revenue. To maximise these fees, many rights-holders – such as professional leagues – centrally manage the broadcasting rights to their competitions and package them for sale to broadcasters or media platforms. These rights are often granted on an exclusive basis within particular territories or platforms to enhance their commercial value.

Although the grant of broadcasting rights and the ownership of copyright in the audiovisual content of broadcasts are legally distinct, broadcasting rights agreements typically address how copyright ownership is allocated.

A notable example is the J.League's July 2016 agreement with Perform Group, operator of the DAZN streaming service, involving broadcasting rights worth approximately JPY210 billion for the ten-year period beginning with the 2017 season. In 2023, the agreement was extended until the 2033–34 season, with broadcasting fees reportedly set at approximately JPY239.5 billion for the eleven seasons from 2023 to 2033. Under this agreement, the copyrights in match footage are owned by the J.League.

As broadcasting rights fees for large-scale international sporting events – such as the Olympic Games and the FIFA World Cup – continue to rise, the Japan Consortium, composed of NHK (Japan's public broadcaster) and private broadcasters, has been established to facilitate the sharing of broadcasting rights, joint programme production, and the pooling of personnel and technical resources required for broadcasting. Regarding the Olympic Games, the Japan Consortium reached an agreement with the International Olympic Committee (IOC) to acquire broadcasting rights for four editions: the 2026 Milano Cortina Winter Games, the 2028 Los Angeles Olympic Games, the 2030 French Alps Winter Olympic Games

and the 2032 Brisbane Olympic Games. The total fee is approximately JPY97.5 billion. These rights cover television and radio broadcasting, as well as all media rights in Japan, including internet and mobile distribution.

Unlike certain other jurisdictions, Japan currently has no specific legislation guaranteeing free-to-air coverage of designated sporting events. A recent example illustrating Japan's evolving broadcasting landscape is the 2026 World Baseball Classic (WBC), an international baseball tournament that is especially popular domestically. Netflix has reportedly acquired exclusive streaming rights for Japan and will distribute all 47 games – including those involving Japan's national team – via live and on-demand streaming. As a result, the tournament will not be available on traditional terrestrial television, historically the primary means by which Japanese audiences watch major sporting events. This development may signal a growing trend in Japan toward exclusive distribution of major sporting events through paid streaming platforms.

3. Sports Events

3.1 Proprietary Rights and Event Management

Under Japanese law, there is no specific proprietary right that protects sporting events themselves, and sporting matches are not, as such, safeguarded by intellectual property rights. Nevertheless, sports event organisers are able to control and commercially exploit their events through a combination of property rights, contractual arrangements and regulatory measures.

Sports event organisers – including national federations, leagues and clubs – typically manage their facilities and events by securing property rights, leasehold rights, or other venue-use rights through agreements with facility owners. Access to the venue is then regulated by the organisers, who grant entry to athletes, coaches, officials, media representatives and spectators under specified conditions.

When granting access, organisers generally obtain consent from athletes and other participants to use their likenesses in event footage and broadcasts.

Additionally, to protect broadcasting rights, sponsorship rights and other commercial interests, organisers often enter into participation agreements with athletes and coaches, setting out the terms and conditions governing their involvement in the event.

Organisers also establish rules and regulations governing participant conduct and impose terms and conditions on tickets sold to spectators. These terms typically prohibit unauthorised filming, recording or commercial use of event footage in order to safeguard the organisers' broadcasting, sponsorship and other commercial rights.

Furthermore, amendments to the Act for Eliminating Discrimination Against Persons with Disabilities took effect on 1 April 2024, making the provision of reasonable accommodation for persons with disabilities a legal obligation. As a result, sports event organisers are now required to provide reasonable accommodation upon request from a person with a disability.

3.2 Duty of Care and Liability

Sports event organisers are required to consider the safety of both participants and spectators when planning and conducting sporting events. Although Japanese law does not explicitly impose a statutory duty to ensure safety, judicial precedents recognise that "parties who have entered into a special social contract relationship based on a certain legal relationship are obliged, under principles of good faith and mutual trust, to protect each other's lives and personal safety from dangers associated with that relationship as supplementary duties."

To prevent violence and disorder, sports event organisers generally establish rules for athletes, coaches, and spectators, and implement appropriate security measures. In practice, organisers often work closely with police and private security companies to maintain order and ensure safety at event venues. If an athlete or spectator violates the applicable rules, disciplinary measures may be imposed by the relevant sports governing bodies or the event organisers themselves.

Depending on the location and nature of the sporting event, organisers and related parties – including sponsors – may be subject to various laws and regulations.

These may include the Urban Park Act, the Road Traffic Act, the Outdoor Advertisement Act and relevant local ordinances, the Anti-Nuisance Ordinance, the Fire Service Act, and the Food Sanitation Act.

Event organisers may also include clauses in their contracts with participants and spectators that seek to limit their liability. However, under the Consumer Contract Act, any provisions in terms and conditions that attempt to exempt organisers from responsibility to provide compensation to spectators are generally considered invalid.

4. Corporate Structures

4.1 Legal Forms of Sporting Bodies

Professional sports clubs generally operate as joint-stock companies. Sports organisations that are not professional sports clubs may adopt a variety of legal forms, including joint-stock companies, incorporated associations, incorporated foundations, specified non-profit organisations (NPOs), or voluntary organisations. In many cases, national sports federations in Japan operate as incorporated associations or incorporated foundations.

There are various reasons for choosing corporate status or a particular entity type, including tax considerations. For example, organisations typically choose the joint-stock company structure when their activities are carried out for profit. In contrast, organisations usually opt for an incorporated association or foundation when their activities are not conducted for profit. Some incorporated associations and incorporated foundations may obtain "Public Interest Corporation Certification", which provides certain tax advantages, such as income tax exemptions.

4.2 Corporate Governance Codes

In 2019, the Japan Sports Agency developed two sports governance codes: one for national federations and another for general sports organisations. In 2020, the Japan Sport Association (JSPO), the Japanese Olympic Committee (JOC), and the Japanese Para-Sports Association (JPSA) began evaluating their own compliance with the governance code for national federations. As of the end of 2024, second-

round evaluations have already begun, and no major issues have been identified so far.

In September 2023, the Japan Sports Agency revised the governance code for national federations. The 13 core principles remained unchanged, but the accompanying explanations were adjusted slightly to help improve the code's practical effectiveness. A national federation that is assessed as non-compliant during a review may face a reduction in subsidies provided by the Japan Sport Council (JSC). In addition, when a general sports organisation applies to the JSC for a grant, it must provide a self-assessment and disclose its compliance status with the governance code.

The governance code does not specifically address matters relating to the bankruptcy of a sports organisation.

4.3 Sport Funding

The JSC, JOC, JPSA, and JSPO receive administrative grants, subsidies, and other forms of support from the government. These funds are then distributed to the various national federations to improve athletic performance, strengthen international competitiveness, and enhance the overall competitive environment. This sports promotion fund is also allocated to athletes and coaches who are part of Japan's national teams. Government subsidies are estimated to make up more than 20% of the total income of the national federations.

In addition, subsidies may be provided to other sports organisations by the Japan Sports Agency and the JSC through sports promotion lottery programmes. Lottery tickets for the Tokyo 2020 Games and the Rugby World Cup 2019 were also sold, with a portion of the proceeds used to support each respective event. Corporate sponsorship further plays a significant role in Japanese sport, particularly in support of national teams and professional clubs.

5. Intellectual Property, Data and Data Protection

5.1 Trade Marks

A trade mark right arises after registration with the Patent Office. This process involves identifying the trade mark to be registered and filing an application specifying the scope of the designated goods or services for which the trade mark will be used. Trade marks that lack distinctiveness, run contrary to the public interest, or are similar to marks owned by others cannot be registered. Once registration is granted, the rights-holder obtains the exclusive legal right to use the trade mark in Japan for the specified goods and services, preventing others from using identical or confusingly similar marks.

Sports organisations often register trade marks in categories such as clothing (class 25), toys and sports equipment (class 28), advertising (class 35), and the organisation, arrangement, and conduct of sports competitions (class 41).

The duration of a trade mark right is ten years. However, because it is renewable, a trade mark can effectively be maintained indefinitely by renewing it each time. This makes trade marks particularly useful in the sports business. For this reason, sports event organisers – such as leagues – may require their member clubs to register trade marks for their logos and emblems.

Trade marks can be registered even if the mark has not yet been used. Japan follows a “first-to-file” system rather than a “use-based” system.

Anticipation and Abuse of Trade Mark Rights

Anticipatory trade mark applications have been filed for famous names in the sports world. One example is the *Juventus* case. In that case, the plaintiff – who had registered the trade mark “Juventus” despite having no connection with the Italian Serie A football club – claimed trade mark infringement against a defendant who was licensed by the club to use the mark domestically. The court dismissed the claim on the grounds that the plaintiff's actions amounted to an abuse of rights.

5.2 Copyright/Database Rights

Japan recognises and enforces copyright under the Copyright Act, in which protection arises automatically upon creation. No registration is required, provided the content qualifies as a “work” – meaning a creatively produced expression of thoughts or sentiments within the literary, academic, artistic, or musical domains.

Although registration is not necessary for copyright protection to exist, Japan does offer a copyright registration system. Registering a copyright provides several advantages, such as creating official evidence of authorship or ownership, giving public notice of transfers or pledges, and offering evidentiary support in litigation.

Major defences to copyright infringement claims include private use, quotation, educational use, library exceptions, and specific allowances for use in textbooks.

Under the Japanese Copyright Act, databases may also be protected as “database works” if creativity is demonstrated in their selection or systematic arrangement of information.

A notable example of copyright concerns in Japan occurred when the official emblem of the Tokyo 2020 Games was found to resemble the logo of an overseas theatre. Because potential copyright infringement became an issue, the Tokyo Organising Committee of the Olympic and Paralympic Games (TOCOG) decided to replace the emblem with a new design.

5.3 Recognising Personality/Image Rights

Although not explicitly stipulated under Japanese law, the rights to the names and portraits of celebrities – including athletes (their image rights) – are recognised in practice. These rights are generally understood to consist of:

- the exclusive right to use one’s name and portrait to attract customers and promote the sale of goods; and
- publicity rights, acknowledged within the framework of Supreme Court rulings on tort liability under the Civil Code.

5.4 Protecting Personality/Image Rights

According to Supreme Court principles, the unauthorised use of an athlete’s likeness infringes upon publicity rights when the image is exploited primarily to attract an audience or customers. This includes:

- using the image itself as a selling feature;
- placing an athlete’s face on merchandise; and
- using an athlete’s photograph in advertisements to promote goods or services.

In addition, several provisions of the Unfair Competition Prevention Act (UCPA) can be invoked to protect athletes by preventing the commercial misuse of well-known images. The UCPA prohibits acts that create consumer confusion, take unfair advantage of famous indications, or harm business reputation, thereby offering further safeguards against improper exploitation of an athlete’s likeness.

5.5 Licensing

Under Japanese law, there are no special restrictions on licensing intellectual property rights – such as trade mark rights and copyrights – to third parties.

In addition, the Supreme Court considers that the basis of publicity rights, including the names and portraits of athletes as described in **5.3 Recognising Personality/Image Rights** and **5.4 Protecting Personality/Image Rights**, is a moral right. Publicity rights are therefore treated as personal rights and cannot be transferred or assigned. However, there is no restriction on licensing these rights to third parties. As a result, sports organisations and athletes frequently license both their intellectual property rights and publicity rights to sponsors and licensors in exchange for remuneration.

Japanese professional sports organisations also commonly manage image rights through contractual arrangements. While an athlete’s image rights inherently belong to the athlete, clubs and leagues often require athletes to license those rights for official marketing and promotional purposes.

5.6 Assignment of IP Rights

Assignment of IP rights to third parties is permitted under Japanese law, but there are several important legal restrictions.

- Patents, trade marks, and designs – to make the transfer effective against third parties, mandatory registration with the JPO is required.
- Copyright Act – translation rights, adaptation rights, and the rights of the original author in connection with a derivative work are generally not automatically assigned. These rights are presumed to remain with the copyright holder unless they are specifically addressed and transferred in the contract.
- Moral rights – moral rights under copyright cannot be assigned under any circumstances.

5.7 Data in Sport

The data collected from athletes is used to support coaching and training, as well as to enhance their athletic performance. It is also utilised to increase fan engagement and to develop products and services for sponsors and other stakeholders.

Similarly, by gathering and analysing spectator data – such as visit histories to venues, fan demographics, and purchase histories for tickets and merchandise – sports organisations have been able to refine their marketing strategies. This has helped increase the number of visitors and fans, attract new sponsors, and improve product development and promotional activities for sponsors and other stakeholders.

5.8 Data Protection

Sports data is subject to protection under the Personal Information Protection Act when it qualifies as personal information. Personal information is defined as data relating to an individual that can identify that person through a name, date of birth, or other identifying details contained within the information. When providing such data to a third party, it is necessary either to obtain the individual's explicit consent or to clearly specify in advance – typically in a privacy policy – the nature of the information, the purpose for which it will be used, and the method by which it will be provided.

If personal data will be used jointly with other parties, the privacy policy must also specify the categories of personal data to be shared, the scope of parties involved in the joint use, and the intended purpose of that use.

Additionally, information related to the results of doping control testing is treated with heightened protections as “special care-required personal information”. The acquisition of this type of data requires the explicit consent of the individual concerned.

GDPR Issues

When handling the personal data of individuals residing in the EU, it is necessary to comply with the General Data Protection Regulation (GDPR). In January 2019, the European Commission adopted a privacy adequacy decision for Japan, enabling smoother and more straightforward transfers of personal data between Japan and the EU.

6. Dispute Resolution

6.1 Role of National Court Systems

The national courts may hear disputes concerning the existence or non-existence of specific legal rights, obligations, or legal relationships between the parties, provided that such disputes can be finally resolved through the application of law. However, disputes that are non-legal in nature – such as those involving athlete selection or matters that fall entirely within the internal authority of an organisation – generally cannot be resolved by a court.

Domestic sports-related arbitration and mediation is conducted by the Japan Sports Arbitration Agency (JSAA), as well as by sports organisations that operate their own dispute-resolution mechanisms. It is not mandatory to submit a dispute to arbitration or mediation through the JSAA, nor is it necessary to use the dispute-resolution procedures provided by sports organisations before bringing a dispute before the courts.

6.2 ADR Mechanisms

Any dissatisfaction with a decision made by a sports organisation may give rise to an appeal, either within

the organisation itself or to the JSAA. Sports disputes that cannot be resolved in court may also be appealed to the JSAA. The scope of sports arbitration before the JSAA covers “a decision made by a sports organisation or its organs in relation to a sporting competition or its operation”.

Dispute resolution through the JSAA is conducted in accordance with the Rules of Sport Arbitration and other related regulations. Any appeal to the JSAA must be filed within six months from the date on which a party becomes aware of the decision made by the relevant sports organisation. The arbitral award issued by the JSAA is final and binding on both parties. In addition, the sports governance code for national federations requires that these organisations include an automatic acceptance clause recognising the jurisdiction of JSAA sports arbitration.

As of April 2025, the adoption rate of the automatic acceptance clause among sports organisations stands at 83.8%.

6.3 Sanctions, Remedies and Challenges

Sports governing bodies may dismiss or suspend individuals, reduce subsidies, or impose other sanctions in accordance with their internal rules. Any person who wishes to challenge a decision made by a sports organisation may file an objection through the organisation’s established appeal system. All proceedings will follow the rules and procedures set out by that organisation.

For further details on the appeals system administered by the JSAA, refer to **6.2 ADR Mechanisms**.

7. Employment Contracts and Rights

7.1 Sports-Related Employment Contracts

The nature of the relationship between sports organisations and players varies depending on several factors, including whether the sport is individual or team-based, the history and degree of professionalisation of the sport, its popularity, the level of competition, and the policies of the relevant governing body.

For example, players in individual sports such as tennis or golf typically enter into contracts with the sports organisation hosting each competition and receive remuneration directly from that organisation. By contrast, players in team sports such as baseball, football, or basketball generally receive remuneration from their club (or the company that owns the club).

Player Contracts

In Japan, a professional player contract is generally considered a consignment contract rather than an employment contract. However, for certain sports – such as rugby – semi-professional contracts may also be used. These contracts combine elements of both consignment and employment agreements, depending on factors such as the sport’s development, its level of professionalisation, and the skill and experience of the athletes involved.

Some semi-professional contracts may stipulate that players become employees of the company that owns the club and continue working for the company after retirement from professional play.

Contract structures also differ across sports. In some sports, professional athletes sign individualised contracts, while in others, all athletes are required to use uniform player contracts. Uniform player contracts are particularly common in large, well-established sports in Japan, including baseball, football and basketball.

Salary Caps and Transfer Restrictions

Certain professional sports leagues in Japan have introduced salary cap systems to promote financial stability and competitive balance. For instance, the professional basketball league plans to introduce a salary cap applicable to all players. In the new top-tier league – B.LEAGUE PREMIER – set to launch in 2026, the annual team salary cap will be JPY800 million, with a minimum team salary of JPY500 million. Minimum player salary requirements will also be introduced.

In contrast, the J.League revised its player contract framework for the 2026 season. Under the revised system, remuneration for professional players is generally not subject to a salary cap, except for players in their first year as professionals. Minimum base sal-

ary requirements for all professional players have also been introduced.

The Japan Fair Trade Commission (JFTC) has expressed concerns under the Anti-Monopoly Act about rules that indefinitely restrict athlete transfers or mobility. Examples include rules that completely prohibit transfers, require unlimited consent periods from current teams, or allow transfers but indefinitely prohibit participation in competitions organised by the relevant governing body.

In September 2024, the JFTC issued a warning to Nippon Professional Baseball (NPB) regarding practices that prohibited players from appointing non-lawyers as agents for contract negotiations and restricted agents from representing multiple players. The JFTC indicated that such restrictions could violate the Anti-Monopoly Act, after which NPB discontinued these practices.

7.2 Employer/Employee Rights

In Japan, professional athletes are generally not classified as “workers” under the Labour Standards Act, which defines a worker as “a person who is employed at a business and to whom wages are paid, regardless of the type of occupation.”

However, athletes’ associations may form labour unions and participate in collective bargaining with leagues or teams under the Trade Union Act. This Act defines a worker as a “person living on wages, salaries, or other equivalent income regardless of the kind of occupation.” As a result, organisations such as the Japan Professional Baseball Players Association and the Japan Pro-Footballers Association are officially recognised as labour unions under the Labour Union Law.

In these circumstances, leagues and teams are prohibited from treating athletes unfavourably due to their union activities. They must also not refuse collective bargaining requests from athletes’ unions without valid justification.

7.3 Free Movement of Athletes

Although Japanese law does not directly restrict the participation of foreign athletes, all activities under-

taken in Japan by foreigners entering the country must align with an authorised activity under one of the residence statuses provided in the Immigration Control and Refugee Recognition Act. Generally, the activities of a professional athlete fall under the “entertainer” residence status, while the activities of an amateur athlete – when the company pays the athlete a monthly remuneration of JPY250,000 or more – fall under the “designated activities” residence status.

In addition to immigration requirements, certain sports leagues have established foreign player quotas, including those governing baseball, football, basketball, and sumo wrestling. For example, in the B.LEAGUE PREMIER basketball league, up to three foreign players may participate on the court simultaneously. Similarly, in the J1 League of professional football, clubs may field up to five foreign players at the same time.

8. Women’s Sport

8.1 Development and Growth of Women’s Sport

One of the most noteworthy events demonstrating the recent development and growth of women’s sport in Japan was the establishment of a women’s professional football league in 2020, known as the WE League. Its first season commenced in September 2021. As the name derives from “women’s empowerment”, the league is not only dedicated to promoting women’s football but also to fulfilling its broader mission: to promote a society in which people with diverse dreams and ways of living can shine, through women’s football and sport more generally.

Furthermore, as described in 4.2 **Corporate Governance Codes**, the JSA developed its sports governance code in 2019. This code requires each sports organisation to ensure diversity within the composition of its officers and counsel. Specifically, sports organisations must set a target of at least 40% female officers and counsel and implement concrete measures to achieve this. As a result, organisations are increasingly striving to meet these requirements, and the percentage of female officers and counsel is steadily rising. Notably, the percentage of female directors across all

national federations increased from 15.6% in 2018 to over 34% in 2025.

Another significant development related to women's sport in Japan is the "1252 Project", promoted by the general incorporated association Never Stop Playing Sports. The initiative is led by several well-known and successful athletes, including Olympians, and tackles the issue of "female athletes and periods", working collaboratively with top athletes and experts in education and medicine. The name "1252" reflects that female athletes are affected by menstrual periods for 12 of the 52 weeks in a year. In August 2024, the 1252 Project received an award from the Olympism 365 Innovation Hub – a collaboration between the IOC, Beyond Sport, and Women Win – recognising innovative and impactful approaches to sport for sustainable development. It was the only project selected from the Asian region.

In addition, efforts are being made to eradicate covert filming and photography of female athletes for the purpose of sexual harassment, thereby ensuring a safe environment in which athletes can focus on their performance. Seven sports organising bodies, including the JOC, the JSPO, the JPSA, and the JSC, are working together to address this issue. From a legal perspective, covert filming and photography are currently regulated by ordinances established by each prefectural government.

It is particularly notable that Fukuoka Prefecture has revised its ordinance to explicitly define the photographing of a person's posture or body parts with sexual intent and without consent – whether the person is clothed or not and whether at schools, sports facilities, public transport, or other locations – as sexual violence. Although no penalties are imposed, the purpose is to create a culture in which individuals can more easily call out suspicious behaviour by making the prohibition explicit and widely known. Following this revision, announcements warning attendees began at competition venues, and organisers also started implementing patrols.

8.2 Organisations and Initiatives to Promote Women's Sport

Japan has a wide range of organisations dedicated to promoting women's sports, supporting female athletes, and improving gender equity in the sporting environment. These organisations operate at national, governmental, academic, and professional levels.

The Japan Sports Association (JSPO) actively promotes women's participation in sports by improving the sporting environment, providing educational resources, conducting gender-ratio surveys, and offering support tools such as menstrual-health check resources and harassment-prevention programmes. These initiatives are led through JSPO's Women's Sports Committee.

The Japan Sports Agency develops national policies to enhance women's participation in sports. Key initiatives include increasing participation rates across different age groups, promoting more female leaders and board members within sports organisations, and supporting the development and advancement of female coaches.

The High-Performance Sports Center (HPSC), operated under the Japan Sport Council, conducts specialised research and support programmes for female athletes. This includes scientific studies, health-related support, and long-term athlete development initiatives specifically tailored to women competing in high-performance sports.

9. Esports

9.1 Development and Growth of Esports

In Japan, esports have been attracting increasing attention in recent years, with the market experiencing rapid expansion. The market size was estimated at approximately JPY12.5 billion in 2022 and JPY14.6 billion in 2023, and it is projected to grow to around JPY19.9 billion by 2025. In addition to this growth, many esports competitions have recently been held, accompanied by a rising number of professional esports teams.

Guidelines and manuals have been developed by the Japan Esports Union, helping clarify several legal issues related to esports competitions, particularly those involving prize money and/or participation fees. These efforts have contributed to a more structured and transparent environment for organising events.

Esports are characterised by their ability to facilitate remote participation, allowing competitions to be held while maintaining physical distance – making them uniquely suited to an online format. Furthermore, esports have been embraced by traditional sports players, as they can easily play esports titles and organise their own competitions.

9.2 Key Trends and Notable Deals in Esports

Esports have become increasingly popular among younger generations, leading to a significant rise in the number of young players. As a result, it has become necessary to consider the effects of esports on children's health – such as gaming disorders and gaming addiction – and to explore ways to improve the environment for young esports participants.

In March 2020, a local authority enacted Japan's first ordinance aimed at reducing internet and video game addiction among young people. The ordinance recommends that guardians ensure children under the age of 18 limit computer game use to a maximum of 60 minutes per day and, in principle, turn their smartphones off by 9 pm.

In response to this measure, certain residents filed lawsuits claiming that the ordinance violated human rights, including the freedom to play games and the constitutional right to enjoy esports. However, the District Court dismissed these claims, finding that the ordinance did not impose any specific or enforceable restrictions on their rights. The court concluded that enjoying esports could be regarded as a hobby or personal preference, and therefore not something that warranted constitutional protection in this context.

In June 2024, the Japan e-Sports Union (JeSU) was approved as a provisional member of the Japanese Olympic Committee (JOC) until March 2027. Esports have also been confirmed as an official event for the 20th Asian Games, scheduled to be held in Aichi–

Nagoya in 2026, following their inclusion in the previous edition. JeSU will serve as the governing body for esports during these events.

10. NFTs, AI and the Metaverse

10.1 Non-Fungible Tokens (NFTs)

NFT markets have emerged and developed around the world since 2021, with NFT-related businesses also beginning to appear across various industries in Japan that spring. Several NFT marketplaces have launched in Japan, initially driving a surge in NFT issuance – particularly in the arts, gaming, and talent-related sectors. In the sports industry, multiple professional baseball, soccer, and basketball leagues and teams, as well as a women's professional wrestling organisation, have introduced licensed games, trading card services, and other initiatives using NFTs.

Some sports teams have also begun issuing “fan tokens”, using blockchain technology as a new means of fundraising. As a result, NFTs are increasingly seen as a potential new revenue source for both teams and leagues.

From a regulatory standpoint, Japan currently has no comprehensive law that directly governs NFTs. However, depending on the characteristics of the NFT and the structure of the relevant transactions, a range of existing laws and regulations may apply. These include the Payment Services Act (covering crypto-assets), the Financial Instruments and Exchange Act (where NFTs resemble securities), the Act Against Unjustifiable Premiums and Misleading Representations, and the Copyright Act. Consequently, legal analysis may be necessary depending on how the NFT is designed, offered, and sold. In addition, because NFTs can be traded on the market for an indefinite period by an unspecified number of people, rights clearance becomes an important issue. All parties involved – players, teams, issuers, and purchasers – must appropriately agree on matters such as portrait rights, uniform rights, distribution of revenue from primary and secondary sales, and the ways in which purchasers are permitted to use the NFTs.

Furthermore, the initial excitement surrounding NFTs has cooled considerably in recent years. A growing number of NFT businesses have been discontinued after failing to generate the revenue initially expected. In fact, a video collection service using NFTs for a professional baseball league and a game using player-image NFTs for a professional soccer league both terminated their services in 2024.

Given this shift, it is now time for the sports industry to explore new approaches to using NFTs – not only for trading cards and games, but also in broader applications. Recently, NFTs have been incorporated into marketing initiatives, such as fan tokens, digital membership cards, digital stamps, and proofs of attendance at sporting events.

10.2 AI

At present, Japan does not have a comprehensive statute specifically regulating AI. However, the government has developed a policy framework through guidelines and soft-law measures. In particular, the AI Business Operator Guidelines (Version 1.0, April 2024), jointly issued by the Ministry of Internal Affairs and Communications and the Ministry of Economy, Trade and Industry, provide guidance on the development, provision, and use of AI systems. Additionally, the General Understanding on AI and Copyright in Japan (March 2024), issued by the Agency for Cultural Affairs, offers guidance on copyright issues relating to generative AI.

Within the sports industry, AI is increasingly being used across a wide range of activities. Examples include analysis of players' performance, development of data-driven tactics and strategies, support for player conditioning and injury prevention, assistance with referee decision-making and scoring, fan-engagement initiatives (such as personalised content and enhanced viewing experiences), prediction of crowd congestion around stadiums, dynamic ticket pricing, and the use of generative AI for media content and marketing.

A notable example in Japan is the initiative implemented by the JOC to protect athletes from online abuse. The JOC uses AI-based monitoring tools to analyse comments and posts on social media platforms to

identify abusive or defamatory content directed at athletes. Through such monitoring, the JOC aims to respond promptly to harmful content and support affected individuals. The JOC also collaborates with international organisations, including the IOC, to share information and best practices in addressing online abuse in sport.

AI offers significant opportunities for sports organisations and sponsors, including more efficient operations, improved athletic performance through advanced analytics, enhanced fan engagement, and new commercial opportunities through personalised services and data-driven marketing.

However, the use of AI also presents several risks. Because the decision-making process of AI systems may not always be transparent and the accuracy of outputs cannot be fully guaranteed, organisations must carefully assess how and to what extent AI-generated results should be relied upon and avoid over-reliance on such outputs. Additionally, AI-generated content may infringe third-party intellectual property rights, including copyrights. Other potential risks include data-protection concerns, algorithmic bias, and reputational risks associated with the misuse of AI technologies such as deepfakes.

10.3 The Metaverse

The metaverse is increasingly seeing practical application across Japan, with use cases emerging in areas such as live music concerts, e-commerce, housing exhibitions, new car release events, virtual towns, and even medical procedures. Within the sports industry, several notable examples demonstrate how organisations are adopting metaverse and AR technologies.

One example is the Fukuoka SoftBank Hawks, a professional baseball team that has recreated their home stadium, the PayPay Dome, in the metaverse. This allows users to enjoy a variety of content linked to the team and its venue in a virtual environment. Another example is the “AR Cheering Challenge” by KDDI and Kyoto Sanga F.C. In March 2024, the organisations launched the beta version of this initiative, utilising AR technology during a J1 League match. Fans inside the stadium were able to use their smartphones to view AR presentations, participate in interactive ele-

ments of the event, and support the team by sending digital gifts. In addition to fan-facing experiences, virtual environments and simulation technologies are also being used for player training and performance analysis.

For sports organisations and sponsors, the metaverse offers significant opportunities. These include creating new fan engagement experiences beyond physical stadiums, reaching global audiences, developing new forms of digital merchandise and sponsorship, and leveraging virtual environments for athlete training and strategic planning.

However, the use of the metaverse also presents several legal and practical risks. Activities conducted within virtual spaces may infringe on third-party rights, including copyrights, trade mark rights, and image or publicity rights. Issues relating to unfair competition and consumer protection may also arise. As Japan does not currently have legislation specifically tailored to the metaverse, these matters are addressed under existing legal frameworks. This makes proper rights clearance and careful compliance measures particularly important.

Trends and Developments

Contributed by:

Shiro Kato and Yudai Suzuki

Nagashima Ohno & Tsunematsu

Nagashima Ohno & Tsunematsu was the first integrated, full-service law firm in Japan and is one of the foremost providers of international and commercial legal services based in Tokyo. The firm's overseas network includes offices in New York, Singapore, Bangkok, Ho Chi Minh City, Hanoi and Shanghai, and it has collaborative relationships with prominent local law firms throughout Asia and other regions. The more than 600 lawyers at the firm, including about 40 experienced attorneys from various jurisdictions outside Japan, work together in customised teams

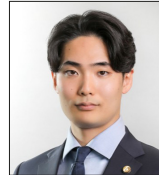
to provide clients with the expertise and experience specifically required for each client matter. The firm has lawyers who are well versed in international sports business, and has successfully represented a wide variety of clients in the sports industry, including top international athletes and coaches, professional sports organisations, international and national federations, event organisers, sponsors and partners, media companies, content providers and tech service companies.

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Amendments to the Basic Act on Sport

On 1 September 2025, amendments to the Basic Act on Sport (the “Act”) came into force (the “Amendment”). The Amendment is the most substantial revision since the Act’s enactment in 2011. Japan’s sports policy is at a major inflection point. The Amendment reflects shifts in the value and role of sport in Japanese society, is highly significant within Japan’s sports policy framework, and has meaningful implications for the development of the sports industry in Japan.

Purpose of the Basic Act on Sport

The Act was enacted in 2011 as a comprehensive revision of the 1961 Sports Promotion Act. The Sports Promotion Act, enacted in 1961 with the 1964 Tokyo Olympics in mind, historically treated the promotion of sport in Japan primarily as an aspect of education policy. It encouraged the development of school facilities and sought to popularise sport through school education and related administrative measures.

Subsequently, with the development of professional sport in Japan and the increase in sports participation by the public, the legislation was overhauled to reflect contemporary realities, resulting in the enactment of the Act in 2011. The Act is Japan’s fundamental statute for the promotion of sport, expressly recognising the “right to enjoy a happy and fulfilling life through sport” as a right of all people. It states: “The purpose of this Act is to comprehensively and systematically promote measures concerning sport by providing basic principles concerning sport, and by clarifying the responsibilities of the national government and local governments, and the efforts, etc of sport organisations, which are consequently to contribute to the sound development of mind and body of citizens, the formation of the bright and prosperous life of the citizens, the realisation of an energetic society and the harmonised development of an international society.” Substantively, it clarifies the basic principles concerning sport and, most importantly, prescribes the responsibilities and obligations of the national and local governments in formulating and implementing measures related to sport. In addition, it stipulates efforts to be undertaken by sports organisations, which are expected to play an important role in the dissemination of sports and the improvement of competitive levels.

Purpose of the Amendment

The Amendment is the most significant revision since the Act’s enactment, undertaken to address evolving circumstances surrounding sport in recent years. The Preamble emphasises the contribution of sport to realising an inclusive society, specifically providing that opportunities to participate in sport shall be secured “regardless of race, gender, age, or the presence or absence of disability”. Furthermore, with respect to the role of sport, in addition to the conventional modes of “playing”, “watching” and “supporting”, the concepts of “gathering” (coming together around sport) and “connecting” (building connections through sport) have been added. The Act clarifies that by securing opportunities for the public to engage in these forms of involvement with sports, it seeks to enable each member of the diverse public to live with purpose and enjoy happiness, and to realise a society in which people can tangibly experience prosperity.

At the level of specific provisions, the Amendment introduces changes across a broad range of topics, including the development of sports facilities, prevention of sports-related accidents, utilisation of information and communications technologies, ensuring opportunities for students to engage in sports, promotion of sports hospitality, protection of athletes, and enhancement of anti-doping initiatives.

Examples of Specific Amendments

(1) Integrated promotion of sports facility development/utilisation and urban development

Article 12 of the Act imposes on the national and local governments the responsibility to take the necessary measures to ensure that the public can readily enjoy sport and that competitive levels can be improved, including the development of sports facilities, improvement in their operation, and assignment of instructors to such facilities.

The Amendment adds to the same article a duty for the national and local governments to make integrated and multifaceted arrangements with other facilities and surrounding areas, and to collaborate with sports operators and other stakeholders in the development and utilisation of sports facilities, thereby promoting sports facility development and utilisation in tandem with urban development as a duty to endeavour. The

integrated development of sports facilities with urban development referred to here is named a “sports complex”. It is expected to contribute to the creation of vibrant regional communities through revitalisation of the local economy and promotion of exchange both within and beyond the region.

Traditionally, public sports facilities developed by the national and local governments had focused on the “playing” aspect of sports. In recent years, however, through “watching”, “gathering” and “connecting”, such facilities have been expected to function as hubs of the local community and even as core facilities for sustainable regional economic growth. Trends that contribute to this goal include integration with other facilities such as commercial and lodging facilities, and collaboration with local professional sports teams. The Amendment can be seen as a response to the reconsideration and development of the multifaceted value of sports facilities in recent years. The Japan Sports Agency and the Ministry of Economy, Trade and Industry are promoting stadium and arena reforms to position sports as a growth industry, and cutting-edge sports facilities have been opening nationwide. Business opportunities are expanding as operators with advanced expertise in stadium and arena development and operations from Europe and the United States as leaders in sports entertainment are increasingly entering the Japanese market.

(2) Prevention of sports accidents associated with climate change

Article 14 of the Act imposes a general duty on the national and local governments to endeavour to take the necessary measures to prevent accidents in sport, including training for instructors, development of sports facilities, improvement of the environment for sports participation, and dissemination of knowledge on how to maintain and promote physical and mental health and ensure safety in sport. The Amendment newly specifies in the same article that particular attention should be paid to addressing climate change in the environments in which sport is conducted, including measures against heatstroke. With the progression of global warming, measures against heatstroke have become increasingly important to ensure the safety of athletes and participants. In Japan as well, risks have increased when conducting sports in high-tem-

perature and high-humidity environments during the summer. Although not necessarily the direct intention of this provision, issues also include the impact on snow sports due to reduced snowfall and the impact on marine sports due to changes in the ocean environment. Meanwhile, initiatives such as the “Sports for Climate Action Framework”, endorsed by numerous sports organisations worldwide, underscore the importance of using sport’s reach and social impact to raise awareness and address these issues. Further deepening of discussions on the relationship between sports and climate change is anticipated.

(3) Utilisation of information and communications technologies that contribute to the promotion of sports

Newly added Article 16-2 of the Act imposes on the national government the duty to take necessary measures to develop an environment for utilising information and communications technology (ICT) that contributes to the promotion of sport, to secure personnel to support such utilisation, and to advance research concerning such utilisation. Local governments are also subject to a duty to endeavour to promote measures for utilising ICT that contribute to the promotion of sport, tailored to regional circumstances. Furthermore, sports organisations are subject to a duty to endeavour to utilise ICT that contributes to their activities, taking into account the state of their operations. Promoting digital transformation (DX) in sports has been a major agenda item in Japan in recent years. Taking into account national initiatives and aligning with their respective circumstances, local governments and sports organisations are expected to utilise ICT that contributes to the promotion of sport. Examples include programs that can be enjoyed remotely through the use of VR or AR, the development and dissemination of technologies that create opportunities to engage in sport through digital means, data analytics in athlete development, and research into diverse support methods using digital technologies.

(4) Securing opportunities to enjoy sports in response to diverse needs

Newly added Article 21-2 of the Act imposes on the national and local governments a duty to endeavour to secure opportunities to enjoy sport tailored to diverse needs and, through this, to develop the environment

necessary to provide high-quality, high-value-added services related to opportunities to enjoy sport, in order to increase business opportunities for sports-industry and other operators and to revitalise regional economies. The “provision of high-quality, high-value-added services related to opportunities to enjoy sport” referred to here is named “sports hospitality”. The national and local governments are required to secure opportunities to enjoy sports that respond to diverse needs and, through this, to take necessary measures to develop the environment for sports hospitality, with a view not only to the sports industry but also to increasing business opportunities in other industries such as tourism, food and beverages, culture and healthcare, and to revitalising regional economies.

(5) Promotion of e-sports

Newly added Article 24-2 of the Act provides that the national and local governments shall endeavour, in collaboration with sports organisations, to promote “sports that utilise information and communications technology”, ie, e-sports. In implementing such collaboration, the Act provides in particular that all sport-related activities must be conducted fairly and appropriately, with due consideration to maintaining and promoting the physical and mental health of participants and ensuring their safety. With the growing popularity of e-sports, especially among young people, global convergence with the traditional sports industry is advancing, as exemplified by the Olympic Esports Series organised in 2023 by the International Olympic Committee and others. In Japan as well, since 2019, the “National Prefectural Competitive Esports Championship” has been held as part of the cultural programme of the National Sports Festival, and a 21 March 2025 proposal by the Expert Panel on the Future of the National Sports Festival established by the Japan Sports Association mentions that it would be desirable to consider introducing e-sports as an official event of the National Sports Festival. This provision reflects the recent momentum behind promoting e-sports.

(6) Protection of athletes from violence and harassment

Newly added Article 29 of the Act obligates the national and local governments to take measures addressing issues that have drawn increasing attention in

recent years, such as violence and power harassment by coaches against athletes at training sites, voyeuristic filming at competition venues, and defamation and other online abuse of athletes on social media. Sports organisations are also placed under an effort obligation to address these issues. The Japanese Olympic Committee (JOC) and others adopted the “Declaration on the Elimination of Violent Acts in the Sports Community” in April 2013 and launched the “No! SpoHara” initiative in April 2023 to eliminate violence and harassment in sports settings. Furthermore, with respect to sexual harassment of athletes through photos and videos, a joint statement by relevant organisations including the JOC was issued in November 2020 declaring their commitment to countermeasures, and in March 2025, a joint statement was also issued regarding defamation and other abuses targeting athletes. This article clarifies that the national and local governments, together with sports organisations, should continue to work towards establishing an environment in which athletes can compete with peace of mind.

Impact of the Amendment

The Amendment responds to various changes in the environment surrounding sport and, in particular, reflects the expanded role that sport plays in Japanese society. For example, the Amendment aims to realise an inclusive society in which individuals can participate in and contribute to society through sports regardless of disability or other attributes, and it repeatedly articulates contributions to regional revitalisation through “gathering” and “connecting”, thereby clearly signalling an intent to leverage sports to address social challenges. The expanding role of sport is a global trend and has been a factor behind the growth of the sports market in recent years. As the term “Basic Act” suggests, the Act primarily sets out the national government’s basic policies regarding systems, policies and measures. Accordingly, while the Amendment does not immediately and directly affect sports-industry practices, it is expected that specific policies and related laws and regulations aligned with the Amendment will be introduced and developed over time. Therefore, stakeholders in the sports industry should understand the intent and background of the Amendment and grasp the future direction of policies and laws relating to sport.

KENYA

Law and Practice

Contributed by:

John M. Ohaga, SC and Joy Wanyika
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TripleOKLaw Advocates is a mid-sized Nairobi-based law practice with a team of 11 partners and 21 associates, offering focused expertise in sports law, doping matters and related dispute resolution. From its sole office in Nairobi, the firm advises sports clubs, federations, athletes and governing bodies on regulatory compliance, contractual disputes, disciplinary proceedings and sports governance issues, often intersecting with arbitration and public law. The team is currently acting for KCB Sports Club in an ongoing claim involving an alleged breach of

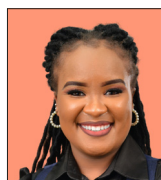
contract. It successfully represented Tusker FC in a contractual dispute, securing dismissal of the claim on a preliminary objection grounded on subject matter and pecuniary jurisdiction. The firm also acted for the Equestrian Federation of Kenya in proceedings concerning registration and governance issues, obtaining dismissal on jurisdictional and statutory grounds, including lack of legal capacity, absence of standing under the Sports Act, and failure to exhaust mandatory dispute resolution mechanisms before the Sports Disputes Tribunal.

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1. Athlete Conduct, Integrity and Enforcement

1.1 Anti-Doping Regimes

Doping as a Criminal Offence

Doping is not a criminal offence. A positive test or other Anti-Doping Rule Violation (ADRV) is ordinarily handled through sanctions like bans or disqualification not as a crime in the ordinary Penal Code sense.

Examples of the Criminal Law Status of Certain Substances

Cocaine (methyl ester of benzoylecgonine)

Cocaine is a stimulant under Kenyan criminal law. It appears in the First Schedule (narcotic drugs) of the Narcotic Drugs and Psychotropic Substances (Control) Act. Possession of cocaine is criminalised under Section 3 of the aforesaid Act (penalties depend on the substance and quantity and include imprisonment and/or fines).

Cannabis

THC (tetrahydrocannabinol) is on the WADA Prohibited List (in-competition). It appears in the first schedule of the Narcotic Drugs and Psychotropic Substances (Control) Act.

Heroin

Many narcotics/opiates are on the WADA Prohibited List (in-competition). In Kenya, heroin and morphine appear in the First Schedule (narcotic drugs) of the Narcotic Drugs and Psychotropic Substances (Control) Act.

Tramadol (useful modern example)

Tramadol is on the WADA Prohibited List (in-competition). In Kenya, tramadol appears in the First Schedule (narcotic drugs) of the Narcotic Drugs and Psychotropic Substances (Control) Act.

National Anti-Doping Organisation

The national anti-doping organisation is the Anti-Doping Agency of Kenya (ADAK). Its mandate is:

- to carry out the fight against doping in sports through anti-doping, values-based education, sensitisation and awareness campaigns;

- to protect clean athletes by carrying out effective doping tests among all Kenyan athletes; and
- to uphold the integrity of sport through intelligence gathering, investigations and results management of anti-doping rules violations.

How the World Anti-Doping Code (WADC) is Implemented in Kenya

The WADC is implemented through the Anti-Doping Act and Regulations. The Anti-Doping Act provides the legal basis for implementation and empowers ADAK to implement the Code whereas the Regulations adopt and operationalise anti-doping rules. When it comes to adjudication, the Sports Disputes Tribunal has jurisdiction over anti-doping matters and is guided by the Code.

Examples of Recent Noteworthy Anti-Doping Cases

In Kenya, individual sports leagues impose punishments for doping offences.

Some noteworthy anti-doping cases include:

- Rhonex Kipruto (athletics) – banned (ABP/blood manipulation);
- Brimin Kipkorir (athletics) – provisional suspension (EPO + diuretic/masking agent);
- Ruth Chepngetich (athletics) – provisional suspension (diuretic/masking agent (HCTZ));
- Lawrence Cherono (athletics) – seven-year ban (trimetazidine + attempted tampering); and
- Kibiwott Kandie (athletics) – provisional suspension (for failing to submit a sample).

1.2 Misconduct and Match-Fixing

Kenya does not currently have a single, standalone “Match-Fixing Act”. In practice, suspected match manipulation is addressed through general criminal laws like bribery, betting/gaming regulation and sport-sector governance and disciplinary frameworks.

Key statutes commonly relied on are:

- Anti-Bribery Act (Cap. 79B) / Bribery Act, 2016: This covers giving/receiving bribes and bribery linked to “functions or activities” (relevant where

- players, referees, club officials, or intermediaries are induced to influence outcomes).
- Anti-Corruption and Economic Crimes Act (Cap. 65): This creates and supports enforcement of corruption/economic crime offences and investigative powers. It is relevant where match manipulation involves corrupt benefit, abuse of office, or economic crime features.
 - Penal Code (Cap. 63): This provides for core offences that can fit integrity/misconduct scenarios, including obtaining by false pretences, cheating, forgery/uttering, conspiracy, etc. These are often the “hook” for manipulation schemes (especially where deception and benefit are involved).
 - Betting, Lotteries and Gaming Act (Cap. 131): This regulates betting and creates offences around unlawful betting/gaming operations and related misconduct. It is relevant when integrity offences are linked to betting markets and illegal betting activity.
 - Sports Act (Cap. 223) (governance and dispute resolution): While not a dedicated match-fixing criminal statute, it anchors Kenya’s sport governance architecture and the Sports Disputes Tribunal (SDT), a key forum for sports-disciplinary disputes and appeals (including integrity-related disputes where rules allow).

Even where criminal prosecution is difficult/slow, sports bodies typically act through sporting discipline and integrity controls, for example:

- integrity investigations and provisional suspensions pending inquiry (to protect competitions); eg:
 - (a) Football Kenya Federation (FKF) provisionally suspended Harambee Stars/Kakamega Homeboyz goalkeeper Patrick Matasi for 90 days over alleged match manipulation as investigations proceeded;
- co-operation with international integrity units (FIFA/CAF/Integrity hotlines, data monitoring, disciplinary referrals); eg:
 - (a) FIFA disciplinary action against a Kenyan club for match manipulation (see below);
- internal disciplinary processes (disciplinary committees, ethics codes, bans, deregistration/expulsion from competition, point deductions, match replays, referee suspensions); eg:

- (a) FKF has previously suspended multiple players/coaches amid match-fixing allegations in the Kenyan league context;

- preventive integrity programmes: education, codes of conduct, conflict-of-interest rules, mandatory reporting of approaches, restrictions on betting by participants, and integrity pledges (typically modelled on FIFA/CAF/IOC integrity frameworks).

Recent Noteworthy Misconduct/Match-Fixing Cases

Recent noteworthy cases include:

- Muhoroni Youth (Kenya): FIFA sanctioned Kenya’s Muhoroni Youth (a lower-division club) for match manipulation, including expulsion/demotion consequences.
- Patrick Matasi (Harambee Stars/Kakamega Homeboyz): FKF imposed a 90-day provisional suspension and opened an investigation following allegations circulating publicly.
- FKF suspended multiple players and coaches over match-fixing allegations (reported internationally).

1.3 Betting-Related Offences

Betting is not illegal and is governed by the Gambling Control Act 2025.

While the Gambling Control Act governs the conduct of betting operators and betting activities generally, sports governing bodies also impose integrity and betting-related behavioural rules on athletes and officials under their own statutes, codes or disciplinary frameworks.

In Kenyan football, the Football Kenya Federation has integrity rules that encompass match-fixing and manipulation, which can arise from betting-related conduct.

In Kenya, there is no formal statutory regime that mandates direct information exchange between betting operators and sports governing bodies on suspicious betting patterns.

Sports governing bodies like FKF generally engage in internal integrity monitoring and reporting, and may

co-operate with law enforcement, regulatory authorities, and international partners (eg, FIFA integrity units which provide intelligence/guidance on suspicious betting as part of their broader integrity functions).

1.4 Disciplinary Framework

Steps in Disciplinary Proceedings

- **Testing and Sample Collection:** ADAK conducts in-competition and out-of-competition testing.
- **Adverse Analytical Finding/Potential Violation:** If a prohibited substance or method is identified, ADAK notifies the athlete formally, including the provisional suspension (if any) and basis for the potential anti-doping rule violation.
- **Results Management and Provisional Measures:** ADAK manages the results, provisionally suspends athletes where required under the Anti-Doping Rules and informs relevant stakeholders (teams/federations).
- **Initiation of a Hearing:** ADAK files the Charge Document before the Sports Disputes Tribunal (SDT) established under the Sports Act. The SDT hearing includes formal service of charges, disclosure of evidence, and invites the athlete to respond/defend.
- **Decision and Sanctions:** After the hearing, the Tribunal may impose sanctions (eg, periods of ineligibility, disqualification of results, fines) consistent with the Anti-Doping Rules and the World Anti-Doping Code.
- **Appeals Path:** Decisions of the SDT can ordinarily be appealed internally and might ultimately be subject to arbitration via the Court of Arbitration for Sport (CAS) where applicable.

Integrity/Match-Fixing and Betting-Related Disciplinary Proceedings

- **Receiving an Integrity Referral/Complaint:** A governing body (such as Football Kenya Federation) may receive intelligence or reports of anomalous match events prompting an investigation into possible integrity violations (eg, match-fixing linked to betting).
- **Preliminary Investigation:** The body reviews evidence, may engage integrity units (sometimes in co-operation with FIFA/CAF/licensed betting operators or national regulators) and decides whether to bring charges under its disciplinary code (often

mirroring FIFA's anti-match-manipulation architecture).

- **Notice of Charge and Provisional Measures:** The athlete/official is notified of charges under the relevant federation's disciplinary rules and may face provisional suspension pending a formal hearing.

2. Commercial Rights

2.1 Sports-Related Rights

Notable Sports-Related Commercial Rights

In Kenya, notable sports commercial rights beyond sponsorship/broadcasting include merchandising/licensing (trade marks), image and endorsement rights (contract and data protection), event IP (copyrighted collateral/content), ticketing and hospitality packages, naming/venue rights, and digital/data commercialisation.

Secondary Ticket Sales

Kenya does not have a widely used, dedicated statutory "ticket resale" regime. In practice, resale happens informally through social media and sometimes through intermediaries, but many Kenyan ticketing platforms/organisers prohibit unauthorised resale via contract terms.

How Illegal Ticket Sales Are Combated

Illegal ticket sale are combatted through:

- prohibiting resale/transfer;
- limiting tickets per buyer;
- requiring ID matching;
- cancelling tickets bought through unauthorised channels;
- QR-coded e-tickets, unique barcodes, and verification at entry to prevent duplicated/counterfeit tickets (commonly promoted by ticketing providers);
- fake ticket sites/paybills and impersonation can trigger offences under cybercrime and fraud provisions (eg, phishing/impersonation/computer fraud/misrepresentation), depending on facts; and
- scam alerts issued by sports bodies and organisers, who can direct fans to official channels.

2.2 Sponsorship Terms

How Sponsors in Kenya Use Sport to Enhance and Promote Their Brand

Sponsors obtain naming rights, shirt/kit branding, stadium branding, digital/social media integration, access to anonymised fan engagement analytics, ticket promotions, meet-and-greet sessions.

How Sports Rights-Holders in Kenya Attract Sponsor Investment

Kenya sports bodies attract sponsors by marketing. They package title sponsorship, official partner categories, category exclusivity (eg, exclusive banking partner) and even naming rights. Federations such as Football Kenya Federation and Kenya Rugby Union typically structure tiered sponsorship models like Platinum/Gold/Silver partners. Rights-holders attract sponsors by presenting attendance data, broadcast reach (local and regional) and social media analytics.

Key Terms in a Standard Sponsorship Agreement

Standard sponsorship agreements include a detailed grant of rights, exclusivity provisions, IP licensing, activation deliverables, data protection compliance, morality clauses, indemnities and dispute resolution mechanisms.

2.3 Broadcasting Rights

How Broadcasters Exploit Available Broadcasting Rights To Make a Profit

Broadcasters exploit sports broadcasting rights primarily through advertising revenue, subscription income, sublicensing arrangements and increasingly through digital and streaming platforms. Free-to-air broadcasters such as Kenya Broadcasting Corporation and Citizen TV typically monetise live sports by selling premium advertising slots during matches, halftime analysis and pre- and post-game programming, often bundling advertising with programme sponsorship and branded studio segments. Live sports command premium advertising rates due to real-time viewership and high audience engagement. Pay-TV broadcasters such as SuperSport (distributed locally via DStv) and StarTimes rely primarily on subscription revenue, using exclusive sports content – particularly football – to attract and retain subscribers. These broadcasters may also monetise through tiered sports packages, digital streaming applications, spon-

sored highlights, and, in limited cases, sublicensing selected matches to free-to-air channels to maximise reach while retaining commercial value.

How Sports Rights-Holders Traditionally Package Broadcasting Rights To Attract Broadcaster Investment

Sports rights-holders in Kenya package broadcasting rights strategically to attract broadcaster investment by bundling rights by competition, duration, territory and platform. Domestic leagues and federations typically offer multi-season packages – often two to three seasons – to provide revenue certainty and encourage broadcaster investment in production infrastructure. Pay-TV rights are usually granted on an exclusive basis, as exclusivity significantly enhances commercial value. In contrast, free-to-air rights are sometimes limited to selected matches, delayed broadcasts, or highlights to balance revenue generation with public accessibility. A notable example is the multi-season broadcast arrangement between Football Kenya Federation and StarTimes for coverage of the FKF Premier League, which involves exclusive pay-TV rights structured over multiple seasons following a commercial negotiation process. National team matches involving Harambee Stars have, at times, been shared between pay-TV and free-to-air broadcasters such as Kenya Broadcasting Corporation to ensure wider national reach while preserving commercial arrangements.

The Use of Licences to Access Venues and How Intellectual Property Rights in the Broadcast Are Dealt With

Access to venues for broadcasting purposes is typically governed through production and access licences granted by the sports rights-holder to the broadcaster. These licences regulate camera positions, commentary facilities, technical areas, branding control and security compliance, and are distinct from the core media rights agreement. The broadcaster is usually responsible for production costs, insurance and compliance with stadium regulations. Intellectual property rights are addressed contractually in light of the Copyright Act (2001). While a sporting event itself is not protected as a copyrighted work, the broadcast signal and the audiovisual production created by the broadcaster constitute protected works. As a result, contracts typically provide that the rights-holder retains

ownership of the underlying event rights, while the broadcaster owns or controls the broadcast production, subject to agreed limitations. Agreements usually allocate archival rights, digital clipping rights, highlight packages and international distribution rights, and increasingly reserve certain short-form content rights for the rights-holder's social media platforms.

In practice, Kenya's broadcasting market reflects a hybrid commercial model in which exclusive pay-TV arrangements drive premium football content, free-to-air broadcasters rely on advertising around major national events, and digital streaming is an expanding but still developing revenue stream. Multi-season exclusive packages remain the norm for high-value properties, and contractual allocation of venue access and broadcast intellectual property rights is central to safeguarding commercial returns for both broadcasters and sports rights-holders.

3. Sports Events

3.1 Proprietary Rights and Event Management

In Kenya, there are no standalone proprietary rights in a sports event itself. However, organisers control and monetise events through intellectual property rights, contractual arrangements and access control mechanisms.

Other legislation may apply. The Consumer Protection Act, 2012, governs ticket sales, advertising representations, refunds and unfair practices. Fraudulent ticket sales or counterfeit credentials may also trigger criminal or cybercrime liability under general criminal law.

Sports events in Kenya are typically organised by national federations registered under the Sports Act, 2013, private promoters acting under federation sanction, or event management companies. Federations such as Football Kenya Federation and Kenya Rugby Union organise competitions pursuant to their constitutions and competition rules. Major events may also require permits, security approvals and county-level co-ordination.

Participation is governed through federation rules and entry agreements. Athletes and teams are bound by competition regulations, codes of conduct and disciplinary frameworks.

3.2 Duty of Care and Liability

The Occupiers' Liability Act (Cap. 34) imposes a duty on occupiers of premises (including stadium operators and event organisers exercising control over a venue) to take reasonable care to ensure that visitors are reasonably safe while on the premises. The Sports Act, 2013, establishes governance standards for sports bodies and supports regulatory oversight of organised sport. In addition, the Public Health Act (Cap. 242) and county public safety regulations may apply when public gatherings require compliance with health, safety, and sanitation requirements. Where tickets are sold, the Consumer Protection Act, 2012, may also apply in relation to representations about safety and event conditions.

Liability may be limited contractually, typically through ticket terms and entry conditions that include disclaimers, assumption-of-risk clauses and exclusion clauses. Organisers often include clauses limiting liability for ordinary negligence and requiring spectators to comply with stadium rules.

Sporting events are kept safe from violence and disorder through a combination of contractual controls and public law enforcement. Entry is regulated through ticketing and accreditation systems. Stadium rules prohibit weapons, pitch invasion, and disorderly conduct. Organisers typically co-ordinate with the National Police Service as regards security deployment and crowd control under public order legislation. Federations also impose disciplinary sanctions on clubs or supporters for crowd violence, including fines, closed-door matches or stadium bans.

4. Corporate Structures

4.1 Legal Forms of Sporting Bodies

Sporting bodies commonly adopt the following legal forms:

- **A Society:** This is the most common legal form for non-professional clubs and federations. Many amateur clubs and national sports governing bodies are registered as societies under the Societies Act (Cap. 108). This structure is typically non-profit and membership-based. It is preferred where the objective is the development of sport rather than profit distribution.
- **Companies Limited by Guarantee:** Some sports organisations adopt a company limited by guarantee structure under the Companies Act, 2015. This is also a non-profit structure, but with more formal corporate governance requirements than a society.
- **Companies Limited by Shares (Professional Clubs and Commercial Ventures):** Professional sports clubs, event promoters and commercially driven entities often register as private limited liability companies under the Companies Act, 2015.

Sports organisations choose their structure based on their purpose and funding model:

- non-profit development focus – society or company limited by guarantee (profits reinvested; no dividends);
- commercial/professional focus – company limited by shares (ability to raise capital and distribute profits);
- governance credibility and sponsor confidence – company structure (clear director duties and statutory compliance); or
- regulatory recognition under the Sports Act – federations often maintain society structures due to historical governance models and membership-based voting systems.

4.2 Corporate Governance Codes

There are no sport-specific governance codes. However, governance of sports bodies is regulated primarily under the Sports Act, 2013, which establishes the legal framework for the registration, recognition and oversight of national sports organisations.

4.3 Sport Funding

Sport is funded through a combination of public funding, commercial revenue and private investment. The primary source of public funding is the national government, mainly through allocations from the relevant

ministry responsible for sports under the national budget. A significant statutory funding mechanism is the Sports, Arts and Social Development Fund (SASDF) established under the Public Finance Management framework. The Fund supports national teams, stadium development, grassroots programmes and major international participation.

Government funding is typically allocated to national federations for elite competition, administration, and participation in national teams. Some funds are earmarked for infrastructure and youth development programmes.

Federations distribute funds internally to leagues, regional branches and development programmes according to their constitutions and budgets.

Professional clubs rely more heavily on sponsorship, broadcasting revenue and ticket income to fund operations, player salaries and infrastructure.

Grassroots and amateur sport depend largely on limited government grants, county support, and local sponsorship.

5. Intellectual Property, Data and Data Protection

5.1 Trade Marks

Trade marks are registered under the Trade Marks Act (Cap. 506) through the Kenya Industrial Property Institute (KIPI).

KIPI examines the mark for distinctiveness and conflicts with existing registrations. If accepted, the mark is published in the Industrial Property Journal for opposition. If no opposition is filed (or it fails), the mark proceeds to registration and a certificate is issued. Registration is valid for ten years and renewable indefinitely.

The following cannot be registered:

- marks that lack distinctiveness;
- generic or descriptive terms (unless they have acquired distinctiveness through use);

- deceptive or misleading marks;
- scandalous or immoral matter;
- marks identical or confusingly similar to earlier registered marks; or
- emblems protected under law (eg, state insignia).

Advantages of registration include:

- exclusive right to use the mark in relation to the registered goods/services;
- statutory protection against infringement;
- easier enforcement in court (no need to prove goodwill, unlike passing off); and
- stronger position for licensing, sponsorship and merchandising deals.

A mark can be registered without use. Kenya operates largely on a first-to-file system, meaning a mark can be registered without prior use. However, if a registered mark is not used for five consecutive years, it becomes vulnerable to cancellation for non-use.

5.2 Copyright/Database Rights

Kenya recognises copyright, and it is governed primarily by statute under the Copyright Act, 2001 (as amended). Copyright in Kenya is therefore statutory rather than derived from common law.

Basic Requirements for Copyright Protection

The work must fall within a protected category (eg, literary, musical, artistic, audiovisual works, broadcasts, sound recordings).

The work must be original, meaning it originates from the author and involves some degree of skill, labour and judgement.

The work must be fixed in material form (ie, recorded or reduced into tangible form).

Registration and its Benefits

Although copyright protection is automatic, voluntary registration is available through the Kenya Copyright Board (KECOBO). Registration is not a condition for protection but provides:

- evidentiary proof of ownership;
- easier enforcement in court; and

- stronger commercial positioning for licensing and assignment.

Major Defences to Copyright Infringement

These include:

- fair dealing, including use for research, private study, criticism, review or reporting of current events;
- incidental inclusion of a copyrighted work;
- educational exceptions; and
- authorised use under licence.

Database Right

Kenya does not have a separate database right, but databases may qualify for copyright protection if they meet originality requirements.

5.3 Recognising Personality/Image Rights

Image rights (personal rights of publicity and NIL rights) are recognised in Kenya, although there is no single, consolidated statute dedicated to such rights. Instead, recognition is achieved through a combination of statute, the Constitution, and common law precedent.

5.4 Protecting Personality/Image Rights

No response was provided in this jurisdiction.

5.5 Licensing

Professional athletes exploit their IP primarily through licensing their image, name and likeness under endorsement agreements. They may grant brands the right to use their image in advertising, social media campaigns, promotional appearances and branded merchandise. Some athletes also register their names or logos as trade marks to strengthen licensing leverage and prevent unauthorised use.

By contrast, non-professional or university/college sports bodies and athletes in Kenya operate in a more limited commercial environment. University sports associations may license event branding for sponsorship or merchandise, but commercial exploitation is generally modest and often reinvested into development programmes. Student-athletes typically do not operate structured NIL licensing models comparable to those in jurisdictions such as the United States; any

commercial use of their image is usually governed by institutional rules or federation regulations, and is far less commercialised.

5.6 Assignment of IP Rights

Intellectual property rights can generally be assigned to third parties, but the assignment must comply with statutory requirements and certain limitations.

Under the Trade Marks Act (Cap. 506), a registered trade mark may be assigned, with or without goodwill, but the assignment must be in writing and recorded with the Kenya Industrial Property Institute (KIPI) to be effective against third parties. Assignments that are likely to cause deception or confusion may be refused registration. Certain marks – such as those containing protected emblems or official insignia – cannot be freely assigned without appropriate consent.

Under the Copyright Act, 2001, copyright may also be assigned, wholly or partially, but the assignment must be in writing and signed by or on behalf of the assignor. Moral rights (such as the right to be credited as author and the right to object to derogatory treatment of a work) are generally not assignable, although they may be waived. This means that, while economic rights can be transferred, certain personal rights remain with the creator.

In the sports context, federations and clubs can assign or license broadcasting and merchandising rights, but assignments are typically structured carefully to preserve underlying event control and brand integrity. Athlete image rights, where contractually defined, may also be assigned or licensed, but constitutional rights such as dignity and privacy cannot be permanently transferred.

5.7 Data in Sport

Sports data is increasingly used for performance optimisation, fan engagement, commercial marketing and integrity monitoring, although the ecosystem is still developing compared to larger markets.

Athlete data (such as biometric data, GPS tracking, injury records and performance analytics) is commonly used by professional teams and federations to improve training programmes, monitor workload

and prevent injury. In elite environments – particularly football and rugby – teams use performance analysis software and wearable tracking systems to support coaching decisions. Athlete data is also relevant in anti-doping monitoring and medical assessments. Processing of such personal data must comply with the Data Protection Act 2019, particularly where sensitive health data is involved.

Spectator data is primarily collected through ticketing platforms, membership registrations, digital engagement (social media, mobile apps) and promotional campaigns.

This data has growing commercial value because sponsors increasingly demand measurable engagement metrics before investing.

5.8 Data Protection

The primary legislation governing the receipt, storage and processing of sports-related data is the Data Protection Act, 2019 (DPA), together with regulations issued thereunder and oversight by the Office of the Data Protection Commissioner (ODPC).

6. Dispute Resolution

6.1 Role of National Court Systems

Under the Sports Act, 2013, the Sports Disputes Tribunal (SDT) is established as a specialised body to hear and determine sports-related disputes, including those relating to eligibility, discipline, governance of federations and appeals from sports organisations. As a result, many disputes that would otherwise go to the High Court are first determined by the SDT.

Kenyan courts generally require parties to exhaust internal dispute resolution mechanisms before approaching the courts.

The High Court retains jurisdiction in the following circumstances:

- judicial review of decisions made by sports bodies or the SDT (on grounds such as illegality, irrationality or procedural impropriety); and

- constitutional petitions where fundamental rights are alleged to have been violated.

Note that commercial disputes involving contracts (eg, sponsorship or employment disputes) are not specifically reserved for sports tribunals.

6.2 ADR Mechanisms

The primary specialised mechanism is the Sports Disputes Tribunal (SDT) established under the Sports Act, 2013. The SDT has jurisdiction over disputes relating to sports organisations, licensing, discipline, eligibility, and appeals from decisions of federations and other sports bodies. It operates as a quasi-judicial body and provides a structured forum for resolving sports disputes without immediately involving the High Court. Parties are generally expected to approach the SDT after exhausting internal remedies within the federation.

Before matters reach the SDT, most national sports federations have internal dispute resolution mechanisms set out in their constitutions and regulations. These typically include disciplinary committees and appeals committees. Parties must usually exhaust these internal processes before escalating the dispute externally.

Arbitration is also available as an ADR mechanism.

Mediation is recognised under the Civil Procedure Act and the court-annexed mediation framework and may also be used voluntarily by parties. Additionally, some sports bodies encourage negotiated settlements or mediation in governance and contractual disputes before formal adjudication.

Where international federations are involved, disputes may ultimately be referred to the Court of Arbitration for Sport (CAS) if the relevant federation rules provide for CAS jurisdiction, but this typically follows exhaustion of national or internal remedies.

6.3 Sanctions, Remedies and Challenges

Under their rules, sports governing bodies may impose:

- sporting sanctions, such as suspensions, bans, disqualification, forfeiture of matches, points deductions, relegation, or exclusion from competition;
- financial sanctions, including fines, withholding of prize money, suspension of grants, or refusal of club licensing; and
- administrative sanctions, such as deregistration of clubs, nullification of elections, or removal of officials.

Remedies Available to Challenge Governing Body Decisions

Parties seeking to challenge sanctions typically have the following avenues:

- Internal Appeals: Most federations provide for an internal appeals committee. Parties are generally required to exhaust this mechanism first.
- Sports Disputes Tribunal (SDT): Under the Sports Act, the SDT has jurisdiction to hear appeals and determine disputes arising from decisions of sports organisations. The Tribunal may affirm, vary or set aside decisions.
- Arbitration: Where contracts include arbitration clauses, disputes (particularly commercial ones) may be referred to arbitration under the Arbitration Act, 1995.
- Judicial Review or Constitutional Petition in the High Court: The High Court may intervene where there are allegations of illegality, procedural unfairness, irrationality, or violation of constitutional rights. Courts generally require exhaustion of internal remedies before assuming jurisdiction.
- Court of Arbitration for Sport (CAS): Where federation rules provide for CAS jurisdiction (especially in international sports), parties may appeal to CAS after national remedies are exhausted.

7. Employment Contracts and Rights

7.1 Sports-Related Employment Contracts

Relationships between sports organisations and players are primarily governed by contract, and the structure depends on the sport and level of professionalism.

In professional team sports such as football and rugby, players are usually engaged under written employment contracts with their clubs. These contracts typically provide for salary, bonuses (eg, win or appearance bonuses), medical cover, disciplinary obligations and termination clauses. In most cases, players are employees of their clubs for purposes of the Employment Act, 2007, meaning statutory employment protections (such as notice requirements and unfair termination principles) apply.

Central player contracts are not widely institutionalised across Kenyan sport. In football, players are generally contracted directly by clubs rather than the national federation. In rugby and athletics, centralised arrangements may exist in limited circumstances (for example, where elite national team athletes receive stipends or structured support from the federation), but the dominant model remains club-based or individual contractual arrangements rather than comprehensive central contracting systems.

Salary caps are not common in Kenyan sport. There is no statutory salary cap regime, and most leagues do not operate formalised financial fair play systems comparable to major European leagues. However, some federations impose club licensing requirements that indirectly address financial sustainability, such as proof of financial capacity to meet player obligations. Financial instability has occasionally led to disputes over unpaid salaries, but not through structured salary cap mechanisms.

Certain legal issues require consideration. Restrictive clauses in player contracts – such as long-term exclusivity, non-compete clauses or transfer restrictions – may be scrutinised under the doctrine of restraint of trade. Kenyan courts will generally assess whether such restrictions are reasonable in scope, duration and geographical reach. Additionally, competition law concerns could arise under the Competition Act, 2010, if collective agreements or federation rules unfairly restrict market competition, although such disputes have been relatively limited in Kenyan sport.

7.2 Employer/Employee Rights

In Kenya, where a sports governing body, federation or club engages staff or athletes under contracts

of service, the relationship is governed by ordinary employment law, principally the Employment Act, 2007, the Labour Relations Act, 2007, and the Constitution (particularly fair labour practices under Article 41). Sports organisations are not exempt from these rules. If a player, coach or administrative officer qualifies as an “employee”, the employer must comply with statutory obligations relating to written contracts, payment of wages, notice, fair termination procedures, redundancy processes and statutory deductions.

Disputes have arisen in Kenya involving unpaid salaries, unlawful termination of coaches and disputes over contractual benefits. It is common in football and other professional sports for players to file claims for salary arrears when clubs are experiencing financial difficulties.

7.3 Free Movement of Athletes

In Kenya, there is no specific statute that expressly prohibits sports governing bodies from capping the number of foreign athletes participating in a tournament or competition. Federations generally have regulatory autonomy under the Sports Act, 2013, to set eligibility and competition rules, including limits on foreign players, provided those rules are applied consistently and do not violate constitutional or statutory provisions.

8. Women’s Sport

8.1 Development and Growth of Women’s Sport

Women’s sport has grown significantly over the past decade, driven by increased investment from federations, improved media visibility, and stronger commercial partnerships. Football, rugby, athletics and volleyball are among the most developed women’s sports, with structured national leagues and growing national team success.

In football, the women’s top tier is organised by the Football Kenya Federation under the FKF Women’s Premier League. The national team, Harambee Starlets, has benefited from increased federation focus and sponsorship activation, although commercial revenue remains lower than in the men’s game. Recent

years have seen improved broadcast visibility, including selected league and national team matches shown on local television platforms. While attendance figures for domestic women's league matches remain modest compared to men's football, international fixtures have drawn stronger crowds, particularly during continental qualifiers.

In rugby, the women's Sevens programme under the Kenya Rugby Union has gained regional and international competitiveness. Women's rugby has benefited from structured development pathways and inclusion in international circuits, increasing visibility and commercial appeal. Sponsorship packages increasingly cover both men's and women's programmes, reflecting a broader inclusion strategy rather than isolated women-only deals.

Athletics remains Kenya's strongest women's sport commercially and competitively. Kenyan female athletes regularly win major international marathons and track events, attracting individual endorsement deals and global media attention. Major road races in Kenya now feature equal or near-equal prize structures for men and women in elite categories, aligning with international standards. Broadcast exposure for major marathons and championship events has increased, although media rights are typically bundled rather than sold separately by gender.

Recent trends include the gradual "unbundling" of rights within football and rugby sponsorship packages, where commercial partners demand dedicated visibility for women's competitions rather than automatic bundling with men's rights. Grassroots and school-based competitions for girls have expanded, supported by government funding through the Sports, Arts and Social Development Fund and corporate CSR initiatives.

In terms of statistics, while domestic attendance and broadcast revenues for women's leagues remain below those of men's competitions, participation numbers at the youth level have risen steadily, and national team matches in football and rugby have recorded growing digital viewership. Sponsorship activity has shifted from symbolic support to more structured commercial arrangements, particularly in

football and athletics, where leading female athletes command individual endorsement agreements.

8.2 Organisations and Initiatives to Promote Women's Sport

Football Kenya Federation – Women's Football Programmes

The Football Kenya Federation runs structured women's football leagues, including the Women's Premier League and lower-tier competitions, and administers national teams such as the Harambee Starlets. FKF has increasingly focused on expanding female participation, improving coaching standards for women's teams, and securing sponsorship for the women's game. FKF's development programmes work with schools and local clubs to build a pipeline of young female talent.

Kenya Rugby Union – Women's Rugby Development

The Kenya Rugby Union has invested in women's rugby, particularly the sevens programme, which has gained regional prominence. KRU conducts women's competitions at national and regional levels and supports pathways for players into international sevens and fifteens competitions. Its programmes include grassroots clinics and talent identification events aimed at encouraging girls' participation.

Athletics Kenya – Women's Athletics Support

While Athletics Kenya governs elite athletics across genders, there has been deliberate emphasis on supporting female athletes, especially in middle- and long-distance running. Initiatives include targeted training camps, support for women competing in international marathons, and coach development programmes to improve opportunities for women in coaching and technical roles.

Kenya Women in Sports (KWIS)

Kenya Women in Sports is a non-profit advocacy group focused on promoting gender equity in sport. KWIS works on mentorship programmes, policy advocacy, and awareness campaigns to increase female representation in sports administration, coaching and officiating. It also highlights gender-based barriers in sport and works with stakeholders to create more inclusive opportunities.

Grassroots and School-Based Initiatives

County sports associations, in partnership with the ministry responsible for sports and education institutions, run girls' sports programmes at the grassroots level. These include inter-school athletics, football and basketball competitions designed to increase participation rates from a young age and feed talent into club and national structures.

Corporate and NGO-Supported Programmes

Various private and NGO-led initiatives support women's sport development. For example, corporate-sponsored clinics and empowerment programmes offer training, equipment and mentorship to female athletes. These programmes promote confidence, leadership and community engagement through sport.

9. Esports

9.1 Development and Growth of Esports

E-sports and virtual sports are emerging sectors that have grown steadily over the past decade, driven largely by youth demographics, increased internet penetration and mobile technology adoption. While esports are not yet regulated under a dedicated statutory framework, they operate within existing sports governance, ICT and gambling laws.

Competitive esports activity is coordinated in part by the Esports Kenya Federation, which promotes organised gaming competitions and talent development. Popular titles in Kenya include EA Sports FC (formerly FIFA), Pro Evolution Soccer, PUBG Mobile and Call of Duty. University tournaments, community gaming hubs and privately organised leagues have expanded participation, particularly in urban centres such as Nairobi and Mombasa.

9.2 Key Trends and Notable Deals in Esports Expansion of Mobile and Online Tournaments

Kenya has seen a marked increase in organised mobile esports tournaments, driven by widespread smartphone use and affordable data. Titles such as EA Sports FC (FIFA), PUBG Mobile, Call of Duty: Mobile, and Free Fire have featured prominently in both grassroots and city-wide competitions. These events are often hosted by gaming communities, universities and

private promoters, with live streaming on platforms such as YouTube and TikTok. The rise of mobile gaming reflects broader regional trends where access is more feasible than high-end PC/console setups.

Growth of Virtual Sports via Betting Operators

Virtual sports (computer-simulated sporting events offered by licensed betting companies) have grown rapidly in Kenya. Betting platforms integrated into sports betting apps offer continuous virtual matches and races, appealing to younger, data-driven punters. This trend is significant because it links gaming to the mature betting market, generating daily engagement beyond traditional sports fixtures.

Increased Telecom and Tech Sponsorship Activation

Telecommunications companies (notably some major telcos) have engaged in sponsorship or promotional support for gaming events, recognising esports as a channel to reach youth segments. While deals are often smaller than traditional sports sponsorships, there is an emerging pattern of telecom brands providing data bundles, prizes or platform support tied to esports championships.

Streaming and Creator Monetisation

Kenyan gamers and esports personalities are increasingly monetising live streams and gaming content via digital platforms like YouTube and Facebook Gaming. This reflects a broader trend where individual creators build followings that attract advertising, sponsored content and brand partnerships.

10. NFTs, AI and the Metaverse

10.1 Non-Fungible Tokens (NFTs)

NFTs have introduced a new way to capture and monetise intellectual property. There is a growing community of NFT artists and collectors, and NFTs are now becoming popular with investors in Kenya. 6% of Kenya's millionaires now own an NFT, while 13% have invested in a cryptocurrency.

In April 2021, world marathon record holder Eliud Kipchoge sold two highlight videos of his record-breaking runs held in September 2018 in Berlin and May 2019

in Vienna. Kipchoge reportedly sold the two NFTs for the equivalent of USD50,000.

As developing technology, NFTs are not yet regulated in Kenya. The rapid pace of technological advancement continues to create gaps in our existing laws and leaves legislators playing catch-up.

Nonetheless, on 5 August 2022, the Kenya Copyright Board (the Board) issued an Advisory on Memes and Copyright Law. In it, the Board specifically mentioned the use of NFTs as a means of exploiting art for monetary gain, highlighting the Board's interest in recent developments in the digital world and on their effect on the intellectual property rights of stakeholders in the country.

Most sports organisations in Kenya remain focused on traditional revenue streams such as sponsorship, broadcasting and merchandising rather than blockchain-based monetisation.

Opportunities for NFTs in Kenyan sport include:

- digital collectables (eg, limited-edition highlights, athlete trading cards, championship moments);
- fan engagement tools, including token-based voting or loyalty programmes;
- new sponsorship activations, where brands collaborate on digital merchandise drops;
- international monetisation, allowing diaspora and global fans to engage digitally; and
- royalty-based resale models, enabling ongoing revenue when NFTs are resold.

However, the risks are significant:

- regulatory uncertainty, as Kenya does not yet have comprehensive cryptocurrency legislation;
- volatility and speculative risk, given fluctuating crypto markets;
- consumer protection concerns, especially where NFTs are marketed as investments;
- fraud and cybercrime risks, including scams and wallet security issues; and
- reputational risk for sports organisations if NFT projects collapse or are perceived as exploitative.

10.2 AI

There is currently no standalone AI-specific legislation governing sport. Instead, artificial intelligence applications in sport are regulated indirectly through existing legal frameworks, primarily the Data Protection Act, 2019, the Computer Misuse and Cybercrimes Act, 2018, intellectual property laws, and general consumer protection principles.

How AI is Being Used in Kenyan Sport

AI adoption in Kenya is still developing, but is increasingly visible in the following:

- **Performance Analytics:** Professional football and rugby teams use AI-supported video analysis and GPS tracking systems to assess player performance, injury risk and tactical strategy.
- **Scouting and Talent Identification:** Data-driven analytics tools help identify emerging talent, particularly in football academies.
- **Fan Engagement and Marketing:** Sports organisations and sponsors use AI-driven CRM systems and social media analytics to personalise marketing campaigns and measure sponsor ROI.
- **Broadcast Enhancement:** AI is used for automated highlight generation, statistical overlays, and real-time performance tracking.
- **Betting and Integrity Monitoring:** AI tools analyse betting patterns to detect anomalies potentially linked to match manipulation.

Opportunities

AI presents significant commercial and operational opportunities in Kenyan sport:

- improved athlete performance and injury prevention;
- enhanced fan engagement and personalised digital experiences;
- better sponsorship valuation through advanced analytics;
- cost-effective content production (eg, automated highlights); and
- expansion of esports and virtual engagement ecosystems.

As sport becomes more digitised, AI can help federations and clubs professionalise operations and compete regionally and internationally.

Risks

However, there are important risks:

- data protection breaches, particularly involving sensitive biometric or health data;
- algorithmic bias, potentially affecting selection, recruitment or disciplinary decisions;
- cybersecurity vulnerabilities;
- lack of regulatory clarity, since Kenya does not yet have dedicated AI legislation; and
- reputational risk, especially if AI tools are perceived to undermine fairness or transparency.

10.3 The Metaverse

There is no applicable information in this jurisdiction.

Trends and Developments

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TripleOKLaw Advocates is a mid-sized Nairobi-based law practice with a team of 11 partners and 21 associates, offering focused expertise in sports law, doping matters and related dispute resolution. From its sole office in Nairobi, the firm advises sports clubs, federations, athletes and governing bodies on regulatory compliance, contractual disputes, disciplinary proceedings and sports governance issues, often intersecting with arbitration and public law. The team is currently acting for KCB Sports Club in an ongoing claim involving an alleged breach of

contract. It successfully represented Tusker FC in a contractual dispute, securing dismissal of the claim on a preliminary objection grounded on subject matter and pecuniary jurisdiction. The firm also acted for the Equestrian Federation of Kenya in proceedings concerning registration and governance issues, obtaining dismissal on jurisdictional and statutory grounds, including lack of legal capacity, absence of standing under the Sports Act, and failure to exhaust mandatory dispute resolution mechanisms before the Sports Disputes Tribunal.

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Trends and Developments: The Uniqueness of Kenya's Sports Disputes Tribunal and Why It Matters to the Market

Introduction

Kenya's sports industry is increasingly commercial, regulated, and reputation-sensitive. Clubs, leagues, federations, sponsors, athletes, agents and event organisers now operate in an environment where disputes can rapidly escalate into business disruption, brand damage and lost competitive opportunities. Against that backdrop, the Sports Disputes Tribunal has emerged as a distinctive institution that is shaping how sports conflicts are resolved in Kenya under the Sports Act, No 25 of 2013, and in line with constitutional standards under the Constitution of Kenya 2010.

The Tribunal's uniqueness is not simply that it hears sports disputes. Its distinctive value lies in its ability to provide a specialist forum that is quicker and more context-aware than ordinary litigation, while still applying public law values such as fairness, transparency and access to justice. This article highlights the most notable trends in the Tribunal's recent jurisprudence and practical approach and why these trends are important to clients doing business in Kenya's sports market.

The commercial reality of sports disputes in Kenya

Sports disputes in Kenya rarely remain purely "sporting". Governance contests can affect the validity of elections, the legitimacy of office bearers and the ability of federations to sign contracts or run competitions. Employment disputes can interrupt a sea-

son, disrupt squad planning and lead to unexpected financial exposure. Registration and eligibility disputes can determine promotion, relegation, prize money and sponsorship deliverables.

These realities make time a critical factor. A dispute that takes months may be commercially equivalent to no remedy at all, especially where the contested event is an election, a transfer window, a league fixture or an athlete's selection. The Sports Disputes Tribunal is unique because it has built a body of practice that is alive to these timelines, while still anchored in the Sports Act and constitutional safeguards such as the right to a fair hearing under Article 50 of the Constitution of Kenya 2010 and access to justice under Article 48 of the Constitution of Kenya 2010.

A specialist statutory forum with a purposive approach to jurisdiction

One of the clearest themes in the Tribunal's jurisprudence is a purposive and practical approach to jurisdiction under Section 58 of the Sports Act, No 25 of 2013. Rather than treating jurisdiction as a technical trap, the Tribunal tends to ask whether the dispute is genuinely sports-related and whether refusing jurisdiction would undermine access to timely and effective remedies within the sports ecosystem. This approach supports market stability by increasing the predictability that sports disputes will be resolved in a specialist forum rather than drifting into fragmented litigation.

This trend is illustrated in *Galaxy United FC v Korir & another*; *Seka FC (Homabay County) & 2 others*

(*Interested Parties*) [2025] KESDT 52 (KLR), where the Tribunal considered a jurisdictional challenge and addressed whether the matter fell within its remit under the Sports Act. The Tribunal's reasoning reflects a preference for an interpretation that advances the Tribunal's purpose, particularly in disputes involving sports governance and elections.

For investors, sponsors, and rights-holders, this purposive approach matters because it supports the continuity of competitions and the legitimacy of governance. It also signals that parties should treat SDT litigation risk as a real and structured risk, rather than assuming that disputes will be deflected to internal committees or to ordinary courts by default.

The “exhaustion” doctrine is being applied in a market-sensitive way

A major trend in Kenyan public law is the doctrine of exhaustion, which generally requires parties to exhaust internal mechanisms before seeking redress in an external tribunal or court. In sport, exhaustion is often invoked through federation constitutions and internal judicial bodies, ethics committees, or appeals boards. The uniqueness of the Sports Disputes Tribunal is that it treats exhaustion as a question of effectiveness in practice, not merely the existence of a procedure in theory.

In *Galaxy United FC v Korir & another; Seka FC (Homa-bay County) & 2 others (Interested Parties)* [2025] KESDT 52 (KLR), the Tribunal considered arguments that the claimant should have pursued internal remedies. A key feature of the Tribunal's approach was its attention to the factual record of attempts made to engage internal processes and whether those processes were responsive and capable of providing timely relief. This helps prevent internal mechanisms from being used as delay tactics, which is a recurring risk in election and governance disputes.

This trend is commercially significant. When internal dispute channels are slow, unclear, or perceived as controlled by one side in a governance contest, insisting on exhaustion can become a method of entrenchment rather than dispute resolution. The Tribunal's approach supports a business environment where

regulatory and governance disputes can be brought to a forum with clearer procedural accountability.

The Tribunal's handling of preliminary objections reduces tactical delay

In many disputes, the first battleground is not the merits but the procedure. Parties often raise preliminary objections on jurisdiction, locus standi, exhaustion, or competence in an attempt to stop the case early. The Sports Disputes Tribunal's distinctive posture is that it tends to scrutinise whether an objection is truly a “pure point of law” or whether it depends on contested facts that should be tested in a fuller hearing.

In *Galaxy United FC v Korir & another; Seka FC (Homa-bay County) & 2 others (Interested Parties)* [2025] KESDT 52 (KLR), the Tribunal addressed a preliminary objection which, although framed as legal issues, required examination of how internal processes were functioning and what steps had been taken. This approach is important in sport because procedural skirmishes can be used to run down the clock, resulting in a “win by delay” even when the underlying decision is questionable.

For clients, this trend means SDT proceedings can be less vulnerable to stalling tactics than ordinary litigation. It also means parties must prepare for disputes to proceed to substance quickly, including evidence on governance processes, communications, and procedural history.

Employment disputes in sport are increasingly treated as core sports justice issues

Another notable development is the Tribunal's willingness to treat employment disputes in the sports sector as falling within the sports dispute framework, rather than automatically diverting them elsewhere. This reflects an understanding that sport is an industry, and that employment relations between clubs and coaches, technical staff, and sometimes players are integral to the operation of competitions and performance outcomes.

In *Mohammed v Bandari Football Club* [2025] KESDT 46 (KLR), the Tribunal addressed an employment dispute and considered an arbitration clause which contemplated internal arbitration and potentially arbitra-

tion under the Arbitration Act, Cap 49, or FIFA-related mechanisms. The Tribunal's approach reflects sensitivity to practical access-to-justice issues, including costs, procedural complexity, and the realities of bargaining power in sports employment settings.

This is commercially relevant because employment claims can create contingent liabilities that affect budgets, licensing, and squad planning. It also affects contract drafting strategy. Clubs and federations should treat dispute-resolution clauses as operational tools, not boilerplate, and ensure that internal mechanisms are functional, credible, and capable of making timely decisions.

While employment relationships in Kenya are generally governed by the Employment Act, 2007, the SDT's role introduces a specialist layer where the dispute is fundamentally anchored in sport. Clients should therefore anticipate that contract enforcement and termination disputes may play out in SDT, especially where the dispute is deeply connected to sporting participation, competition scheduling, or federation-related regulatory obligations.

A hybrid identity: specialist tribunal borrowing ADR tools without becoming private arbitration

In Kenya, arbitration is typically anchored in the Arbitration Act, Cap 49, and is characterised by party autonomy, confidentiality, and limited court intervention. Sport frequently uses arbitration models, particularly in international contexts. The SDT's uniqueness lies in its hybrid identity as a statutory tribunal within Kenya's constitutional order, while still drawing on ADR principles as contemplated in Article 159 of the Constitution of Kenya 2010.

A key illustration is *Chemelil Sugar Football Club and Kenya Premier League Limited v Nick Mwendwa and others*, SDT Case No 7 of 2020, in which the Tribunal considered whether it should be treated as an arbitral tribunal or as a statutory tribunal. The Tribunal's approach underscores that it is not merely a private arbitration forum but a public specialist tribunal with duties consistent with constitutional values, including fairness and accessibility.

This hybrid identity matters for market participants. It means the Tribunal is more likely to insist on procedural fairness and a reasoned approach that can withstand scrutiny, while still maintaining speed and sector-specific understanding. It also means that parties cannot assume that confidentiality and party autonomy will always dominate the process as they might in private arbitration.

Governance and election disputes remain central, with increasing expectations of procedural integrity

Sports governance is a recurring source of dispute in Kenya. Election cycles, membership disputes, and disputes about delegates, registers, and eligibility for office often have a direct effect on competition administration and commercial operations. The Tribunal's uniqueness is that it is prepared to engage with these disputes as legal questions affecting rights and obligations, not as "political" matters to be left to internal power dynamics.

In *Galaxy United FC v Korir & another; Seka FC (Homabay County) & 2 others (Interested Parties)* [2025] KESDT 52 (KLR), the Tribunal considered issues arising in a federation context and addressed challenges that often arise in election-related disputes, including the role of internal processes. The Tribunal's approach signals that where governance disputes threaten the integrity of the sport's administration, the Tribunal will consider intervention where appropriate under the Sports Act framework.

For clients, this trend increases the importance of compliance governance. Federations and leagues should maintain verifiable processes, clear notices, properly constituted committees, and documented decision-making. Where disputes arise, the documentary record often determines whether a party can defend the integrity of its process.

The Tribunal is reinforcing corporate and organisational discipline in sports litigation. A frequent feature of sports organisations is that many are incorporated entities or operate through corporate vehicles. This raises practical questions about authority to sue, board resolutions, and compliance with internal governance. The SDT's jurisprudence suggests a willing-

ness to enforce these corporate governance requirements as part of procedural discipline.

In *Chemelil Sugar Football Club and Kenya Premier League Limited v Nick Mwendwa and others*, SDT Case No 7 of 2020, the Tribunal addressed the issue of authority to commence proceedings, including the need for proper resolutions where a company is the claimant. This trend is commercially important because it forces clubs and leagues to align legal action with corporate governance, thereby reducing the risk of rogue litigation and improving certainty for counterparties.

For boards and investors, this reinforces a practical point. If disputes are likely, organisations should ensure that their governance documentation is up to date, that decision-making is properly minuted, and that authority levels are clear. This is particularly important for entities regulated under the Companies Act, No 17 of 2015, where corporate capacity and authority are central to litigation decisions.

Constitutional values are shaping sports justice, even when disputes are “private”

The Sports Disputes Tribunal is unique because it operates at the intersection of private sporting rules and Kenya’s constitutional legal order. Even where a dispute arises from a private contract or an internal federation decision, the Tribunal’s statutory foundation encourages a decision-making culture that is consistent with constitutional standards.

The most relevant constitutional anchors in sports disputes typically include access to justice under Article 48 of the Constitution of Kenya 2010, the right to a fair hearing under Article 50 of the Constitution of Kenya 2010, and the national value favouring alternative dispute resolution under Article 159 of the Constitution of Kenya 2010. In governance-related disputes, parties often implicitly raise issues connected to fair administrative action under Article 47 of the Constitution of Kenya 2010, particularly where a federation’s decision affects rights, status, eligibility, or participation.

From a business perspective, this constitutional influence increases compliance expectations for sports organisations. It also gives athletes and clubs greater

confidence that disputes will be assessed through a fairness lens, not only through internal politics or technicalities.

What clients should do differently in light of these trends

Clients operating in Kenya’s sports market should treat SDT risk and SDT opportunity as part of their standard regulatory and commercial planning. The Tribunal is becoming a central forum for resolving governance, competition, and employment-related disputes, and the practical effect is that legal readiness can be a competitive advantage.

The following actions are increasingly important:

- ensuring dispute resolution clauses are realistic, workable, and matched to actual institutional capacity, especially where internal arbitration or committees are named;
- building documentary discipline into governance, including notices, minutes, registers, eligibility decisions, and correspondence trails;
- planning for accelerated dispute timelines, including maintaining rapid response capability for injunction-style applications and urgent hearings;
- conducting periodic governance audits for clubs, leagues, and federations, particularly ahead of elections, licensing windows, and season transitions; and
- aligning litigation decisions with corporate authority requirements, including board resolutions and clear mandates to external counsel.

These steps reduce the risk of being caught off guard by urgent disputes, and they also strengthen a party’s credibility if a dispute reaches the Tribunal.

Outlook: why the Tribunal’s uniqueness is likely to become more important

The SDT’s uniqueness is likely to matter even more over the next few years as sport becomes more commercially complex and as disputes become more multi-layered. Sponsorship contracts, broadcasting, digital rights, betting-related integrity concerns, and athlete representation arrangements can all generate disputes that require fast, sector-literate adjudication. The Tribunal’s ability to combine specialised focus

with public law discipline positions it as an increasingly influential institution in Kenya's sports economy.

At the same time, the Tribunal's approach raises the bar for internal sports justice systems. If internal mechanisms are to remain credible and respected, they must be timely, independent, and procedurally fair in a way that can withstand scrutiny. Where that standard is not met, the Tribunal's jurisprudence suggests it will continue to prioritise effective access to remedies over procedural ritual.

Conclusion

Kenya's Sports Disputes Tribunal is unique because it functions as a specialist statutory forum that resolves sports disputes through a blend of sector understanding, purposive statutory interpretation, and constitutional values. Its recent decisions show a consistent trend toward practical justice, particularly in handling jurisdiction, exhaustion, preliminary objections, and sports employment disputes under Section 58 of the Sports Act, No 25 of 2013. The Tribunal is also reinforcing governance discipline by requiring credible internal processes and proper authority for corporate claimants.

For clients, the practical message is straightforward. Sports disputes in Kenya should be anticipated, planned for, and managed with the expectation that the SDT will be an active forum that can move quickly and focus on substance. Those who invest in governance compliance, contract clarity, and dispute readiness are better positioned to protect their sporting and commercial interests and maintain competitive stability in Kenya's evolving sports market.

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Law and Practice

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a firm with broad international reach through its alliances and “best friends” network in Europe, Latin America, the United States and Asia. Galicia is ranked as a leading firm in Mexico and Latin America by renowned international publications such as Chambers and Partners, among many others.

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1. Athlete Conduct, Integrity and Enforcement

1.1 Anti-Doping Regimes

Doping in Mexico is not a criminal offence. However, it remains subject to administrative sanctions under the General Physical Culture and Sports Law (*Ley General de Cultura Física y Deporte* or LGCFD) and its regulations.

The National Anti-Doping Committee (*Comité Nacional Antidopaje*) promotes clean sports in accordance with the World Anti-Doping Code. Mexico is a signatory to the Code through the Mexican Olympic Committee (*Comité Olímpico Mexicano*).

Anti-doping is regulated through the Model Regulation for the National Anti-Doping Organisation (*Norma Modelo para la Organización Nacional Antidopaje*), which incorporates the World Anti-Doping Code into Mexican law, including the WADA-prohibited substances list and therapeutic use exceptions. Individual sports leagues (eg, Liga MX, Mexican Football Federation) also impose their own sanctions.

Notable anti-doping cases in Mexico include the following:

- In January 2023, Atlas midfielder Edyairth Ortega was removed from the team after failing an anti-doping test, which is currently being analysed by the World Anti-Doping Agency.
- In August 2019, Chivas player Víctor Guzmán was suspended after failing anti-doping tests.
- During the 2011 Gold Cup, several Mexican national team players tested positive for Clenbuterol, but were exonerated after as FIFA determined that the substance was ingested through contaminated meat.

In March 2025 the National Physical Culture and Sports Commission (*Comisión Nacional de Cultura Física y Deporte* or CONADE) published an updated list of sanctioned athletes and the prohibited substances for 2026, effective 1 January 2026.

1.2 Misconduct and Match-Fixing

Mexico lacks a specific statute exclusively addressing match-fixing or athlete misconduct. However, several federal laws may apply depending on the circumstances.

The Federal Gaming and Sweepstakes Law (*Ley Federal de Juegos y Sorteos* or LFJS) regulates betting activities, though match-fixing is not a standalone

offence. The LGCFD provides the legal basis for sports governance and empowers federations to adopt disciplinary measures. Criminal law provisions on fraud, bribery, or corruption may also apply to match-fixing scenarios.

The Mexican Football Federation (*Federación Mexicana de Fútbol* or FMF) established an Integrity Code and Disciplinary Regulations addressing betting and match manipulation offences, with sanctions ranging from temporary suspensions to lifetime bans. Mexican federations affiliated with international bodies such as FIFA, FIBA and World Athletics must also comply with their regulations.

In February 2023, the FMF sanctioned players from the Liga de Expansión MX and Liga Premier for match manipulation based on irregular betting patterns, with suspensions of up to 16 years.

1.3 Betting-Related Offences

In Mexico, betting is legal and primarily governed by the LFJS and its Regulations, under the oversight of the Ministry of the Interior (*Secretaría de Gobernación* or SEGOB). Licensed operators must partner with Mexican permit holders to offer online services. Ahead of the 2026 FIFA World Cup, the government faces pressure to modernise these regulations to increase transparency and protect consumers.

Sports governing bodies, notably the FMF, maintain integrity through codes of conduct prohibiting players, coaches, and officials from betting on their own sports or sharing inside information. They collaborate with international monitoring agencies and licensed operators who must report suspicious wagering patterns. In late 2024 and early 2025, the FMF issued multi-year bans to Liga Expansión MX players after irregular betting activity linked to match-fixing was flagged.

1.4 Disciplinary Framework

At the national level, the LGCFD provides an administrative sanctioning framework. CONADE identifies and sanctions conduct based on:

- the damages that have occurred or may occur;
- the intentionality of the action or omission constituting the offence;

- the seriousness of the offence; and
- the recidivism of the offender.

Disciplinary proceedings typically follow this pathway: (i) detection or report; (ii) preliminary investigation; (iii) notification to the athlete; (iv) provisional measures where permitted; (v) a hearing; (vi) a reasoned decision; and (vii) an appeal process.

2. Commercial Rights

2.1 Sports-Related Rights

In Mexico, there are no specific regulations for merchandising, hospitality, and ticketing; these rights are governed by commercial and civil law through private agreements.

The Statute for Public Shows in Mexico City (*Ley para la Celebración de Espectáculos Públicos en la Ciudad de México*) prohibits street ticket sales, price alterations, and scalping. A 2022 proposal to amend the Federal Consumer Protection Law (*Ley Federal de Protección al Consumidor* or LFPC) to address mass ticket purchases for profit remains pending. The Consumer Protection Regulator (*Procuraduría Federal del Consumidor* or PROFECO) has announced forthcoming guidelines on advertising, information disclosure, and ticket commercialisation for concerts, festivals, and live events, mandating advance disclosure of venue, date, schedule, seating map, availability, and total price per section at least 24 hours prior to sale.

2.2 Sponsorship Terms

Sponsors commonly seek brand placement visible during sports event broadcasts, including naming rights, jersey placements, in-venue placements, billboards, sponsored segments, social content, and athlete endorsements.

Beyond logo exposure, sponsors seek activation opportunities, including player appearances, experiential activations, and digital initiatives with performance metrics. Broadcast exposure plays a central role in sponsorship value. There is no specific sponsorship legislation in Mexico; general rules of the Federal Civil Code apply.

Sponsorship contracts are personalised to regulate specific rights according to the individual's or event's characteristics, with rights and obligations for both parties; agreements are commonly time-limited with extension possibilities.

2.3 Broadcasting Rights

In Mexico, broadcasting is monetised through advertising, sponsorship revenue, and subscription-based models (pay TV and streaming). Free-to-air television remains important for reach, while digital platforms have become key buyers of premium sports rights. Broadcasters operate under the Federal Telecommunications and Broadcasting Law (*Ley Federal en materia de Telecomunicaciones y Radiodifusión* or LFMTR), but commercial exploitation is primarily driven by contractual media rights agreements.

Revenue is generated through advertising sold around live matches, sponsorship integrations, subscription fees, and pay-per-view for premium events. Broadcasters access venues through accreditation and permissions granted by organisers, typically addressed in media rights agreements. The broadcast feed is protected as an audiovisual work; ownership and exploitation rights are determined by contract, whilst organisers retain trade marks and event-related IP.

3. Sports Events

3.1 Proprietary Rights and Event Management

Proprietary rights in Mexican sports are rooted in the commercial exploitation of events. While the event itself is not copyright-protected, audiovisual footage and branding are protected under the Federal Law for the Protection of Industrial Property (*Ley Federal de Protección a la Propiedad Industrial* or LFPPI) and the Federal Copyright Law (*Ley Federal del Derecho de Autor* or LFDA). Organisers secure exclusivity through trade mark registrations of event names, logos, and mascots, while controlling economic rights to the broadcast signal. Access is regulated through ticketing terms and accreditation systems for media.

The LFPC, enforced by PROFECO, mandates transparency in ticketing and grants consumers robust

rights, including the right to a full refund (often with 20% compensation) in the event of cancellation, postponement, or material changes to the advertised programme. This consumer-centric oversight has become increasingly active as Mexico prepares for major international influxes, such as the 2026 FIFA World Cup.

Events are structured within SINADE, which bridges federal authorities (CONADE), state and municipal governments, and the private sector. Security responsibilities are bifurcated: event organisers manage internal venue security, while municipal authorities manage surrounding public areas through co-ordination agreements.

Participation of athletes, coaches, and officials is governed by the statutes and disciplinary regulations of the relevant National Sports Associations, registered with the National Sports Registry (*Registro Nacional de Cultura Física y Deporte* or RENADE), which establish technical standards, eligibility requirements, and ethical codes.

3.2 Duty of Care and Liability

Sports event organisers in Mexico owe a duty of care grounded in the Federal Civil Code, which establishes that those who cause damage through negligence must provide restitution. The LGCFD requires organisers to maintain safe facilities and implement adequate security and medical protocols.

Organisers may seek to limit liability through waivers, assumption of risk clauses, and liability insurance. However, Mexican law prohibits exclusion of liability for death or personal injury, gross negligence or wilful misconduct, and minimum consumer rights under the LFPC.

Athletes may be held liable to spectators where their conduct causes direct harm beyond the normal scope of play. Under the Federal Civil Code, organisers or clubs may be held liable (*responsabilidad objetiva*) for damages caused by those under their authority during the event.

Since April 2023, the Incode Fan ID system has been mandatory for entry to all Liga MX matches, managing

access and enforcing bans. The LGCFD establishes “violence in sporting events” as a specific federal crime, prescribing prison sentences ranging from six months to four and a half years for conduct including throwing dangerous objects, pitch invasions, brawls, and introducing prohibited weapons.

Security is bifurcated: organisers manage interior venue safety through private security firms, whilst municipal police and, for the 2026 FIFA World Cup, the National Guard manage surrounding perimeters through formal co-ordination agreements.

4. Corporate Structures

4.1 Legal Forms of Sporting Bodies

Sports governing bodies, federations, and non-professional clubs typically incorporate as civil associations (*Asociaciones Civiles* or A.C.), a non-profit structure offering tax exemption and tax-deductible donations, requiring registration with CONADE. This structure mandates reinvestment of surplus into sporting objectives rather than distribution to members.

Professional sports clubs may adopt civil associations or commercial structures such as commercial companies (*Sociedades Anónimas* or S.A.) or limited liability companies (*Sociedades de Responsabilidad Limitada* or S.R.L.). Whilst the A.C. form maintains tax benefits, commercial structures allow profit distribution and equity investment.

The choice reflects financial strategy: development-focused entities prioritise tax advantages through the A.C. structure, whilst commercially driven professional clubs may opt for corporate forms enabling investment and profit distribution.

4.2 Corporate Governance Codes

There is no single mandatory sport-specific corporate governance code in Mexico. However, entities within SINADE may voluntarily adopt the Good Governance Code (*Código de Buen Gobierno*), which establishes principles for transparency, accountability, and integrity. Non-compliance does not result in legal penalties but may affect eligibility for public funding or CONADE recognition.

There is no uniform statutory “owners and directors test” for sports organisations in Mexico. Officers owe duties consistent with their corporate structure: directors of civil associations owe fiduciary duties including care, loyalty, and acting in the organisation’s best interests under the Federal Civil Code; directors of commercial companies are subject to the General Law of Commercial Companies. Personal liability may arise for breach of these duties.

Sporting sanctions for financial distress (such as points deductions or transfer restrictions) are not prescribed by general legislation but are typically found in league or competition regulations.

4.3 Sport Funding

Sport in Mexico is funded through public and private sources. Public funding comprises federal budget appropriations allocated to CONADE and state government contributions. Private revenue streams include donations, sponsorship agreements, and the EFIDEPORTE tax incentive, which allows taxpayers to allocate a portion of their income tax to authorised high-performance sports projects.

CONADE allocates resources to national sports federations based on athletic performance, development programmes, and strategic priorities. Federations distribute funds to regional associations, clubs, and individual athletes. At the club level, additional private revenue is generated through membership fees, commercial sponsorships, broadcasting rights, ticketing, and merchandising.

The funding model has evolved from a trust-based federal financing system to a hybrid approach combining public appropriations, targeted tax incentives, and private-sector participation.

5. Intellectual Property, Data and Data Protection

5.1 Trade Marks

The LFPPI regulates the Mexican Institute of Industrial Property (IMPI), responsible for the registry and administrative enforcement of trade marks. Registration typically takes six months to one year, is valid for

ten years from the date of grant, and is renewable for equal periods. Registration is crucial for enforcement, as trade mark infringement actions can only be brought by holders or authorised licensees.

Certain names and concepts cannot be registered as trade marks under the LFPPI, including: three-dimensional shapes that are public property; isolated letters, digits, or colours; official symbols or emblems; geographical names; names, pseudonyms, signatures, and portraits without consent; titles of intellectual works without authorisation; and identical or confusingly similar marks to previously registered trade marks.

Trade marks may be filed and granted without prior use; however, owners must file a declaration of use on the third anniversary of grant, and failure results in automatic (*ipso iure*) cancellation. Additionally, if a trade mark is not used for three consecutive years, it becomes subject to cancellation unless circumstances beyond the owner's control prevented use.

Notable sports-related trade mark registrations include club names and logos (Club América, Chivas de Guadalajara, Cruz Azul), league marks (Liga MX), event names, and athlete personal brands, typically registered across multiple classes.

5.2 Copyright/Database Rights

The Federal Copyright Law (LFDA) governs the National Copyright Institute (*Instituto Nacional del Derecho de Autor* or INDAUTOR). The LFDA grants authors “moral” (inalienable, perpetual, and inheritable) and “patrimonial” rights (exclusive exploitation rights, transferable, valid for 100 years after the author's death). Original works are protected even without registration, though registration with INDAUTOR grants legal certainty and shifts the burden of proving ownership.

The basic requirements for copyright protection are fixation (incorporation in any form permitting perception or reproduction), authorship (only individuals can be granted copyright; legal entities may only hold patrimonial rights), and originality. Computer software is protected as equivalent to literary works under the LFDA.

Mexican law does not recognise a general “fair use” doctrine, but the LFDA provides specific statutory limitations for news reporting, quotation, criticism, research, and educational activities. Only databases constituting intellectual creations through their selection and arrangement are protected as compilations; non-original databases enjoy exclusivity rights for only five years.

In sports, copyright issues arise regarding broadcast footage, match highlights, event photography, and sports video games. Databases of player statistics may qualify for protection as compilations where selection and arrangement demonstrate originality.

5.3 Recognising Personality/Image Rights

Mexican law recognises image rights through statute, primarily under the LFDA and LFPPI. Under the LFDA, using or publishing a person's portrait requires their express consent. Consent is not necessary when the person is a minor part of a group or photographed in a public place for journalistic purposes. Image rights last 50 years after the portrayed person's death.

Unauthorised use of a person's image for commercial profit constitutes an administrative infringement under the LFDA, which may result in fines and damages claims. From a trade mark perspective, the LFPPI prohibits registration of a person's name, image, voice, portrait, or signature as a trade mark if the person has prestige or recognition that could create confusion, unless consent is obtained.

In sports, these provisions are relevant to commercial exploitation of athlete names, images, and likenesses. Athletes typically grant consent through licensing agreements specifying permitted uses, territorial scope, and duration.

5.4 Protecting Personality/Image Rights

Since Mexico is a civil law jurisdiction, protection of athlete's personality and image rights derives from statutory frameworks and general civil liability principles. Image rights are recognised as personality rights (*derechos de la personalidad*) protected under federal and local civil codes. Under the LFDA, commercial use of a person's image requires prior consent, and

unauthorised use may give rise to civil actions for damages.

The LFPPI prohibits acts creating confusion as to commercial origin, false associations, or conduct misleading consumers. Such conduct may constitute an infringement actionable before IMPI, potentially leading to fines, injunctions, and product seizure. Athletes often strengthen protection by registering their names, nicknames, or personal logos as trade marks, providing an independent enforcement mechanism.

Whilst Mexico does not rely on common law doctrines such as passing off, similar protective outcomes are achieved through statutory unfair competition provisions, civil actions for unauthorised use of image, and trade mark enforcement mechanisms.

5.5 Licensing

In Mexico, sports bodies, teams, and athletes exploit their intellectual property primarily through trade mark, copyright, industrial design, and image rights frameworks under the LFPPI and LFDA.

Professional sports bodies and teams register their names, logos, emblems, mascots, and event names as trade marks before IMPI, and seek enhanced protection through reservations of rights filed with INDAUTOR. These assets are commercially exploited through licensing programmes, merchandising agreements, sponsorship arrangements, and event-related promotions. Trade mark licences may be recorded before IMPI to strengthen enforceability.

Professional athletes commercialise their IP by registering their names, nicknames, and personal logos as trade marks and licensing them for endorsements, apparel lines, and digital content. Athletes also monetise their image rights through sponsorship and endorsement agreements.

Non-professional or college sports bodies operate under the same IP statutes but face different practical constraints. Universities may register and license their team names and logos, though commercialisation may be limited by internal governance rules.

5.6 Assignment of IP Rights

Applicants and holders of IP rights may assign and transfer their rights, wholly or in part, through assignment, merger, or swap contracts. Licence agreements allow holders to grant third parties the right to use such rights in exchange for royalties whilst retaining ownership.

Mexican law imposes certain restrictions on assignment. Moral rights under copyright law are inalienable. Patrimonial rights assignments are capped at 15 years under the LFDA, after which rights revert to the author unless a new assignment is executed. Computer program assignments are not subject to time limitations. Trade mark rights and industrial designs may generally be assigned without time restrictions.

Transfer or licence agreements must be recorded before IMPI and INDAUTOR to be enforceable against third parties. In sports, professional clubs and athletes routinely assign or license trade mark and image rights to commercial partners.

5.7 Data in Sport

Sports data in Mexico is used across multiple contexts, including spectator management, athlete performance analysis, and commercial exploitation. Professional teams and federations, particularly within Liga MX, have implemented biometric identification systems such as Fan ID to manage stadium access and enhance security, collecting sensitive personal data including biometric information.

Clubs use wearable technology, GPS tracking, and optical systems to collect data on athlete movement, physical exertion, injury risk, and tactical positioning for training optimisation and player valuation. Broadcasters integrate real-time performance data into match coverage. Commercially, clubs license aggregated fan data to sponsors, performance data is used for player acquisitions, and sports data feeds fantasy sports platforms and betting markets.

The collection and commercialisation of sports data is subject to the Federal Law on Protection of Personal Data Held by Private Parties (*Ley Federal de Protección de Datos Personales en Posesión de los Particulares* or LFPDPPP). Data controllers must obtain

informed consent, implement appropriate security measures, and comply with transparency obligations. Processing of sensitive biometric data requires express written consent.

5.8 Data Protection

In Mexico, sports-related data is primarily governed by the LFPDPPP, updated in March 2025. The 2025 amendments strengthened enforcement by transferring authority to the Ministry for Anti-Corruption and Good Government. The LFPDPPP applies to personal data processed by private entities, including sports organisations, encompassing basic information, financial data, and sensitive data such as health status, medical evaluations, injury records, and anti-doping test results.

Data controllers in the sports sector must provide privacy notices detailing ARCO rights (access, rectification, cancellation, opposition), obtain consent before processing data (express written consent required for sensitive data), implement security measures, and ensure recipients of data transfers assume equivalent obligations.

Professional clubs process substantial volumes of personal data requiring LFPDPPP compliance, including performance monitoring through wearable technology, spectator management through biometric identification, player transfer processes involving cross-border data transfers, and anti-doping programmes processing highly sensitive health information.

The GDPR does not directly apply in Mexico. However, Mexican sports organisations dealing with European entities may need GDPR compliance when processing data of EU residents. The LFPDPPP's similar principles facilitate cross-border compliance.

6. Dispute Resolution

6.1 Role of National Court Systems

Mexico does not have specialised courts in sports law. Disputes may be brought before civil, commercial, intellectual property, administrative, labour, or criminal courts, depending on the nature of the dispute.

Under Mexican administrative law, parties must generally exhaust available administrative remedies before seeking judicial review. However, parties retain the constitutional right to judicial protection (*amparo*) to challenge decisions violating fundamental rights. Mexican courts distinguish between sporting or technical decisions (where they defer to sports bodies' expertise) and legal or rights-based disputes (where courts exercise full review authority).

6.2 ADR Mechanisms

The primary administrative mechanism for sports disputes is the Commission of Appeal and Arbitration of Sport (*Comisión de Apelación y Arbitraje del Deporte* or CAAD), established under the LGCFD. As of August 2025, CAAD has undergone significant institutional restructuring, being absorbed into the Ministry of Public Education's (*Secretaría de Educación Pública* or SEP) administrative structure. This transition has affected the independence of the administrative sports dispute resolution mechanism, as SEP now functions both as administrator of disputes and as a potential party to proceedings involving CONADE.

Historically, CAAD provided three statutory mechanisms: the appeals resource (enabling individuals registered in RENADE or members of SINADE to challenge decisions), arbitration, and mediation and conciliation. Whilst these mechanisms remain formally available, the 2025 institutional changes have led to increased reliance on alternative routes, including *amparo* proceedings and private commercial arbitration under the Federal Code of Commerce.

Sports federations, including the FMF, maintain internal disciplinary and dispute resolution procedures. International sports disputes are increasingly resolved through the Court of Arbitration for Sport (CAS). In 2025, multiple Liga de Expansión clubs filed proceedings before CAS challenging Liga MX and the FMF regarding the suspension of promotion and relegation. CAS arbitration clauses have become standard in professional player contracts and international transfer agreements.

6.3 Sanctions, Remedies and Challenges

Sport governing bodies in Mexico derive authority from a hybrid status as private associations perform-

ing public-interest functions regulated by the LGCFD. Within the SINADE framework, federations possess regulatory and disciplinary powers and may impose sporting sanctions (match suspensions, disqualifications, point deductions, competition bans) and financial sanctions (fines, withholding of prize money).

Parties challenging decisions must navigate multiple remedial avenues: internal federation appeals procedures, appeals before CAAD (though following the August 2025 restructuring, parties increasingly bypass this route), and constitutional protection through amparo proceedings where sanctions violate fundamental rights or breach due process guarantees.

Sanctions that are disproportionate or imposed without adequate procedural safeguards may be nullified through amparo. For disputes with international dimensions, CAS serves as the final appellate body. Parties may also pursue private commercial arbitration under the Federal Code of Commerce for contractual disputes not subject to exclusive federation jurisdiction.

7. Employment Contracts and Rights

7.1 Sports-Related Employment Contracts

Professional sport is understood as that in which the athlete is subject to an employment relationship, obtaining economic remuneration. Relations between players and organisations are typically managed under employment contracts. The Mexican Federal Labour Law (*Ley Federal de Trabajo* or LFT) has a special chapter regulating the work of professional athletes. Central player contracts are usually executed for a fixed term, specific tournament, or season.

Salary Caps

Salary caps are uncommon in professional Mexican sports. The LFT provides that different salaries among players performing the same activities are allowed, depending on factors such as the category of events, the organisation, or the player's abilities.

Additional Considerations

Labour law stipulates that a professional player cannot be transferred without their consent and is entitled

to receive at least 25% of any transfer fee. Professional players have additional obligations such as attending training sessions, complying with sports regulations, and refraining from mistreating referees and other players. Employment contracts may include non-compete clauses or exclusivity arrangements, which must comply with constitutional protections.

7.2 Employer/Employee Rights

Professional athletes in Mexico are considered employees under the Federal Labour Law (LFT), entitled to the same minimum labour rights as other employees, including salary protection and social security. Compliance with sports regulations may govern sporting aspects but cannot override non-waivable labour rights.

Mexican sports governing bodies, such as the FMF, may establish internal mechanisms to resolve sport-related disputes between players and clubs. These commissions function as disciplinary or arbitral bodies but do not replace players' right to bring labour claims before competent labour authorities. Bodies such as CAAD and CAS hear sports-related appeals but do not displace the jurisdiction of Mexican labour courts over employment matters.

A noteworthy example occurred in 2019 when players filed a claim against football team Club Tiburones Rojos del Veracruz for unpaid salaries. The dispute was resolved by the Mexican Football Association's Conciliation and Dispute Commission, which obliged the club to pay outstanding wages. The team was also disaffiliated from the Mexican Football League due to this dispute.

7.3 Free Movement of Athletes Foreign Athletes Caps

There are no federal laws prohibiting sports governing bodies from capping the number of foreign athletes. Sports governing bodies and leagues have discretion to establish eligibility and registration rules, including restrictions on foreign players.

For example, Liga MX regulations include limits on non-Mexican-trained players. For the 2025/2026 season, clubs may register up to nine "*Non-Formados en México*" (NFM) players, with a maximum of seven

allowed on the pitch simultaneously. These restrictions have not been successfully challenged under constitutional or competition law principles.

Visa Restrictions

Foreign athletes are subject to Mexico's immigration framework under the Migration Law (*Ley de Migración*). Athletes typically require a temporary resident visa with work authorisation or a visitor visa with remunerated activities permission. Clubs and event organisers ordinarily sponsor the immigration process. International tournaments may benefit from expedited processing co-ordinated through sports federations.

8. Women's Sport

8.1 Development and Growth of Women's Sport

Women's sport in Mexico has experienced growth in visibility and commercial development, driven primarily by the establishment of Liga MX Femenil in 2016. The women's professional football league operates under the FMF and features teams affiliated with Liga MX clubs.

Liga MX Femenil has achieved notable attendance figures, with the [2023 final between Club América and Pachuca drawing over 58,000 spectators at Estadio Azteca](#). Regular season matches are broadcast across multiple platforms. However, research cited by FMF officials indicated that approximately half of the Mexican population remained unaware of Liga MX Femenil as of 2022.

Commercial investment in women's football has increased, though media rights deals for Liga MX Femenil are typically bundled with men's football rights rather than negotiated separately. Player salaries remain substantially lower than in the men's league, though some clubs have announced incremental improvements.

8.2 Organisations and Initiatives to Promote Women's Sport

CONADE has implemented programmes promoting gender equality in sport and supporting women

athletes across disciplines. The creation of Liga MX Femenil in 2016 by the FMF, with mandatory participation for Liga MX clubs, represents the most significant institutional initiative for women's sport development, providing professional infrastructure and accelerating visibility and commercial growth.

Beyond football, women's sport development relies primarily on existing national sports federations and CONADE rather than dedicated women's sport organisations. The Mexican Olympic Committee supports female athletes through national team programmes and Olympic preparation initiatives.

Mexico is a state party to the Convention on the Elimination of All Forms of Discrimination against Women (CEDAW), and the LGCFD recognises gender equality as a principle governing sports policy, though implementation mechanisms require continued development.

9. Esports

9.1 Development and Growth of Esports

In Mexico, there is a push for formal federal regulation of esports. In 2019, CONADE granted official sport status to the Mexican Federation of Esports (FEMES). Whilst legislative initiatives to incorporate esports into the LGCFD have gained momentum, they await final enactment.

Mexico's esports landscape has transitioned from a niche hobby into a structured industry, representing one of the largest markets in Latin America. The esports market is projected to reach approximately USD149.3 million by 2030. The industry's maturation is evidenced by professional ecosystems supported by international investment, dedicated gaming centres, and major broadcasters including Televisa launching BitMe, a dedicated esports channel.

Development is defined by mobile gaming dominance, which has democratised access to competitive gaming, particularly through popular titles like Free Fire. Major events such as Gamergy México and the Liga Latinoamericana serve as primary hubs for fan engagement. Sponsorship remains the largest reve-

nue stream, while media rights represent the fastest-growing segment.

The legal framework governing esports relies primarily on civil and commercial regulations and the LFPPI. Unlike traditional sports, important esports events are organised by video game publishers rather than federations, leading to legal gaps in areas such as player transfers, minimum compensation, and treatment of underage players. The absence of enacted federal law means labour rights and tax obligations for professional gamers lack specialised “sporting” status under the Federal Labour Law.

9.2 Key Trends and Notable Deals in Esports

The most significant trend remains the “mobile-first” evolution, with mobile gaming accounting for over 70% of market share. There has shifted the focus of sponsors and tournament organisers toward titles that offer high accessibility, such as Free Fire and PUBG Mobile. There has been a notable increase in private investment for Esports Hubs – physical venues equipped with high-speed technology in Mexico City, Monterrey, and Guadalajara.

A major developmental trend is formal recognition of esports by academic and sporting authorities. Organisations like CONADEIP have integrated esports into official programmes, creating a “scholarship-to-pro” pipeline where universities invest in varsity esports programmes.

The sector’s maturation is evidenced by specialised media rights deals. Major broadcasters, notably Televisa via BitMe, have launched dedicated esports channels. Sponsorship remains the primary revenue driver, with major events like Gamergy México serving as centralised hubs for brand activation. In early 2026, there is a notable rise in iGaming and sports betting partnerships targeting the esports demographic.

10. NFTs, AI and the Metaverse

10.1 Non-Fungible Tokens (NFTs)

The NFT market in Mexico has developed cautiously and remains relatively niche, shifting from speculative trading to a utility-driven model focused on fan

engagement, with initiatives used primarily as “digital keys” to unlock experiential benefits.

Mexican NFT initiatives include sports-related campaigns offering experiential benefits through collaborations with clubs including Pumas, Necaxa, and Atlante. Mazatlán FC distributed NFTs to season-ticket holders as part of a loyalty programme. In preparation for the 2026 FIFA World Cup, platforms like FIFA Collect have popularised digital assets for exclusive tournament access and priority ticketing.

Although NFTs are not specifically regulated by Mexican law, they are generally legal with certain exceptions. If an NFT represents a security, this may raise regulatory concerns, and Mexican regulators have stated that transactions involving NFTs representing securities are prohibited.

Receiving digital assets on behalf of third parties may be considered deposit-taking activities regulated by financial laws. Finally, in preparation for the 2026 FIFA World Cup, platforms like FIFA Collect have further popularised the use of digital assets for exclusive tournament access and priority ticketing.

10.2 AI

Mexico has no general or sectoral laws covering AI. However, AI adoption has accelerated significantly in preparation for the 2026 FIFA World Cup across several areas:

- **Performance and Scouting:** Liga MX clubs utilise AI platforms for real-time tactical analysis, injury prediction, and performance modelling.
- **Broadcasting and Engagement:** Networks use AI to generate real-time graphics and personalised highlight reels.
- **Security:** The State of Mexico has deployed the “Nexus” AI platform using biometric facial recognition and vehicle tracking to manage security for World Cup logistical hubs.

AI offers a significant competitive advantage in recruitment and injury prevention. Commercially, it enables hyper-personalised fan experiences and dynamic ticket pricing. The legal implications are rapidly evolving,

raising complex considerations regarding ethical bias, data privacy, player consent, and fair competition.

10.3 The Metaverse

In Mexico, the metaverse remains on the horizon, though sporting institutions like Liga MX are interested in its possibilities. In the lead-up to the 2026 FIFA World Cup, practical applications include “Digital Twins” of iconic venues like Estadio Azteca, allowing fans to navigate 3D replicas for seat selection, virtual stadium tours, and interactive e-commerce experiences. “Phygital” retail, where digital apparel purchases trigger physical merchandise delivery, is gaining traction among younger demographics.

In the lead-up to the 2026 FIFA World Cup, practical applications include “Digital Twins” of iconic venues like the Estadio Azteca, allowing fans to navigate 3D replicas for seat selection, virtual stadium tours, and interactive e-commerce experiences. Additionally, “Phygital” retail, where users purchase digital apparel for avatars that triggers the delivery of physical merchandise, is gaining traction among younger demographics.

Mexican sports organisations leverage the metaverse to transcend physical stadium capacities through virtual fan zones, immersive sponsorship activations, and VR/AR training simulations for athletes.

The metaverse offers unprecedented global scalability for Mexican brands and creates new revenue streams through digital assets and virtual real-world integration, with relevant IP, privacy, and blockchain-related legal considerations.

Trends and Developments

Contributed by:

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Galicia Abogados, S.C. prides itself on a culture that fosters collaboration and excellence. The firm has cultivated an environment where the sharpest minds come together to solve complex legal challenges. Its market offering sets it apart, blending the precision of renowned transactional and regulatory expertise with the strategic acumen required for high-stakes litigation. Galicia is recognised as a leader in the Mexican and Latin American legal ecosystems. In addition to being recognised in the Mexican market for its international and cross-border capabilities, Galicia is

a firm with broad international reach through its alliances and “best friends” network in Europe, Latin America, the United States and Asia. Galicia is ranked as a leading firm in Mexico and Latin America by renowned international publications such as Chambers and Partners, among many others.

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The 2026 FIFA World Cup: Mexico's Legal and Commercial Innovation Moment

Introduction: a historic convergence

The 2026 FIFA World Cup represents an unprecedented moment in sports history and Mexican sports law. For the first time, three nations will co-host the tournament, with Mexico welcoming matches across three iconic venues: Estadio Azteca in Mexico City, Estadio BBVA in Monterrey, and Estadio Akron in Guadalajara. Beyond the spectacle, this World Cup arrives at a unique inflection point, where cutting-edge technology, evolving commercial models, and innovative legal frameworks converge to create extraordinary opportunities for international investors, sponsors, technology providers, and rights-holders.

This article examines the novel legal and commercial dimensions that distinguish the 2026 World Cup, including Mexico's deployment of AI-powered security and fan engagement infrastructure, tri-national regulatory co-ordination, sustainable stadium operations and legacy planning, and digital rights monetisation strategies reshaping sports commerce. For international stakeholders, understanding these innovations is essential to capitalising on what promises to be Latin America's most commercially sophisticated sporting event.

Tri-national legal co-ordination: a new governance model

Cross-border regulatory innovation

The 2026 World Cup's tri-national structure required unprecedented legal and regulatory co-ordination between Mexico, the United States, and Canada. This co-operation extends far beyond traditional host country obligations, creating innovative frameworks for cross-border operations that will influence international sports governance for decades.

Mexico has pioneered streamlined visa and work permit procedures for World Cup operations. The National Immigration Institute (*Instituto Nacional de Migración*) has established dedicated processing channels for athletes, officials, media personnel, and essential workers, with co-ordination protocols allowing seamless movement between host nations. These procedures are a significant advancement in immigration

efficiency and provide a model that could transform how Mexico approaches major international events.

For international organisations, this creates remarkable operational flexibility. Broadcast crews, technology teams, corporate hospitality providers, and commercial partners can deploy personnel fluidly across North American venues, reducing administrative friction and enabling truly integrated continental operations. Companies establishing regional World Cup strategies will benefit from co-ordinated regulatory treatment unavailable in traditional single-nation tournaments.

Harmonised commercial frameworks

The three host nations have developed co-ordinated approaches to sponsorship activation rights, ambush marketing protection, intellectual property enforcement, and temporary commercial zone regulations. Mexico's contribution includes fast-track trade mark registration for World Cup-related marks, enhanced enforcement mechanisms for counterfeit merchandise, and clarified taxation treatment for short-term commercial operations.

The Federal Tax Administration Service (*Servicio de Administración Tributaria*) has issued advance rulings providing certainty on VAT treatment for ticketing, hospitality packages, and digital services, whilst establishing simplified withholding procedures for foreign entities operating temporarily in Mexico. This proactive regulatory clarity, rare in Mexican commercial law, proves that legal certainty drives investment and commercial activity.

AI-powered infrastructure: Mexico's technological leadership

The Nexus security platform

Mexico's deployment of the Nexus AI security platform represents one of the most sophisticated applications of artificial intelligence in sporting event management globally. Developed through a public-private partnership, Nexus integrates biometric facial recognition, predictive crowd flow modelling, vehicle tracking, and real-time threat assessment to manage security across World Cup venues and logistical hubs.

From a legal perspective, Nexus required innovative solutions to data protection challenges. Mexican authorities developed consent mechanisms, data minimisation protocols, and automated deletion systems compliant with the Federal Law on Protection of Personal Data Held by Private Parties (LFPDPPP). The resulting framework includes clear data controller/processor allocations, establishing protocols that international technology companies can adapt for future deployments.

For technology providers, Mexico's approach demonstrates that sophisticated AI systems can operate within robust data protection regimes when properly structured. The Nexus framework includes clear data controller/processor allocations, contractual indemnities, cross-border data transfer mechanisms, and post-event data destruction protocols, creating a replicable model for AI-powered event security.

Fan engagement and commercial innovation

Beyond security, Mexican venues are deploying AI across the fan experience ecosystem. Personalised content delivery systems analyse viewing preferences to generate customised highlight packages and real-time statistics. Dynamic pricing algorithms optimise hospitality and merchandise sales whilst ensuring accessibility. AI-powered translation services enable real-time multilingual fan engagement, particularly valuable given Mexico's role bridging anglophone and hispanophone markets.

These technologies create commercial opportunities for data analytics companies, software providers, and digital engagement platforms. Mexican partners are actively seeking international technology collaborators who can bring advanced capabilities whilst respecting local data protection requirements. The World Cup provides a showcase for technologies that could transform Liga MX operations, esports integration, and future major events.

Sustainable operations and legacy infrastructure Environmental innovation

Mexico's World Cup preparations emphasise environmental sustainability. Estadio BBVA in Monterrey has achieved LEED certification through water recycling and renewable energy integration. Estadio Akron

incorporates rainwater harvesting and solar power generation. These initiatives required novel regulatory approvals and financing structures blending public environmental mandates with private commercial operations.

The legal frameworks developed to enable these projects, including green bond issuances, environmental performance contracts, and sustainability-linked financing, offer templates for future sports infrastructure investment. International investors focused on ESG compliance will find Mexican sports infrastructure increasingly aligned with global sustainability standards, creating opportunities for green investment vehicles and impact-focused capital.

Legacy and community impact

Mexican World Cup planning incorporates post-tournament legacy considerations, with legally binding commitments to community sports facility development, youth programme funding, and accessible infrastructure improvements. These obligations are structured through public-private partnership models combining concession agreements, performance-term operational responsibilities whilst ensuring commercial viability.

For international developers and operators, Mexico's legacy infrastructure offers investment opportunities extending well beyond June and July 2026. Sports academies, community facilities, and accessible venues will require ongoing management, creating demand for experienced operators with sustainable business models. The legal structures, which combine concession agreements, performance-based funding, and community benefit obligations, represent sophisticated public-private partnership arrangements that could attract institutional investors seeking stable, long-term sports infrastructure exposure.

Digital media rights revolution and new media monetisation

Beyond traditional broadcasting

The 2026 World Cup will be the first major tournament where digital streaming potentially equals or exceeds traditional broadcasting in commercial value. Mexico's young, digitally native population and high

mobile penetration rates make it a crucial market for new media experimentation.

Mexican broadcasters are developing multi-platform distribution models that fragment traditional exclusive broadcast rights into platform-specific packages, distinguishing linear television rights, authenticated streaming, social media clips, behind-the-scenes content, and interactive features, each with separate valuation and commercial terms.

This fragmentation requires sophisticated rights definition and licensing structures. International rights-holders and technology platforms negotiating Mexican market access must navigate complex arrangements distinguishing territorial scope, platform limitations, content types, and sublicensing permissions. However, this complexity creates opportunity: granular rights packages enable targeted investment, allow specialised platforms to access premium content, and create multiple monetisation channels.

Esports and virtual engagement

Mexico's vibrant esports ecosystem is integrating with World Cup commercial strategies. Official FIFA esports tournaments will run parallel to the World Cup, with Mexican venues hosting competitive gaming events featuring prize pools and broadcast production comparable to physical matches.

This convergence creates commercial opportunities as traditional sports sponsors discover esports audiences, whilst endemic gaming brands gain access to mainstream sports platforms. The legal frameworks governing these arrangements blend sports marketing agreements with digital media licensing, and esports tournament regulations are evolving rapidly, creating demand for counsel who understand both traditional sports commerce and digital entertainment law.

For international brands evaluating Mexican sponsorship opportunities, integrated physical-digital strategies offer efficient access to diverse demographics: traditional football fans through stadium and broadcast presence, digital natives through streaming and social platforms, and gaming enthusiasts through esports integration.

Sponsorship innovation and activation opportunities

New commercial categories

The 2026 World Cup introduces commercial categories unprecedented in prior tournaments, reflecting evolving technology and consumer behaviour. These include official cryptocurrency/blockchain partners, AI and data analytics providers, sustainable technology sponsors, and mental health and wellness categories.

Mexico has developed flexible regulatory frameworks enabling these novel sponsorship categories whilst protecting tournament integrity. The Federal Economic Competition Commission (*Comisión Federal de Competencia Económica*) has issued guidance confirming that exclusive sponsorship arrangements in emerging categories do not violate competition law provided they meet transparency and proportionality standards. This regulatory clarity enables brands in innovative sectors to invest confidently.

Activation flexibility

Mexican regulatory authorities have established World Cup commercial zones with streamlined permitting for temporary installations, experiential marketing, and brand activations, benefiting from simplified health and safety approvals, expedited alcohol licensing for hospitality operations, and co-ordinated municipal permitting that eliminates bureaucratic fragmentation.

For international sponsors and activators, Mexico offers remarkable operational flexibility compared to highly restrictive regulatory environments in some prior host nations. Sophisticated experiential marketing programmes, pop-up retail operations, and immersive brand experiences can be deployed efficiently, creating memorable consumer engagement opportunities.

Investment opportunities in sports infrastructure

Stadium modernisation and technology integration

Mexico's World Cup venues represent only the beginning of a broader stadium modernisation movement. Liga MX clubs are investing in facility upgrades, digital infrastructure, and fan experience enhancement. The legal structures enabling these investments, including sale-leaseback arrangements, stadium naming rights agreements, and technology services contracts, have matured significantly.

Training facilities and sports science

World Cup preparations have elevated Mexican sports science and training facility standards, incorporating cutting-edge performance analytics, recovery technology, and sports medicine capabilities. International companies specialising in athlete performance technology and sports science infrastructure will find Mexican clubs and federations increasingly sophisticated buyers.

Esports and virtual sports: parallel growth

Regulatory maturation

Whilst comprehensive esports regulation remains pending, the sector has achieved de facto regulatory clarity through CONADE's recognition of the Mexican Federation of Esports (FEMES) and operational frameworks developed by major publishers and leagues. This practical clarity, combined with explosive commercial growth, makes Mexico an attractive esports investment destination.

The esports market offers international investors access to young, digitally engaged demographics with high disposable income and brand loyalty. Mobile gaming dominance, representing the majority of market activity, enables scaled reach across socio-economic segments. For consumer brands, esports sponsorship provides efficient access to audiences difficult to reach through traditional media.

World Cup synergies

The 2026 World Cup creates unique esports integration opportunities. Official FIFA gaming tournaments, virtual stadium experiences, and digital fan engagement platforms blend physical and virtual sports in commercially valuable ways. International technology companies and gaming platforms can leverage World Cup visibility to establish Mexican market presence whilst demonstrating capabilities to potential long-term partners.

Legal services and professional opportunities

Sophisticated transactional demand

The 2026 World Cup has elevated demand for sophisticated sports law counsel in Mexico, requiring expertise spanning intellectual property licensing, commercial agreements, regulatory compliance, tax structuring, immigration, data protection, and dispute

resolution. Mexican law firms with dedicated sports practices are collaborating increasingly with international counsel.

Dispute resolution evolution

The World Cup has incentivised improvements in sports dispute resolution, including expedited procedures, specialised expertise development, and enhanced co-ordination with international arbitration mechanisms. Clear dispute resolution pathways and CAS jurisdiction for international issues provide reliable frameworks for managing disagreements.

Practical opportunities for international stakeholders

International counsel advising clients on Mexican World Cup opportunities should consider the following:

- **Technology Partnerships:** Mexico actively seeks international partners for AI-powered security, fan engagement platforms, digital rights management, and performance analytics. Technology providers with proven capabilities can access significant commercial opportunities through public-private partnerships and commercial contracts with clubs, federations, and venues.
- **Sustainable Infrastructure Investment:** Green financing vehicles, ESG-focused funds, and impact investors will find Mexican sports infrastructure aligned with sustainability mandates.
- **Digital Media Rights and New Media:** Fragmented rights packages create opportunities for specialised platforms to access premium content. International streaming services, social media platforms, and digital publishers can negotiate targeted rights agreements rather than requiring comprehensive packages.
- **Sponsorship and Activation:** Mexico's flexible regulatory environment and streamlined commercial zone permitting enable sophisticated experiential marketing and brand activation. Consumer brands can deploy creative programmes more easily than in restrictive jurisdictions.
- **Esports and Gaming:** Mexico's vibrant esports market offers demographic reach and engagement levels difficult to achieve through traditional channels. International gaming companies and esports

organisations can establish market presence leveraging World Cup-related visibility.

- **Legacy Infrastructure Development:** Post-tournament community facilities, training centres, and accessible venues require experienced operators. International sports facility managers and developers can access long-term opportunities through carefully structured public-private partnerships.

Conclusion: Mexico's moment

The 2026 FIFA World Cup represents Mexico's emergence as a sophisticated, technology-forward sports market with legal and regulatory frameworks increasingly aligned with international standards. The tournament catalyses innovations in AI deployment, sustainable infrastructure, digital rights monetisation, and cross-border regulatory co-ordination that will influence global sports commerce for years to come.

For international investors, sponsors, technology providers, and rights-holders, Mexico offers a compelling combination: a massive, passionate fan base; a young, digitally engaged population; improving regulatory clarity; and innovative public-private partnership frameworks. The legal infrastructure supporting these opportunities has matured dramatically, enabling sophisticated transactions with manageable risk profiles.

The World Cup is not merely a sporting event but a demonstration of Mexico's capabilities and ambitions in sports commerce, technology innovation, and international collaboration. International stakeholders who engage strategically, bringing capital, technology, and expertise will find remarkable opportunities.

This is Mexico's third World Cup, but the first where the nation's sports industry possesses the commercial sophistication, technological infrastructure, and legal frameworks to capture lasting value.

For those prepared to engage with Mexico's unique blend of passionate sports culture, technological innovation, and evolving legal frameworks, the 2026 World Cup opens doors to opportunities extending far beyond the tournament itself. The challenge for international counsel is not whether to engage, but how to structure involvement to maximise commercial success whilst navigating Mexico's distinctive legal landscape with skill and cultural intelligence.

The opportunities are extraordinary. The time to engage is now.

MOROCCO

Trends and Developments

Contributed by:

Karim Adyel

ADYEL LAW FIRM

ADYEL LAW FIRM is a Casablanca-based international law firm specialising in sports law, international trade law, and corporate law. The firm comprises a dedicated team of four lawyers providing strategic legal advice to athletes, clubs, federations, agents, and corporate clients at both national and international levels. The firm is recognised for its expertise in international sports regulations, contractual mat-

ters, anti-doping proceedings, disciplinary disputes, and complex litigation before FIFA, the Royal Moroccan Football Federation, and the Court of Arbitration for Sport in Lausanne. With a strong international outlook, the firm delivers tailored legal solutions in cross-border commercial transactions, corporate structuring, and dispute resolution, ensuring technical excellence and regulatory compliance.

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Introduction

Over the past two decades, sports law in Morocco has undergone profound transformation, driven by the professionalisation of sporting activities, the increasing economic value of competitions, and the growing integration of Moroccan sport into international regulatory frameworks. What was once governed mainly by associative structures and administrative supervision has progressively evolved into a complex legal field intersecting with labour law, corporate law, taxation, arbitration, and regulatory compliance.

Sport today represents a strategic economic sector involving professional clubs, private investors, sponsors, broadcasters, and international federations. Recent data from the Royal Moroccan Football Federation indicates that professional football alone generates several hundred million dirhams annually through broadcasting, sponsorship, and commercial partnerships. This economic evolution has revealed structural weaknesses in governance and regulation.

Arbitration has emerged as a central dispute resolution mechanism. Moroccan athletes and clubs increasingly appear before the Court of Arbitration for Sport (CAS) in Lausanne, while domestic institutions seek to develop specialised sports justice. This article analyses recent trends, structural challenges, and reform perspectives shaping Moroccan sports law in 2026.

Legislative Framework and Structural Challenges

Current legal basis

Law No 30-09 of 2010 remains the cornerstone of Moroccan sports regulation. It governs the organisation of federations, the legal status of clubs, professional activities, and public supervision. The law introduced professional sport and authorised clubs to adopt corporate forms.

However, the legislation remains largely programmatic. Many operational rules are delegated to federations and international bodies, resulting in regulatory fragmentation. This weakens legal certainty and creates inconsistent enforcement.

Limited scope of application

The law mainly covers organised sport practised within recognised federations. Informal sport, e-sports,

urban disciplines, private academies, and emerging digital platforms remain insufficiently regulated.

This limited scope creates uncertainty regarding insurance coverage, professional status, intermediary regulation, and commercial exploitation. Stakeholders frequently operate in a grey zone where civil law, labour law, and sporting regulations intersect without clear hierarchy.

Financing and transparency

Financing remains structurally fragile. Public subsidies, private sponsorship, and commercial revenues coexist without unified oversight. Several Moroccan clubs have experienced repeated financial crises, delayed salary payments, and licensing difficulties.

Recent audits suggest that more than 40% of first-division football clubs operate with structural deficits. Calls for financial transparency, independent auditing, and harmonised reporting standards are increasing.

Professionalisation and Corporate Structures

Transition from associations to companies

Law No 30-09 encourages professional clubs to transform into sports companies. This reflects a shift from volunteer governance to commercial management and investment-oriented structures.

In practice, many clubs maintain hybrid models combining associations with commercial subsidiaries. This duality weakens accountability, complicates governance, and limits investor confidence.

Accounting and financial challenges

Sports companies face specific accounting difficulties concerning the valuation of player registration rights, treatment of transfer fees, and recognition of training compensation and solidarity contributions.

Moroccan accounting standards provide limited guidance for these assets. As a result, financial statements often lack transparency and comparability, increasing regulatory and insolvency risks.

Fiscal uncertainty

Tax treatment of transfers, image rights, bonuses, and sponsorship remains unclear. Clubs and players face

uncertainty regarding VAT, income tax, and capital gains.

Disputes with tax authorities are increasing. Comparative experience in France and Spain demonstrates that dedicated fiscal regimes enhance compliance, transparency, and competitiveness.

Employment Law and Athletes' Contracts

Interaction with labour law

Professional athletes are subject to the Moroccan Labour Code through Article 14 of Law No 30-09. This creates structural tension between general employment principles and sporting specificities.

Labour law is designed for stable and continuous employment, whereas sport is characterised by performance-based evaluation, transfer systems, and short-term cycles.

Contract duration and stability

FIFA regulations allow contracts of up to five years. Moroccan labour law restricts the use of fixed-term contracts. Courts have requalified several sporting agreements as indefinite-term contracts.

CAS jurisprudence, including CAS 2017/A/5174 and CAS 2021/A/7928, emphasises contractual stability and proportionality. These principles increasingly influence domestic practice.

Termination and just cause

CAS case law, notably CAS 2014/A/3707 and CAS 2016/A/4492, has developed objective criteria for “just cause”, including non-payment of salaries and unjustified exclusion.

Moroccan courts do not always apply these standards consistently. Greater harmonisation is required to ensure predictability and fairness.

Sports Arbitration in Morocco

Domestic arbitration mechanisms

The Moroccan Chamber of Sports Arbitration was created within the National Olympic Committee. It aims to provide specialised and efficient dispute resolution.

Despite its mandate, its caseload remains limited due to lack of awareness, limited jurisprudence, and enforcement challenges.

Interaction with CAS

Moroccan stakeholders regularly appear before CAS. Notable cases include *Wydad AC v CAF* (CAS 2020/O/6689) and *Raja Club Athletic v FIFA* (CAS 2019/A/6140).

These decisions influence domestic practice and promote alignment with international standards.

Enforcement challenges

Recognition and enforcement of arbitral awards remain problematic. Procedural delays, jurisdictional conflicts, and resistance from ordinary courts weaken sports arbitration credibility.

Governance and Compliance

Governance standards

FIFA, CAF, and the IOC impose governance requirements concerning elections, financial management, gender representation, and transparency.

Moroccan federations are progressively adapting. Failure to comply may result in suspension or financial sanctions.

Integrity regulation

Morocco has adopted legislation on doping, hooliganism, and match-fixing. Investigations have increased, particularly in lower divisions.

However, co-ordination between sports bodies, prosecutors, and disciplinary panels remains insufficient.

Economic and Commercial Developments

Media rights and sponsorship

Broadcasting rights represent over 55% of revenues for leading Moroccan clubs. Digital platforms and streaming services are reshaping distribution models.

Sponsorship contracts, branding disputes, and image rights litigation are increasing, requiring specialised legal expertise.

Investment and infrastructure

Public–private partnerships finance stadiums, academies, and training centres. However, contractual risk allocation often favours public authorities.

Private investors remain cautious due to regulatory instability and governance risks.

Athlete welfare and post-career protection

Retirement schemes, insurance coverage, and reversion programmes remain underdeveloped. Several former athletes face financial insecurity.

There is growing demand for statutory protection mechanisms and education programmes.

Comparative Perspective: Morocco and France

France benefits from a consolidated Sports Code, specialised labour rules, financial control bodies, and collective agreements.

Moroccan regulation remains fragmented but shows increasing convergence through CAS jurisprudence and international harmonisation.

Reform Perspectives

Codification

A comprehensive Moroccan Sports Code would enhance coherence, accessibility, and predictability. It should integrate labour, corporate, fiscal, and disciplinary rules.

Collective agreements

National collective agreements for professional athletes would clarify contractual relations, minimum salaries, disciplinary procedures, and social protection.

Independent regulation

The creation of an independent Sports Agency and permanent mediation body would strengthen governance and prevent disputes.

The establishment of an African Court of Arbitration for Sport merits strategic consideration.

Conclusion

Moroccan sports law is undergoing rapid transformation. Professionalisation, arbitration, governance reforms, and commercialisation are reshaping the legal landscape.

Sustainable development requires comprehensive legislative reform, stronger institutions, enhanced financial transparency, and improved protection of athletes' rights.

Alignment with international best practices remains essential for Morocco's competitiveness, credibility, and long-term sporting success.

PHILIPPINES



Law and Practice

Contributed by:

Ignatius Michael D Ingles and Daphne Marie M Gomez
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Law Firm of Ingles Laurel Calderon (ILC Law) is a boutique law firm located in the central business district of Makati City, Philippines. Established in 1992, ILC Law specialises in corporate, labour, litigation, tax and foreign investment law. Its dedicated sports law practice focuses on athlete representation and protection, trade mark and brand protection, labour and immigration law compliance, and advisory work for sports associations and federations. Its managing partner, Enrico Ingles, sits as the only Filipino arbitra-

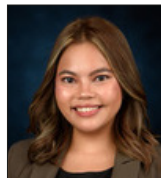
tor of the Court of Arbitration for Sport. ILC Law's sports law team has helped protect national, professional and amateur athletes comply with immigration and labour laws, represented professional football players before FIFA, and advised national athletes on anti-doping matters. ILC Law serves as the legal counsel of FIBA in the Philippines for trade mark registration and protection, and crafted and implemented the Rights Protection Program for the 2023 FIBA World Cup.

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1. Athlete Conduct, Integrity and Enforcement

1.1 Anti-Doping Regimes

Doping is not a criminal offence in the Philippines. However, the use of WADA-designated “Substances of Abuse” is a criminal offence. The possession, use, sale, and trafficking of cocaine, heroin, methylenedioxymethamphetamine, and tetrahydrocannabinol (cannabis/marijuana) are prohibited under the Comprehensive Dangerous Drugs Act of the Philippines. On a related matter, doping could be considered prohibited under Presidential Decree No 483, which criminalises any fraudulent, deceitful, unfair or dishonest means, method, or practice employed to influence the result of any sports contest – as doping could be interpreted as such a dishonest means or method.

The National Anti-Doping Organisation in the Philippines is the Philippine National Anti-Doping Organization (PHI-NADO), which is accredited by WADA. The purpose of PHI-NADO is to implement the WADA Code and promote awareness of anti-doping, which it does through educational programmes and coordinating with the local national sports associations (NSAs). The Philippine Olympic Committee and the NSAs are responsible for implementing anti-doping measures in their respective sports.

Sports leagues are expected to impose punishments for doping offences, but these are difficult to verify, as leagues and sports associations generally do not publish their internal rules or codes of conduct.

One noteworthy anti-doping case involved Olympic weightlifter Vanessa Sarno, who received a two-year ban making her ineligible to compete in the 2025 South-East Asian Games, the 2026 Asian Games, and the 2026 Asian Weightlifting Championships.

1.2 Misconduct and Match-Fixing

Presidential Decree No 483 (PD 483) criminalises game-fixing, match-fixing, point-shaving, and game machination in the Philippines. These offences are punishable with imprisonment for a period of up to six years. The sports governing bodies or the NSAs deal with integrity issues through their own internal disciplinary mechanisms and sanctions, without any

prejudice to criminal prosecution by the state under PD 483. The Games and Amusements Board (GAB) is also tasked to investigate game-fixing in professional sports and mete out sanctions against erring players and coaches.

In taking additional steps to deal with integrity offences, sports governing bodies and leagues have been reported to engage international independent investigation firms to conduct in-depth investigations of match-fixing with the help of local police.

Recent cases involve alleged game-fixing by players of a collegiate basketball team in 2019 and players in a professional basketball tournament in 2021. After investigation, the GAB revoked the professional basketball licences of the players involved in the 2021 incident.

1.3 Betting-Related Offences

Sports betting is legal in the Philippines, as long as the sports betting activity or operation is registered with the Philippine Amusement and Gaming Corporation (PAGCOR). Established by Presidential Decree No 1869, as amended by Republic Act No 9487, PAGCOR is a government-owned and controlled corporation which regulates gambling and sports betting. Would-be sports betting operators must secure a PAGCOR-licence before starting their activities. Those who operate without a licence face sanctions and penalties.

The sports governing bodies and the NSAs typically follow the betting-related rules and guidelines of their respective international federations as regards betting-related offences of athletes. There is no public information on whether these NSAs have shared information with betting operators to protect the integrity of their respective sports.

At the time of writing, there have not been any noteworthy betting cases in sports involving athletes and their sports governing body.

1.4 Disciplinary Framework

The sports governing bodies or the national sports associations have their own respective internal mechanisms and procedures for disciplinary proceedings

against their athletes. The rules and guidelines governing these internal procedures are often difficult to secure, even by the athletes facing disciplinary sanctions themselves. However, as a minimum requirement by law, due process must be afforded the athlete in the form of a written notice and the chance to be heard. Unfortunately, there have been cases where an athlete has been penalised even without the benefit of a notice and a chance to be heard.

2. Commercial Rights

2.1 Sports-Related Rights

Notable sports-related commercial rights include the usual rights under the Intellectual Property Code such as trade mark and copyright. On the tax side, athletes have a right to tax exemption for any prizes and awards they win in local and international sports tournaments sanctioned by their respective sports organisations. National athletes are also granted commercial benefits in the form of 20% discounts on purchases of food, sports equipment, and medicine. This 20% discount extends to lodging and transportation expenses.

Rights-holders and event organisers also have commercial rights over merchandising and ticketing profits. To protect rights-holders from the proliferation of counterfeit merchandise and the unauthorised use of marks, the Intellectual Property Code and local ordinances provide remedies ranging from criminal conviction to immediate forfeiture of goods. While there is no national law that addresses and punishes ticket touting and scalping, cities that regularly host sports events have their own local ordinances that criminalise ticket touting and scalping. These ordinances were used to great effect during the FIBA 2023 Basketball World Cup to combat the illegal sale of tickets.

2.2 Sponsorship Terms

One major way sponsors use sport is to own a team in a professional league, such as the Philippine Basketball Association (PBA) and the Premier Volleyball League (PVL), which operate under franchise system. For example, teams in the PBA include the Rain or Shine Elastopainters, named after a brand of paint, and the Barangay Ginebra San Miguel, named after a brand of gin. In the PVL, there are teams named after

a chocolate snack, Choco Mucho Flying Titans, and after a media company, Cignal HD Spikers. Brands, therefore, gain exposure through team names, logo exposure in arenas, and logo placement on jerseys.

Companies, both those that own teams in professional leagues and those that do not, use athletes as models in print advertising and as influencers. For example, former professional basketball player Chris Tiu has been posed for skincare adverts, and current professional player Kiefer Ravena is the brand ambassador of the Jordan Brand in Asia. Professional athletes such as Alyssa Valdez and Jia Morado de Guzman and national athletes like Alex Eala, Maxine Esteban, and Sandro Reyes are examples of influencers who use Instagram to promote the brands they partner with.

Professional and collegiate athletes in the Philippines are treated as celebrities. Therefore, product launches, store openings, and other events will have athletes on their guest lists.

Sports rights-holders attract sponsor investments through airtime adverts during live events, in-arena signage and advertising, logo placement on pre-game and game uniforms, and sponsorship of key events, highlights, and promotions during the games.

Typical sponsorship contracts will include the terms and obligations regarding social media engagement (what to post, when to post, how frequently to post, etc), the schedule of photo or video shoots, compensation, and exclusivity/non-compete clauses that may extend two to three years beyond the term of the contract.

2.3 Broadcasting Rights

In the Philippines, broadcasting rights for the televised leagues are awarded through a bidding process. A memorandum of agreement details how much the deal is worth, how many years or seasons the contract will cover, whether the broadcasting rights are exclusive, and other relevant terms. Once broadcasting rights are granted to a media company, they have the right to choose which of its TV or radio stations will air the games. Media companies may also bundle

these rights with the option to stream through YouTube or other online streaming services.

For leagues with multiple sports, such as the popular University Athletics Association of the Philippines (UAAP), the media company also decides which sports to air. The media company must also promote the games they air.

One way in which sports organisations attract broadcaster investment is through the marketing of rivalry games. For example, demand for tickets for rivalry games in the UAAP is higher than for other games, even if the game is not a play-off or final four match. Likewise, viewership on TV is also higher when the game is between rivals Ateneo de Manila University and De La Salle University. This is the same for Philippine Basketball Association games where the rivalry between Magnolia and Ginebra, known as Manila Classico, generates a higher viewership than other regular games.

Lastly, sports associations may also allow the filming of athletes off the court for certain promotional videos, such as clips of them saying “only here on [insert media company name]” or through clips of them answering short personal questions for the entertainment of fans, to be aired during commercial breaks.

According to the Intellectual Property Code, broadcasts are protected by copyright law for a period of 20 years from the date the broadcast. Rights of broadcasting organisations can be found in Chapter XIV of the Code.

3. Sports Events

3.1 Proprietary Rights and Event Management

Sports events are typically organised and managed by a professional league (such as the Philippine Basketball Association) or a college or university athletic association (such as the University Athletics Association of the Philippines). For international events in the Philippines, these are normally organised by a local organising committee set up for that particular event

(such as the FIFA Futsal Women’s World Cup) or the sports governing body for that specific sport.

However, it is important to note that being granted hosting rights does not necessarily mean that the Philippine-based entity, whether a local organising committee or NSA, will be the proprietary rights holder. For example, in 2025, the Philippines was awarded hosting rights for the FIFA Futsal Women’s World Cup but FIFA remained the proprietary rights-holder. FIFA still had exclusive control over commercial matters such as merchandising and ticketing, broadcasting, intellectual property, and sponsorships, but heads of these departments at FIFA were assisted by a local counterpart within the local organising committee who was more familiar with the Philippine market and had on-the-ground capabilities. Under such a system, the local organising committee handles the on-the-ground work but must consult FIFA, which, as the rights-holder, has the final say.

As rights-holders, these sports organisers have proprietary rights in sports events under both copyright and trade mark provisions of the Intellectual Property Code of the Philippines. Sports organisers control these rights through the enforcement of contracts and with the help of local law enforcement. Organisers also co-ordinate with social media platforms to immediately remove illegal live streaming of sports events. Commercial participation in such events is typically governed by sponsorship, licensing, and broadcasting contracts. Consequently, the Civil Code of the Philippines also serves as supplemental legislation due to the chain of contracts which generally characterise sports events.

3.2 Duty of Care and Liability

The duty of care in sport is governed by provisions of the Philippine Civil Code, particularly Article 2176 which obligates one who causes damage to another, either by fault or negligence, to compensate for the damage done, and Article 1173 which sets the general duty of care as the diligence of a good father. Sports event organisers fall under this general standard of care. When minors are involved, the standard is stricter, as seen in a Supreme Court case wherein a sports organiser was held liable for the death of a teenage mini-marathon runner. Clear and unequivocal waivers

may be used to limit liability, but liability arising from intentional harm, future fraud, and gross negligence may not be excluded. The assumption of risk doctrine may also be invoked by sports organisers, as long as the risks are reasonably foreseeable. To keep sporting events safe, organisers often contract security agencies. For larger events, organisers co-ordinate with the local government and local police to maintain peace and order both inside and outside the venues.

The same duty of care applies to athletes' liability to spectators. However, athletes are protected if the injury to a spectator is a foreseeable event, based on the assumption of risk. An athlete may be held liable, however, for spectator injuries if these resulted from intentional acts (as was seen in a basketball incident where an athlete attacked a fan).

4. Corporate Structures

4.1 Legal Forms of Sporting Bodies

Professional sports clubs are commonly stock corporations registered with the Securities and Exchange Commission (SEC). As professional sports clubs operate for profit, stock corporations are adopted as these allow the owners to earn profits via dividends as stockholders. Adopting a different structure would prevent investors from receiving such dividends.

Non-professional sports clubs and sports governing bodies, including NSAs, are commonly structured as non-stock, non-profit corporations, also registered with the SEC. Non-stock corporations are established and operated by their members who are not entitled to receive dividends. As the aim of amateur clubs is to develop camaraderie among their members rather than generate profits, these clubs adopt a non-stock, non-profit structure, which also has tax benefits. Sports governing bodies or NSAs are required to adopt a non-stock, non-profit structure in order to apply for membership and recognition with both the Philippine Olympic Committee and Philippine Sports Commission.

4.2 Corporate Governance Codes

There are no sport-specific corporate governance codes, except the provisions of the Republic Act No

6847, which created the Philippine Sports Commission. These provisions govern the sports governing bodies or NSAs of each sport. They require that the NSAs are autonomous and that no team, school, club, organisation or entity may be admitted as a voting member of the NSA unless 60% of the athletes comprising that team school, club, organisation or entity are Filipino citizens.

Owner and directors' tests, such as tests on self-dealing directors, may be found in the general law on corporations (The Revised Corporation Code) and also apply to these sports governing bodies or NSAs.

4.3 Sport Funding

The PSC is the main governmental funding source for Philippine sports. Congress allocates funds to the PSC through the Annual General Appropriations Act. To supplement the budget allocated by Congress, the PSC also receives a legally mandated portion of the gross income of PAGCOR, the government-owned and controlled corporation in charge of regulating gambling and casinos. After finding that PAGCOR had not been remitting the full 5% of its gross income to the PSC, the Supreme Court recently ordered PAGCOR to account for and remit the full amount of its gross income per year from 1993 to the present.

PSC funds are pooled into the National Sports Development Fund (NSDF), which finances the sports events in which the Philippines participates.

As for distributing these funds to the NSAs, the PSC has discretion to decide which NSA receives a portion of the NSDF and the amount. Factors that influence the distribution and allocation of funds include the prestige of the sport and also the chances of securing Olympic medals. Once the NSA receives the money, it is then accountable to the PSC and subject to audit.

5. Intellectual Property, Data and Data Protection

5.1 Trade Marks

Trade marks may be registered online with the Intellectual Property Office (IPO). Trade mark owners only acquire the rights in a mark through registration. Gen-

erally, only a registered trade mark is protected by law. Once registered, third parties may not use it without the owner's consent.

The law prohibits the registration of a mark which:

- is immoral, deceptive, or scandalous;
- disparages or falsely suggests a connection with a person (whether living or dead), institutions, beliefs, or national symbols;
- brings contempt or disrepute to another;
- has the Philippine flag (or flag of another country) on it;
- includes the name, portrait, or signature of a living person, except with their consent;
- uses the portrait of a dead president, during the life of their spouse, except with the latter's consent;
- is misleading as to nature, quality, characteristic, or geographical origin;
- is generic or simply identifies the product it will be used on;
- is simply descriptive of the product; or
- is contrary to public order or morals.

Notable registered sports trade marks involve those of collegiate teams, where the numerous marks associated to a college or university are all registered with the IPO, as well as the respective trade marks of sports teams and the companies that own them.

5.2 Copyright/Database Rights

The law on copyright is found in Part IV of the Intellectual Property Code of the Philippines (the "IP Code"). Under the IP Code, literary and artistic works are considered original intellectual creations, and are protected from the moment of their creation. Common defences include fair use, the fact that the work is a non-copyrightable work, private reproduction in a single copy for use in study or research, and personal use.

As regards the existence of a legal database right, the law on copyright protects the creation of such database, as it might be considered a derivative work or a compilation of data and other materials. To establish such a claim, it must be proven that the process of creating the database (such as the selection, coordi-

nation, and arrangement of the compiled information and data) is original to the creator.

5.3 Recognising Personality/Image Rights

Image rights in the Philippines generally equate to the right of publicity; a right recognised in the United States. While the right of publicity has yet to explicitly find its way into Philippine jurisprudence or in express provisions of law, aggrieved parties may seek relief under Section 169.1 of the IP Code. This section refers to false designations of origin or false description or representation.

World Champion Boxer Manny Pacquiao used Section 169.1 to sue a videoke product-maker for making use of his name and image without his consent. He won the case in the Court of Appeals in 2009, with the Court of Appeals stating that Pacquiao's image should be protected from unauthorised endorsements under Section 169.1.

5.4 Protecting Personality/Image Rights

Common law doctrines, such as unfair competition, have largely been codified in the IP Code, particularly Section 168. This Section makes it, among other things, illegal for any person to induce a false belief that they are offering the services of another who has identified such services in the mind of the public. False statements made in the course of trade are also considered unfair competition in the eyes of the law. Section 168, along with Section 169.1 as noted in 5.3 **Recognising Personality/Image Rights**, can be used to protect an athlete's image rights and prevent the unauthorised exploitation of those rights.

5.5 Licensing

Sports bodies and athletes monetise their IP and image rights through both licensing and endorsement contracts. In terms of assigning IP rights to third parties, the assignment must be in writing and filed in the IPO. If the assignment is not registered, it is void with respect to third parties; however, it is still binding between the parties.

5.6 Assignment of IP Rights

The assignment of IP rights is considered a form of technology transfer under the IP Code. It is governed by Chapter IX of the IP Code, which aims to encour-

age assignments while preventing abuse of IP rights and adverse effects on competition and trade. Restrictions on such assignments are detailed in Sections 87 and 88 of the IP Code.

Section 87 lists provisions in any transfer agreement that are prohibited. In general, these are clauses in voluntary licensing agreements that may harm competition by:

- restricting the licensee's business freedom, such as limiting the assignee to only use a particular supplier of raw materials, manpower or technology;
- controlling the licensee's output of pricing, such as restricting volume or structure of production; or
- expanding the assigned IP rights beyond the lawful scope, such as requiring royalty payments even after the termination of any voluntary assignment agreement.

On the other hand, Section 88 lists provisions that must be included in a transfer agreement. In general, these are the applicability of Philippine law and rules on venue, granting the assignee continued access to improvements in techniques and processes related to the IP, and the applicability of either the rules of procedure of the Arbitration of the Arbitration Law of the Philippines, the Arbitration Rules of the United Nations Commission on International Trade Law, or the International Chamber of Commerce in the event of arbitration.

If the transfer agreement either contains a prohibited provision under Section 87 or lacks a mandatory provision under Section 88, the agreement is automatically deemed unenforceable, unless said agreement is approved and registered with the Documentation, Information and Technology Transfer Bureau under Section 91, which covers exceptional cases where substantial economic benefits are expected to result from the assignment.

5.7 Data in Sport

The use of athlete and spectator data is not as extensive in the Philippines as in other jurisdictions. However, there has been a push to commercialise and monetise sports data in live sports events to further enhance fan experience. The recent legalisation of

sports betting has opened up opportunities for monetising sports data, but it still has to comply with any data-sharing regulations under the Data Privacy Act of 2012.

5.8 Data Protection

The Data Privacy Act of 2012 (DPA) is the main law governing data protection in the Philippines. It is supplemented by the Implementing Rules and Regulations (IRR) issued by the National Privacy Commission (NPC), which is the government agency tasked to implement the DPA. The DPA protects any personal information, defined as any information in which the identity of an individual is apparent or can be reasonably and directly ascertained by the entity holding the information, or which, when put together with other information, would directly and certainly identify an individual.

The DPA protects sensitive information to a greater and stricter extent. Sensitive personal information pertains to a person's race, education, criminal record, and religion, among others. The processing and sharing of sensitive personal information require prior consent at all times. This is an important consideration in collegiate sports, especially as student-athletes must give their consent to the sharing of their transcript of records when they transfer from one school to another.

6. Dispute Resolution

6.1 Role of National Court Systems

The role of national courts in dealing with sports disputes differs depending on the type of sports dispute.

For field-of-play calls, the Supreme Court, in a 1995 case, established a policy of refusing to resolve field-of-play call disputes. Unless there is an arbitrary and brazen violation of sports rules by the sports officials and organisers, national courts will defer to the original decisions.

For sports disputes involving the application of local laws, parties may immediately seek redress in the national court system, unless there is a provision between the parties mandating recourse through ADR or via the internal processes of a sports governing

body. Examples of these sports disputes are those involving sports injuries and employment claims.

For sports disputes involving the interpretation of the rules of sports governing bodies (such as on eligibility matters and disciplinary issues), parties must generally exhaust the internal mechanisms of the sports governing body before national courts will consider the matter. This is based on the analogous doctrine of exhaustion of administrative remedies. However, if there is a human rights element or the act of the sports governing body is oppressive or arbitrary, immediate recourse to a local court may be possible.

6.2 ADR Mechanisms

The Philippines currently does not have a dispute resolution mechanism specific to sports. Parties who wish to use ADR may do so under the aegis of Republic Act No 9285, the ADR Act of the Philippines. Private dispute resolution providers, such as the Philippine Dispute Resolution Centre, Inc, have drafted their own sports mediation and arbitration rules, which may be used by sports governing bodies if they choose to do so.

6.3 Sanctions, Remedies and Challenges

Sports governing bodies may enforce sanctions on their players and members either through their own internal rules (as long as minimum due process requirements of prior notice and the chance to be heard are met) or through the court system (with contract law principles and remedies as a basis).

Parties who wish to challenge decisions of governing bodies will have to exhaust the internal mechanisms first. This will generally involve requesting reconsideration of a contested decision and, thereafter, elevating it to the international federation with jurisdiction over the local governing body. If the decision is manifestly arbitrary and oppressive, local courts may also be an avenue for redress.

7. Employment Contracts and Rights

7.1 Sports-Related Employment Contracts

The governing law for labour and employment in the Philippines is the Labour Code of the Philippines. To

determine whether an employer-employee relationship exists between parties, the Supreme Court has repeatedly used the fourfold test, which employs the following four elements:

- the selection and engagement of the employee;
- the payment of wages;
- the power of dismissal over the employee; and
- the employer's power to control the employee's conduct.

Despite the presence of all four elements in the relationship between professional teams and their players, and a 2012 Supreme Court case involving the illegal dismissal of a player-employee by his professional team, professional sports teams have still treated their players as independent contractors in practice. This is in clear contrast to what is written in the law, the nature of the relationship, and the international practice that considers players as employees of their professional teams. This leads to both tax and employment law complications, and removes protections that should have been afforded a player if they were to be considered an employee in the first place.

The Philippine Basketball Association, the longest-running professional basketball league in the Philippines, employs both a standard contract for its players and a salary cap. Other professional leagues allow their teams to negotiate their own contracts with their players.

7.2 Employer/Employee Rights

Despite the employer-employee nature of the relationship between the professional team and its players, legal precedence, and international practice, the rules on employer-employee rights are rarely applied or followed in professional leagues in the Philippines. Consequently, professional athletes who are illegally removed or dismissed from their teams are often left in a quandary on the proper legal course of action to take. Should they file a case with the Labour Arbiter (as employees) or with the regular courts (as independent contractors)? While the correct answer should be the Labour Arbiter, the practice in the Philippines of considering professional athletes as independent contractors has allowed employees to raise the additional

defence of lack of jurisdiction whenever a case is filed with the Labour Arbiter.

A noteworthy case is the 2012 Supreme Court Case of *Negros Slashers, Inc v Alvin Teng*, where the Supreme Court ruled that a player-employee was illegally dismissed by his professional basketball team after he had refused to play a championship game. The Supreme Court recognised the player as an employee and ruled that his dismissal was too harsh a penalty.

7.3 Free Movement of Athletes

There are no specific laws capping the number of foreign athletes competing in a sport tournament or competition, as these “caps” are normally set by the league or association conducting the competition. There are, however, visa, immigration, and labour law considerations that foreign athletes or coaches must consider before playing or working in the Philippines. In particular, foreign athletes or coaches must secure a pre-arranged employee commercial visa (9g visa) and an alien employment permit (AEP) before working in the Philippines.

One of the substantial conditions to secure an AEP is the prior determination of the non-availability of a person in the Philippines who is competent, able, and willing to perform the same services which the foreign worker will be engaged to provide. This was the main issue in a 1991 Supreme Court case involving an American basketball coach employed by a professional basketball team. In that case, the Supreme Court ultimately cancelled the American’s AEP after it found that there were other local coaches who were available to do the same job.

8. Women’s Sport

8.1 Development and Growth of Women’s Sport

The Philippine sports landscape has historically been male-dominated and basketball-centric. However, recent trends have swayed the pendulum towards women’s sports. Collegiate and professional women’s volleyball bring in crowds of nearly 25,000 to big games, which is significantly more than the attendance for a typical professional basketball game. The

success of women athletes on the international stage has also shone a well-deserved light on women’s sports. Olympic Gold Medalist Hidilyn Diaz leveraged her success by starting a weightlifting academy for children and signing lucrative endorsement deals. The Philippine National Women’s Football Team made waves in its first appearance in the FIFA World Cup and won the Philippines’ historic gold medal in the 2025 Southeast Asian Games. Their success has driven more grassroots development throughout the country and also earned the team an enviable kit deal with Adidas. International athletes such as Maxine Esteban and Junna Tsukii have also found success in other sports such as fencing and karate.

In 2025, Alexandra Eala’s dramatic jump in world rankings from No 147 to No 50 created a spike in interest in tennis in the Philippines, just in time for the country’s hosting of the World Tennis Association 125 Tournament. Similarly, the Philippine Women’s Futsal Team’s appearance in the inaugural FIFA Futsal Women’s World Cup saw an increase in viewership from match day one to the final, with the final match drawing a record attendance of 5,087. The World Cup also inspired young girls to join futsal training camps, with roughly 1,500 girls participating in the grassroots and development activities organised by FIFA and the Philippine Football Federation.

Women in esports are also on the rise. Since 2022, the Philippines always had a team place third runner-up or higher in the Mobile Legends: Bang Bang Women’s Invitational (MWI) 2025 during the Esports World Cup, including a team championship and an Individual fFnals Most Valuable Player in 2024. In 2025, two Philippine teams had dominant starts and reached the playoffs, where one team eventually ranked third runner-up. The Philippine Women’s MLBB team also won silver in the 2025 South-East Asian Games.

8.2 Organisations and Initiatives to Promote Women’s Sport

The Philippine Sports Commission has created a Gender and Development Programme to hold tournaments, and share updates and news about women’s sports and female athletes. Other private organisations, such as Girls Got Game, have also been established to promote different sports in the youth sector.

There are also private organisations like Go Hard Girls that advocate for the rights and interests of women in sports, extending beyond female athletes.

9. Esports

9.1 Development and Growth of Esports

Esports is extremely popular in the Philippines. Its rise from the early 2000s to the present has been exponential. It is predominantly mobile-based, with the Mobile Legends: Bang Bang (MLBB) being the most popular game with more than 25 million monthly active users in 2020. An estimated 43 million Filipinos take part in esports or mobile gaming.

The Philippines continues to be a strong force in esports, particularly in MLBB. In 2025, the Philippines won its fourth consecutive gold medal in the South-East Asian Games and won the championship against the top contender, Malaysia, in the MLBB Mid-Season Cup.

Philippine esports dominance has also been expanding outside MLBB. In 2025, Patrick Mendoza became the first ever Filipino to win a major international Valorant tournament, winning the VCT Masters Toronto 2025. He also won Rookie of the Year and Initiator of the Year. The Philippines also brought home two silver medals and two gold medals in Call of Duty Mobile (CODM) in the CODM World Championship 2025, Garena Masters 2025 S9, Garena Summer Invitation 2025, and Garena Masters 2025 S8. A Philippine CrossFire Stars team also reached the highest placement by a Philippine team in a first-person shooting game, finishing in the top four at the Esports World Cup and as runner-up at CrossFire Stars 2025.

In 2025, the Philippines hosted the HoK Invitational S3, a global Honor of Kings tournament, and the Honor of Kings International Championship 2025.

9.2 Key Trends and Notable Deals in Esports

Philippine esports in 2025 saw growth outside MLBB and outside mobile games in general. As mentioned in **9.1. Development and Growth of Esports**, Philippine teams have seen global recognition in various esports games outside MLBB. Moreover, Honor of

Kings, another esports game that the Philippine teams fared well in in 2025, has officially surpassed MLBB in popularity, measured by estimated monthly users in the Philippines.

Another notable trend is the increase in popularity of collegiate competitions, reflected in both participation and improved performance. In 2025, the National University's MLBB team became the first ever champions of the inaugural Galaxy Gaming Academy X Mobile Legends: Bang Bang Campus Series 2025. Two major national collegiate leagues, Philippine Collegiate Championship and Alliance Games, which are in their third and fifth seasons respectively, have recognised this trend and have responded by expanding their competition to include other games beyond MLBB and by increasing prize pools.

The biggest inter-university sports tournament in the Philippines, the University Athletic Association of the Philippines (UAAP), officially introduced esports in 2024 with three games – NBA 2K24, Valorant and MLBB. Likewise, the biggest inter-college sports tournament, the National Collegiate Athletic Association (NCAA) officially launched a special tournament for MLBB in 2025. Unlike the UAAP, the NCAA has yet to fully incorporate esports in the main sports member schools compete in. In 2025, the MLBB tournament was a stand-alone event in the NCAA.

A notable deal in 2025 was DITO Telecommunity's partnership with Team Liquid PH. DITO is a growing telecommunications company in the Philippines, while Team Liquid PH is the Philippine team of the Swiss-based esports organisation, Team Liquid. The partnership was timely for DITO, as it began before the 2025 MLBB Mid-Season Cup. In the tournament, Team Liquid PH wore DITO-branded shirts and ultimately emerged victorious, defeating the defending champions in the finals. This was great exposure for DITO, a growing telecommunications company competing in an industry of well-established giants.

Another notable deal is Visa's partnership with GCash, the Philippines largest cashless payment app, as part of Visa's expanding investment in global esports. In the Philippines, it has partnered with GCash to make in-game payments faster, safer, and more accessible.

Visa is working with international esports organisations and GCash to offer exclusive experiences and event access to Filipino gamers, whether as esports national representatives or as spectators of international esports tournaments.

10. NFTs, AI and the Metaverse

10.1 Non-Fungible Tokens (NFTs)

A few athletes ventured into the world of NFTs in late 2020 and 2021 to launch various NFT projects. One notable athlete even started an NFT project to help fund a national team, but this was later scrapped after negotiations fell through and the NFT bubble bust in late 2021. While the NFT market in the sports sector in the Philippines remains virtually non-existent, there are still opportunities for those who are willing to explore an alternate mode of funding and navigate the risks of such a volatile environment.

10.2 AI

There is no key AI legislation or regulations in the Philippines. At most, general laws concerning intellectual property and data protection will apply to AI in the field of sports. Both intellectual property and data protection will also be most affected by AI, as there are inherent risks of infringement and leaks of personal data with AI and sports.

10.3 The Metaverse

The Philippines has always been a country known for its internet use and social media engagement, with data showing that sponsors can reach up to 69% of the country's population through Facebook and nearly 50% through YouTube. Consequently, the application of the Metaverse in Philippine sports holds great opportunities for sports stakeholders, despite its adoption rate remaining quite low compared to traditional internet use.

Stakeholders can use the Metaverse to further boost individual and corporate brands, enhance the reputation of personal coaches and athletes through expanded access to highlight videos and teaching seminars, and provide sponsors with a new platform to increase brand recognition.

However, those who wish to enter the Metaverse must recognise the inherent risks of data breaches and manipulation, intellectual property violations, and the proliferation of bots and troll accounts. Enforcing the underlying laws may also be an issue, given the ephemeral nature of the internet and the ease of remaining anonymous online.

Trends and Developments

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The Law Firm of Ingles Laurel Calderon (ILC Law) is a boutique law firm located in the central business district of Makati City, Philippines. Established in 1992, ILC Law specialises in corporate, labour, litigation, tax and foreign investment law. Its dedicated sports law practice focuses on athlete representation and protection, trade mark and brand protection, labour and immigration law compliance, and advisory work for sports associations and federations. Its managing partner, Enrico Ingles, sits as the only Filipino arbitra-

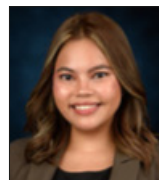
tor of the Court of Arbitration for Sport. ILC Law's sports law team has helped protect national, professional and amateur athletes comply with immigration and labour laws, represented professional football players before FIFA, and advised national athletes on anti-doping matters. ILC Law serves as the legal counsel of FIBA in the Philippines for trade mark registration and protection, and crafted and implemented the Rights Protection Program for the 2023 FIBA World Cup.

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In recent years, Filipino athletes have shown us their hearts as well as their excellence on the global stage.

With multiple medals from the 2024 Summer Olympics, the 2025 Southeast Asian Games, the 2025 World Games and other international competitions hosted by international sports federations (ISFs), it has become evident that Filipino athletes are fully capable of competing and winning in a variety of sports internationally. This even includes winning medals in winter games such as the 2025 Asian Winter Games, an amazing feat for a tropical country like the Philippines and a testament to the Filipino athletes' grit, grind and determination.

Sadly, this upward trend of international success coincides with the alarming rise of issues plaguing Filipino national athletes and members of the national training pool (NTP).

Horror stories of how national athletes or members of the NTP have been mistreated have always been prevalent. Some issues concern things as basic as the lack of proper training gear or training venue, while some issues cut deep, such as a last-minute exclusion from the official line-up, an arbitrary removal from the national team, having to pay for medical expenses, or mental health issues born from post-career anxiety or pressure to perform. These issues were a common refrain for national athletes and were often talked about in a hushed manner for fear of retribution, fear of being judged as the "drama athlete" or simply the fear of speaking up.

With international success shining a spotlight on grassroots development and training programmes, and with athletes no longer scared of speaking up, it seems the cries for change have become louder, more focused and more unified, culminating in a house bill that hopes to legislate for and institutionalise basic rights of national athletes.

House Bill No. 4175, otherwise known as the National Athletes' Rights Protection Act, was filed for consideration on 28 August 2025 in the Philippines House of Representatives. Spearheaded by Olympic fencer Maxine Esteban with the help of ILC Law, the Bill aims to promote and protect the rights and interests of Phil-

ippine national athletes and members of the NTP. The Bill was written around the premise that while there is a need to invest in national athletes, any investment would be for naught if the national athletes themselves were left unprotected. Only once they are protected can Philippine national athletes maximise their full potential.

First, the Bill protects national and NTP athletes' right to due process. A major ongoing issue in Philippine sports is that athletes are easily removed from the official line-up or NTP without being informed of the reason for their removal and without being given an opportunity to explain or defend themselves. This occurs in various national sports associations (NSAs), whether big or small, and whether for a popular or mainstream sport or not. NSAs, as autonomous private entities, have been able to do so because their discretion has mostly been left unchecked for fear of reprisal. Should this Bill be passed into law, national and NTP athletes will have the right to be informed in writing of any accusation, disciplinary case or investigation against them by their respective NSAs. They will likewise have the right to an impartial hearing or an opportunity to explain their side before any action may be taken by the NSA – including removal from the official team line-up.

Second, NSAs will be mandated to develop and provide their member athletes with a handbook which must contain the NSA's rules and regulations, code of conduct, grievance and appeals procedure, and penalties. The Bill provides that the handbook must be consistent with the rules and regulations of the ISF to which the NSA belongs and the Philippine Olympic Committee (POC), and must embody the principles and values of the Olympic Movement. While these basic documents are par for the course with ISFs, they are still sadly lacking in Philippine NSAs. If they do exist, they are rarely made public, to the detriment of stakeholders and athletes yearning for transparency.

Third, to ensure that the selection for the national team is objective, merit-based, and not tainted with bias or nepotism, the Bill mandates NSAs to provide selection procedures for choosing who among the member-athletes will be part of any international competition. The Bill likewise provides guidelines for NSAs to fol-

low when crafting their selection procedures, which must also be consistent with any mandate of the POC and the ISF to which they belong. These selection procedures must be provided to member-athletes at the beginning of each calendar year to allow them to properly train and prepare prior to selection season. The Bill still gives NSAs the authority to change any criterion in the selection process, but to protect the athletes from last-minute changes that render them ineligible for the upcoming competitions, such changes shall only take effect the year after they are approved.

While it is given that becoming part of the NTP does not guarantee a spot in the official line-up for any upcoming competition, these athletes must be informed of reasons why they could potentially be removed from it. As such, the Bill mandates NSAs to develop their retention requirements and policy, and to communicate the same to all national and NTP athletes. Out of respect to athletes who have been representing the country, the Bill also states that the retention policy must include a policy whereby an athlete who has been in the national team or NTP for at least three years and who was injured while representing the country must be retained in the line-up for at least six months from the date of the injury. If, after six months, the athlete is able to submit medical clearance from a competent physician and returns to training, then he or she shall be entitled to a slot in the line-up, without prejudice to any benefit that may have accrued within said period.

Fourth, the Bill seeks to protect the safety and well-being of national and NTP athletes. It aims to ensure that the sports environment is safe, fair and free from harassment and abuse. Thus, safeguarding policies are of high importance in development of sports in the Philippines. In the spirit of safe sport, the Bill mandates all NSAs to have an ethics committee, a committee on decorum and investigation, and a compliance or audit officer. These committees must include persons who are external to and independent from the NSA. The Bill also provides that NSAs have the duty to conduct regular safeguarding training for athletes, coaches, trainers and other team staff.

Fifth, given the high exposure to risks in the nature of sports, it is only proper that athletes be given medical insurance. While there is already a law that provides that all national athletes are entitled to coverage in the National Health Insurance Program of the Philippine Health Insurance Corporation (PhilHealth), the Bill strengthens this by providing that NSAs must ensure that all national and NTP athletes are covered by medical insurance. NSAs may also choose a different, private insurance company to provide insurance for all their athletes. NSAs that opt for private insurance companies must report their decision to the Philippine Sports Commission.

Sixth, as the thought of life after retirement from sports is a common fear among athletes in the Philippines, the Bill provides that NSAs must provide long-term support for national and NTP athletes from pre-recruitment stages until post-career. NSAs must provide education and non-sports-related skills training in order to help athletes transition to sports retirement, equipping them with skills and opportunities to help them transition into the traditional workforce. The Bill likewise provides that NSAs must provide a pension for retired athletes, whether or not they won in any international competition.

Seventh, national and NTP athletes face immense pressure in representing their country. Hence, it is equally important to protect the mental health and wellbeing of these athletes. To this end, the Bill mandates that NSAs must have competent, licensed sports psychologists available to national and NTP athletes at all stages of training and competition. NSAs will have to cover the professional fees of these physicians.

Lastly, the Bill provides that NSAs must support the non-sports endeavours of their member-athletes. Thus, NSAs are tasked to guide athletes in their commercial or business dealings by referring them to professionals, such as agents or talent managers, who can properly guide them in navigating fields such as brand endorsements and media exposure, among others.

To ensure the enforcement of the Bill, the Bill also provides for penalties and funding therefor.

Should it be passed into law, the National Athletes' Rights Protection Act has the potential to redefine and reshape sports development in the Philippines at a critical time where more and more Filipino athletes are excelling at a global stage. The Bill is athlete-centric, putting more emphasis on investing in the physical and mental wellbeing of athletes to ensure the Philippines' success in international games, as opposed to merely investing financially in NSAs.

In the eyes of the rest of the world, these seem like basic and foundational stuff, but sadly, it is in these basic and foundational matters where Philippine sports is found lacking.

The Bill recognises athletes as humans first, recognising the effects of training and competition on their bodies and the effects on their mental health of carrying the country on their shoulders. It further recognises the difficulty of transitioning into the traditional workforce, after dedicating their youth and/or early adulthood to perfecting their craft. With the overall holistic approach of this Bill to supporting and investing in athletes as individuals, it will strengthen the foundation of Philippine sports in the country's hopes for further international success without prejudicing the rights, interests and wellbeing of those who toil for it in the first place: the national and NTP athletes.

POLAND

Law and Practice

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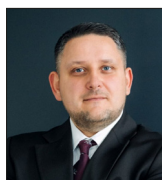
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SLK Partners is an advisory group providing comprehensive legal, tax and accounting services to both the business and sports sector. With more than 15 years of market experience, the firm has established a strong reputation among domestic and international clients. The group comprises a multidisciplinary team of over 40 professionals, including lawyers, tax advisers and accountants, offering co-ordinated support across a number of core practice areas, including corporate law (with a particular focus on M&A transactions), commercial contracting, real estate and construction projects, employment law and medical

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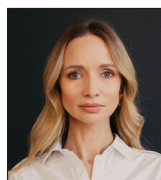
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1. Athlete Conduct, Integrity and Enforcement

1.1 Anti-Doping Regimes

Doping Offences

Under Polish law, the use of performance-enhancing substances (“doping”) by an athlete does not, as a rule, constitute a criminal offence. Doping is, instead, primarily treated as a breach of sports regulations and anti-doping rules, resulting in disciplinary liability rather than criminal sanctions.

Criminal liability may, however, arise in specific statutory circumstances, in particular:

- administering a prohibited substance to a minor athlete or to an athlete without their knowledge, where the substance belongs to groups S1, S2 or S4 of Annex 1 to the International Convention against Doping in Sport, adopted in Paris on 19 October 2005 (the “Convention”); and
- making available to third parties, or possessing for the purpose of distribution, or trading in prohibited substances from groups S1, S2 or S4 of Annex 1 to the Convention, without the marketing authorisation required under pharmaceutical law.

POLADA

The Polish Anti-Doping Agency (POLADA) is the authority responsible for all anti-doping activities in Poland. It was established under the Act of 21 April 2017 on Combating Doping in Sport, replacing the former Commission for Combating Doping in Sport.

POLADA’s principal responsibilities include:

- establishing rules and procedures for anti-doping testing;
- adopting disciplinary anti-doping rules;
- developing and implementing educational, informational and training programmes relating to anti-doping; and
- co-operating with public authorities, research institutions and other entities engaged in anti-doping activities.

Pursuant to its statutory mandate, POLADA adopted the POLADA Anti-Doping Rules, which are based on the World Anti-Doping Code (WADC) developed by the World Anti-Doping Agency (WADA).

The WADC is implemented in Poland through:

- the national anti-doping regulations adopted by POLADA; and
- the statutory obligation imposed on all Polish sports federations under the Act of 25 June 2010 on Sport to comply with and enforce these rules.

POLADA has exclusive competence to implement and enforce the POLADA Anti-Doping Rules.

Anti-doping rule violations and sanctions are adjudicated by a Disciplinary Panel established under the Act on Combating Doping in Sport, which operates independently from sports federations.

Implementation of the WADC also includes the WADA Prohibited List of Substances and Methods (the “Prohibited List”), which is updated annually.

Not all substances included on the Prohibited List are illegal under criminal law. Their legal status depends on their classification under Polish law.

- *Legal substances prohibited in sport* – Certain anabolic steroids or hormonal medicines may be lawfully prescribed and used for medical purposes but remain prohibited in sport without a Therapeutic Use Exemption (TUE). Violations involving such substances give rise to disciplinary rather than criminal liability.
- *Controlled or narcotic substances* – Certain substances on the Prohibited List (eg, cocaine, amphetamines and their derivatives, THC in specified forms or circumstances, and certain opioids) may also fall within the scope of criminal legislation. Possession, supply or trafficking may therefore trigger criminal liability under the Act on Counteracting Drug Addiction.

Noteworthy Anti-Doping Cases

A recent high-profile case concerned a canoeing athlete considered a medal contender for the Summer Olympic Games in Paris. The athlete returned an adverse analytical finding shortly before the Games. Following detailed investigation, it was established that the prohibited substance originated from a veterinary spray used to treat the athlete's dog's paw injuries, recommended by a veterinarian during a training camp. Scientific analysis of the athlete's hair, the dog's fur, and expert evidence from both domestic and international specialists confirmed inadvertent contamination as the source of exposure.

Although experts initially anticipated that a final decision would not be issued before the Olympic Games, the Court of Arbitration for Sport (CAS) ultimately held that the athlete bore no fault and had not been negligent in any way. The ruling, issued only hours before final confirmation of participating athletes, allowed the athlete to compete in the Olympic Games.

1.2 Misconduct and Match-Fixing

Polish law does not provide for a single, standalone statute governing match-fixing or, more broadly, sports integrity violations. Instead, these matters are regulated through a combination of criminal law, sports law and gambling regulations.

While general criminal law provisions address offences such as corruption and fraud, the Act on Sport contains specific criminal provisions aimed at protecting the integrity of sport, thereby supplementing the general framework set out in the Polish Criminal Code.

The Act on Sport criminalises several forms of conduct affecting the integrity of sporting competitions.

- *Sports corruption (match-fixing)* – Criminal liability arises where a person accepts, requests, grants or promises a financial or personal benefit in connection with sports competitions organised by a Polish sports federation or an entity acting under its authority. The offence applies where the benefit is linked to dishonest conduct capable of influencing the result or course of the competition.
- *Use of insider information in betting* – It is a criminal offence to participate in betting activities, or to disclose information to third parties involved in such activities, where the offender possesses knowledge that match-fixing conduct has occurred. The purpose of the provision is to prevent insider betting and the commercial exploitation of manipulated competitions.
- *Trading in influence in sport* – Criminal liability also covers invoking influence within a Polish sports federation or an authorised entity in order to affect the outcome or course of a competition in exchange for financial or personal benefit. This provision addresses unlawful influence over persons performing official functions within sports structures.

Polish sports federations and competition organisers play a central role in safeguarding sports integrity. Under the Act on Sport, every Polish sports federation is required to adopt disciplinary regulations specifying, in particular, disciplinary offences and types of disciplinary sanctions.

Noteworthy Misconduct/Match-Fixing Cases

The most significant sports corruption proceedings in Poland have concerned football. These investigations led to numerous criminal convictions for sports officials, referees and players. Although the main wave of cases occurred between 2003 and 2015, their consequences continue to shape current compliance stand-

ards and integrity-monitoring mechanisms within Polish sport.

One of the most significant recent integrity cases affecting a Polish athlete arose in the context of gymnastics. The case concerned manipulation of judging scores during the European Gymnastics Championships, which determined Olympic qualification. The investigation established that a judge holding a senior position within the European gymnastics structure had engaged in conduct influencing athletes' scores, directly affecting the final ranking and Olympic qualification outcomes.

The matter was examined by independent ethics bodies operating within the International Gymnastics Federation's framework. As a result, the judge received a four-year suspension for manipulating competition results. The decision was subsequently upheld by CAS.

1.3 Betting-Related Offences

Legality of Betting

Sports betting is legal in Poland provided that it is organised by operators holding a licence issued by the Minister of Finance under the Gambling Act.

The following activities are illegal:

- organising betting without the required licence;
- participating in betting offered by unauthorised operators; and
- operating or using platforms entered into the register of prohibited domains.

Regulation and Legislation

The Polish regulatory model is based on a licensing system combined with strict market supervision exercised by the tax administration authorities.

The principal legal act governing betting activities is the Act of 19 November 2009 on Gambling, which regulates, among other matters:

- conditions for obtaining a bookmaker's licence;
- taxation rules applicable to mutual betting;
- operators' obligations related to preventing abuses; and

- state supervision over the betting market.

In practice, sports regulations – rather than criminal law – constitute the primary mechanism for controlling betting-related conduct among participants in sport. In line with international integrity standards, almost all Polish sports federations have adopted disciplinary regulations which:

- prohibit athletes, coaches, referees and officials from betting on events in which they participate or which may have an impact on their particular sport or league;
- impose an obligation to report attempts to manipulate sporting results; and
- provide for disciplinary liability independent of any criminal proceedings.

Such rules are particularly well developed in football and other popular sports in Poland, including volleyball and speedway.

Information Sharing

Information-sharing arrangements are based primarily on regulatory and contractual mechanisms rather than on specific statutory provisions. In practice, co-operation includes:

- collaboration with betting operators licensed in Poland;
- use of international betting monitoring systems;
- exchange of information with international sports organisations; and
- analysis of unusual betting odds movements as indicators of potential manipulation.

1.4 Disciplinary Framework

In Poland, athletes' liability for breaches of sports regulations operates within two parallel systems:

- disciplinary liability, conducted by Polish sports federations and typically concerning integrity-related matters, including match-fixing and betting-related violations; and
- anti-doping liability, conducted within the POLADA system and based on the WADC.

These systems are independent from one another and may operate in parallel with criminal proceedings.

Disciplinary Proceedings Conducted by Polish Sports Federations

Standard disciplinary proceedings conducted by Polish sports federations generally include the following stages.

- Preliminary investigation:
 - (a) collection of documentation;
 - (b) analysis of evidence; and
 - (c) opportunity for the accused person to submit explanations.
- Commencement of disciplinary proceedings:
 - (a) initiation of proceedings where a suspected disciplinary breach is identified;
 - (b) examination of the case by the competent disciplinary body; and
 - (c) issuance of a disciplinary decision.
- Appeal proceedings:
 - (a) appeal to a higher disciplinary body within the relevant sports federation; or
 - (b) filing a claim with the Court of Arbitration for Sport at the Polish Olympic Committee.

Anti-Doping Proceedings

Anti-doping proceedings constitute a separate framework from disciplinary proceedings conducted by sports federations. They are administered by POLADA and the Disciplinary Panel established under the Act on Combating Doping in Sport.

Typical anti-doping proceedings include the following stages:

- Anti-doping control and sample analysis:
 - (a) collection of samples by authorised doping control officers; and
 - (b) laboratory analysis carried out by an accredited laboratory.
- Notification of an adverse analytical finding:
 - (a) the athlete is informed of the result; and
 - (b) the athlete is given the opportunity to request analysis of the B sample.
- Formal charge by POLADA
 - (a) POLADA notifies the athlete of an alleged anti-doping rule violation; and

- (b) the athlete is informed of the right to have the case examined by the Disciplinary Panel.
- Proceedings before the Disciplinary Panel:
 - (a) the case is adjudicated based on WADC principles implemented in Poland through the POLADA Anti-Doping Rules.
- Appeal proceedings:
 - (a) for national-level athletes – appeal to the second-instance Disciplinary Panel; and
 - (b) for international-level athletes – appeal to CAS.

2. Commercial Rights

2.1 Sports-Related Rights

Beyond sponsorship and broadcasting, the commercialisation of sport in Poland also includes ticketing, merchandising, hospitality and the exploitation of athletes' and clubs' image rights.

Ticketing

Ticketing is a key revenue stream for sports organisations, particularly in disciplines with large fan bases such as professional football. Most professional sporting events qualify as “mass events” under the Act on the Safety of Mass Events of 20 March 2009, which imposes specific security and organisational obligations on event organisers.

Although ticket sales are typically managed by clubs or competition organisers, distribution is often outsourced to specialised ticketing providers operating online sales platforms. While Polish law does not generally prohibit secondary ticket resale, organisers frequently impose contractual restrictions and may limit resale to official platforms. Ticket touting – purchasing tickets for resale at a profit – constitutes an offence under the Polish Petty Offences Code.

Merchandising and Hospitality

Merchandising and hospitality rights represent important commercial assets for sports organisations. Merchandising relies primarily on trade mark protection and licensing arrangements, while hospitality packages (eg, VIP areas or “skyboxes”) are commonly offered to sponsors and corporate partners as part of broader commercial partnerships.

Image Rights

The commercial exploitation of athletes' and teams' image rights, as well as stadium-based marketing rights, also forms an important component of sports commercialisation and may be exercised either by clubs or centrally at league level.

2.2 Sponsorship Terms

In Poland, sports sponsorship constitutes one of the principal tools for brand promotion and marketing communication. Sponsorship agreements are typically structured as unnamed contracts concluded under the principle of freedom of contract (Article 353¹ of the Civil Code) and are reciprocal in nature, with sponsors providing financial or in-kind support in exchange for defined marketing and promotional rights. The legal framework of such arrangements is further shaped by intellectual property law and general civil liability rules.

Standard sponsorship agreements in Poland typically regulate, inter alia, the scope of sponsorship rights and designation of sponsor status, marketing and image rights (including use of trade marks, logos and athletes' image), the extent of brand exposure across physical and digital assets, sector exclusivity (category exclusivity), the sponsor's activation obligations, remuneration structures (including monetary and barter consideration), intellectual property licences, morality clauses aimed at protecting reputation, as well as the duration and termination of the agreement (including in the event of regulatory breaches or sporting relegation).

Sponsors enhance and promote their brands primarily through exposure linked to sporting events and entities. This includes, in particular, logo placement on team apparel, stadium and LED board advertising, title sponsorship (including naming rights for stadiums or competitions), integration into broadcast and digital content, social media campaigns, and hospitality packages. Sponsorship is also used as a means of associating a brand with the values of sport – such as competition, credibility or a healthy lifestyle – and of conducting targeted marketing activities aimed at fan communities or local audiences.

2.3 Broadcasting Rights

The commercial exploitation of sports broadcasting rights in Poland is primarily governed by general civil law (including the principle of freedom of contract under Article 353¹ of the Civil Code), the Act on Copyright and Related Rights, and the Broadcasting Act. Although sporting events themselves are not protected by copyright, the audiovisual recording and broadcast signal are protected as related rights of the producer and broadcaster. Broadcasters therefore acquire transmission rights contractually from the relevant rights-holder, such as a league organiser, federation or event organiser.

Broadcasters monetise sports rights mainly through subscription-based models (pay-TV channels and over-the-top (OTT) platforms), advertising revenue, sponsorship of broadcast segments and, in some cases, sublicensing arrangements. Premium sports content remains a key driver for subscriber acquisition and retention, while free-to-air broadcasters rely primarily on advertising revenue generated by high audience reach.

From the perspective of sports rights-holders, broadcasting rights are typically centralised and sold through multi-season cycles, often divided into packages based on platform, territory or the number and importance of matches. Exclusive licensing within a defined territory and distribution channel remains the dominant model in Poland, although hybrid structures are increasingly used to expand audience reach (eg, non-exclusive highlights or selected matches).

Broadcasting agreements usually regulate signal ownership, archival rights, digital exploitation of content, highlight creation and anti-piracy measures, while venue access and production requirements are governed by host broadcaster agreements or competition regulations. Certain events of major importance may also be subject to mandatory free-to-air availability under Polish broadcasting regulations implementing the Audiovisual Media Services Directive.

3. Sports Events

3.1 Proprietary Rights and Event Management

Under Polish law, there is no single statutory proprietary right in a sporting event as such. An exception concerns the exclusive right of a Polish national sports federation to organise competitions for the titles of “Polish Champion” and winner of the “Polish Cup”, as provided for in the Polish Sports Act. This right applies only in sports disciplines governed by an officially recognised national federation.

The right to organise sporting events may arise from different sources. Some events are organised under the authority of national federations, while others are promoted commercially by private entities, particularly in disciplines where no national federation operates.

In practice, organisers secure commercial control over events through contractual arrangements, intellectual property rights (such as trade marks and event branding), venue access rights, and federation or licensing regulations. Access to events is typically regulated through ticketing conditions, accreditation systems and event regulations, which often restrict unauthorised recording or commercial use of audiovisual material.

The organisation of sporting events is also subject to statutory requirements, notably the Act on the Safety of Mass Events of 20 March 2009, which imposes security and organisational obligations on event organisers. Consumer protection rules apply to ticket sales, while personal data processing in connection with ticketing and access systems must comply with the GDPR.

Participation in competitions is governed primarily by federation rules and competition regulations, which determine eligibility, disciplinary measures and dispute resolution mechanisms.

3.2 Duty of Care and Liability

In Poland, sports event organisers owe a general duty of care towards participants and spectators based on civil law principles of contractual and tort liability,

supplemented by statutory obligations governing the organisation of sporting events.

The main legal framework includes the Civil Code and the Act on the Safety of Mass Events of 20 March 2009, which imposes detailed organisational and security requirements on organisers, including risk assessments, access control measures and co-operation with public authorities. Consumer protection legislation also applies, particularly in relation to ticket sales and information duties.

Organisers may limit liability towards spectators through event regulations incorporated into ticket terms and conditions. Such limitations typically cover minor property damage or events caused by force majeure. However, they must comply with consumer protection law and cannot exclude liability for intentional misconduct, gross negligence or breaches of statutory safety obligations.

Athletes may incur civil liability towards spectators under general tort law where their conduct exceeds the normal risks inherent in sport. In practice, such liability is rare, as spectators are generally considered to accept the ordinary risks associated with sporting competitions.

Safety obligations are primarily regulated by the Act on the Safety of Mass Events, which requires organisers to implement security plans, control venue access, provide security services and co-operate with public authorities. Sports federations may additionally impose disciplinary sanctions for misconduct under their internal regulations.

4. Corporate Structures

4.1 Legal Forms of Sporting Bodies

Under the Polish Sports Act, sports activity is conducted primarily through sports clubs, which are required to operate as legal entities.

Sports clubs

In disciplines where no professional league exists, sports clubs most commonly operate in the form of associations. Sports clubs may also function under

other legal forms, such as foundations. A specific simplified category is the student sports club (*uczniowski klub sportowy*), whose members typically include students, parents, and teachers.

By contrast, in sports disciplines where a professional league operates (eg, football, speedway, volleyball, handball or basketball), there is a statutory requirement for sports clubs to operate in the form of a commercial company, either a limited liability company or a joint-stock company.

Polish Sports Federations

For the purpose of organising and conducting sporting competition in a given discipline, a Polish sports federation (*polski związek sportowy*) may be established, subject to authorisation from the minister responsible for physical culture.

Polish sports federations operate as associations or federations and hold exclusive authority (right) to:

- organise and conduct competitions for the title of Polish Champion and the Polish Cup in a given sport;
- establish and implement sporting, organisational and disciplinary rules applicable to competitions organised by the federation, except for disciplinary anti-doping rules;
- appoint national teams and prepare them for the Olympic Games, Paralympic Games, Deaflympics, World Championships or European Championships; and
- represent the relevant sport in international sports organisations.

Choice of Legal Form for Sports Organisations

Sports organisations typically choose the form of an association or foundation in order to:

- pursue statutory objectives rather than profit-making activities;
- reinvest obtained funds into sports development, youth training and social activities;
- benefit from easier access to public funding (including municipal and state grants); and
- use broader tax exemptions and preferential regimes.

In practice, this structure enables sports activity to be carried out primarily for socially beneficial purposes, without a profit-oriented business model or extensive commercial operations.

The commercial company structure is primarily selected in order to:

- enable participation in professional league competitions;
- pursue profit-making objectives, including improved access to investors;
- facilitate professional management of commercial rights (media rights, sponsorship and player transfers); and
- limit the liability of owners or shareholders.

In practice, this model supports the operation of sports activity as a business undertaking and allows for more structured financial risk management.

A mixed (hybrid) model can also be observed on the Polish market, particularly in disciplines with professional leagues. Under this structure, a sports club operating as an association conducts all sports activities, while simultaneously acting as a shareholder in a commercial company established exclusively to participate in professional league competition.

4.2 Corporate Governance Codes

Polish law does not provide a single statutory corporate governance code applicable to all sports organisations. However, the Polish Sports Act establishes a set of governance rules specifically applicable to Polish sports federations, which together form a sport-specific governance framework.

Governance Rules Applicable to Polish Sports Federations

Term limits and prevention of power concentration

The term of office of federation governing bodies may not exceed four years and the president of the management board may serve a maximum of two consecutive terms.

These rules aim to prevent excessive concentration of power and promote rotation and transparency.

Separation of functions and organ independence

Management board members may not:

- hold positions in other governing bodies of the same federation (subject to limited electoral exceptions);
- act simultaneously as national team coaches or coaching staff members; or
- be employed by or perform work for the ministry responsible for sport.

Business activity restrictions and conflicts of interest

Board members may not:

- conduct business connected with federation activities;
- hold shares in entities providing services to the federation;
- perform management or supervisory roles in such entities; or
- maintain certain family relationships with other board members.

Conflicting activities must be relinquished within 30 days of appointment; otherwise, mandatory dismissal applies.

Reputational and ethical standards (fit and proper elements)

A person may not serve on the management board if they:

- have been finally convicted of an intentional criminal offence;
- have received anti-doping sanctions exceeding 24 months; or
- have held specified roles in former state security institutions.

Duty of loyalty and conflict management

Board and supervisory body members must avoid actions contrary to the federation's interests and abstain from voting in cases of conflict of interest.

Financial oversight and transparency

Annual financial statements must be audited by a statutory auditor, and the general assembly approves annual financial and activity reports.

Approved reports must be submitted to the minister responsible for sport and published in the Public Information Bulletin (BIP).

Enforcement mechanisms

Governance standards are enforced through:

- mandatory dismissal for breach of conflict rules;
- ministerial oversight via reporting obligations; and
- supervision by the general assembly.

These governance rules apply directly only to Polish sports federations and do not automatically extend to regional federations or sports clubs.

Multi-Club Ownership Restrictions

Polish law does not provide a uniform system of owners' and directors' tests comparable to common law jurisdictions. However, the Sports Act restricts multi-club ownership within the same discipline. A person holding membership, shares or governance functions in one club affiliated with a federation may not simultaneously:

- be a member of another club competing in the same sport;
- hold shares in such a club; or
- serve on the governing or supervisory bodies of another competing club.

Governance Duties Depending on Legal Form

Management board members of companies are subject to standard commercial law duties, including acting in the company's best interests and exercising due care. They are potentially liable for company obligations (eg, in an insolvency). Board members of associations operate under the Law on Associations and must manage the organisation in accordance with its statutes and interests.

Polish law does not provide statutory sporting sanctions for insolvency (eg, automatic points deductions);

such measures are typically introduced through federation licensing and disciplinary regulations.

4.3 Sport Funding

Sports financing in Poland follows a mixed model combining public and private funding sources.

Public funding plays a central role and is allocated primarily through the state budget via the minister responsible for physical culture, as well as through dedicated public funds and government programmes supporting professional, youth and grassroots sport. Public funds are granted in particular for national team preparation and participation in international competitions, youth training programmes, organisation of sports competitions, and development or modernisation of sports infrastructure. The legal basis for such funding is provided by the Polish Sports Act and implementing regulations governing public grants.

Local government units represent another important source of financing, mainly through targeted grants for sports organisations operating within a given territory, as well as through the financing and maintenance of sports infrastructure and support for youth sport programmes.

Private financing constitutes a further pillar of the Polish sports economy and typically includes sponsorship and marketing agreements, media rights revenues, commercial activities (including ticketing and merchandising) and investments from private investors.

In practice, the balance between public and private funding varies depending on the discipline. Sports with stronger commercial appeal and media visibility tend to rely more heavily on private funding, while less commercialised disciplines remain more dependent on public support.

5. Intellectual Property, Data and Data Protection

5.1 Trade Marks

Registration

In Poland, a trade mark may be registered either:

- at the national level before the *Urząd Patentowy Rzeczypospolitej Polskiej* (Polish Patent Office); or
- at the European Union level before the European Union Intellectual Property Office (EUIPO), which grants protection across all EU member states.

The following signs cannot be registered as a trade mark:

- signs lacking distinctive character;
- descriptive signs (ie, signs that are not capable of distinguishing the goods or services of one undertaking from those of another);
- signs contrary to public policy or accepted principles of morality;
- misleading signs;
- state symbols, coats of arms, or flags without proper authorisation; or
- signs infringing third-party rights (eg, earlier trade marks, personality rights, copyrights).

Exploitation

Registering a trade mark provides:

- the exclusive right to use the mark in commercial activity;
- easier enforcement against competitors using identical or similar signs;
- a legal basis for infringement claims (including damages);
- increased company value (as the trade mark becomes an intangible asset); and
- the possibility to license or assign the trade mark.

In the sports sector, notable examples include the RL9 trade mark of Robert Lewandowski and the figurative trade mark of Iga Świątek.

These registrations allow athletes to commercially exploit their names, logos, and personal branding elements.

Revocation

In Poland and under the EU system, prior use is not required for trade mark registration. However, if the trade mark is not genuinely used for a continuous period of five years, it may become vulnerable to revocation for non-use.

5.2 Copyright/Database Rights

Law of Copyright

In Poland, copyright is regulated by law. The primary legal act is the Act on Copyright and Related Rights of 4 February 1994. Copyright protection stems directly from the Act, although case law clarifies its application.

For a work to be protected under the Polish Act on Copyright, it must:

- constitute a manifestation of creative activity;
- have an individual character; and
- be fixed in any form (it does not have to be recorded).

Protection arises automatically – without the need to complete any formalities. However, the following are not protected: (i) ideas, procedures, methods of operation; (ii) normative acts and official documents; and (iii) press releases.

There is no system of copyright registration as a condition for protection.

The main defences against an allegation of infringement are:

- that no copyrighted work actually exists – ie, the material does not meet the criteria of creativity and individuality;
- that there is no significant similarity between the copyrighted work and the allegedly infringing work – ie, only unprotected elements (eg, facts) were used;
- fair use – eg, right to quote or right to private use;
- licence or consent to use has been granted; and
- expiry of rights, which as a rule is 70 years after the author's death.

Database Rights

Poland has a separate law on databases, independent of the regulations resulting from IP rights regulation. The basic legal act in this area is the Database Protection Act of 27 July 2001.

In order to claim protection, the following must be established:

- the existence of a database (a collection of data organised in a systematic manner); and
- significant investment in its creation, verification or presentation – a particularly important element in the context of establishing a database,

Protection lasts for 15 years from the creation of the database (with the possibility of renewal in the event of significant updates).

Notable Sport Examples

In Poland, league schedules, match results, rankings and statistics are collected and published by the entities organising the competitions. The entities organising these competitions may operate their own statistical platforms for the media and bookmakers, requiring licences and fees for the use of this data. This is based on database rights and licence agreements; and not only on the copyright of individual materials.

5.3 Recognising Personality/Image Rights

In Poland, image rights and other personal rights (including the right to a name, pseudonym and likeness) are recognised and protected primarily under civil law, notably the Civil Code, copyright legislation and personal data protection regulations. An individual's image is treated as a personal right, alongside elements such as reputation, dignity and privacy.

Under Polish copyright law, the dissemination of an image generally requires the consent of the person depicted. Exceptions apply, for example, to widely known persons in connection with the performance of public functions or where a person constitutes only a detail of a larger scene (eg, a crowd or public event).

The use of an image may also involve the processing of personal data. Accordingly, the GDPR and the Polish Personal Data Protection Act apply where the image allows identification of the individual, requiring a valid legal basis for such processing.

Polish sports law introduces specific rules concerning the commercial use of athletes' image rights in connection with national representation. Members of national teams grant the relevant Polish sports federation exclusive rights to use their image in the national team uniform, while members of the Olympic team

grant equivalent rights to the Polish Olympic Committee. These rights may be commercially exploited in accordance with federation or Olympic regulations.

This mechanism centralises certain marketing rights connected with national representation while leaving athletes free to commercially exploit their image outside the context of national team participation.

5.4 Protecting Personality/Image Rights

The Polish legal system does not recognise the doctrines of customary law as understood in common law. However, their functional equivalents exist in statutory provisions and are widely used in practice, especially in sports.

This applies in particular to the protection of athletes against unauthorised commercial use of their images.

In Polish law, protection corresponding to common law doctrines stems mainly from:

- provisions on personal rights (Civil Code) or image protection under the IP Rights Act;
- image rights as personal data;
- provisions on combating unfair competition; and
- regulations on trade mark registration, in particular the Act of 30 June 2000 on Industrial Property Law.

The protection of athletes' image is based primarily on regulations concerning personal rights, image rights, and combating unfair competition, which effectively prevent impersonation and unauthorised commercial use of athletes' identities by third parties.

In practice, athletes often also strengthen protection by registering their name or nickname as a trade mark or protecting their personal logo and branding elements (as discussed in relation to Robert Lewandowski and Iga Świątek in **5.1 Trade Marks**). This allows them to act on the basis of industrial property law, similar to common law systems.

5.5 Licensing

Sports bodies/teams/athletes can commercially exploit their intellectual property primarily through licensing agreements. This applies to industrial property rights, copyrights, and image rights.

Professional sports entities primarily license:

- trade marks and branding – including club names, crests, league and federation logos, and team markings;
- rights to broadcast sporting events, rights to rebroadcast and highlight reels, and rights to digital content;
- image rights of athletes – athletes may (i) independently grant licences for the use of their image, (ii) transfer rights to clubs in contracts, (iii) enter into individual sponsorship agreements; and
- IP rights – video materials, photographs, graphics, and promotional content.

Licensing is the primary mechanism for the commercial use of intellectual property in sport. In professional sport, it covers a wide range of rights, in particular trade mark rights, rights to broadcast sporting events, and athletes' image rights. In amateur and academic sport, it is usually more limited in scope, local in nature, and sponsorship based.

5.6 Assignment of IP Rights

In Poland, the transfer of intellectual property rights to third parties is generally permissible, but is subject to significant statutory restrictions, which vary depending on the type of right.

The most important of these are the non-transferability of moral rights and image rights, formal requirements for the transfer of economic copyrights, and registration obligations when transferring industrial property rights.

5.7 Data in Sport

Sports data plays an increasingly important role in sports management, media, marketing and sports technology, generating significant commercial value through licensing, analytical services and data-driven business models.

The commercial use of sports data is subject to several legal constraints, including personal data protection under the GDPR, image rights, database rights and the regulatory frameworks of sports federations. Certain categories of data, particularly athletes' bio-

medical data, are subject to enhanced protection standards.

In practice, sports data in Poland is used primarily for sports management and performance analysis, including athlete performance monitoring, training optimisation, injury prevention, scouting and transfer decision-making. It is also widely used in media coverage to generate live statistics and expert analysis, as well as in marketing activities and fan engagement strategies.

From a commercial perspective, sports data creates opportunities in several areas. These include the sale and licensing of sports statistics to media organisations, analytics providers and betting operators, as well as the use of data to enhance sponsorship value and support the development of sports technologies.

5.8 Data Protection

The processing of sports-related data is primarily subject to personal data protection regulations, in particular EU regulations (ie, the GDPR) but also national legal regulations such as the Personal Data Protection Act. In addition, the following apply:

- sectoral regulations (eg, concerning the safety of mass events); and
- sports federation regulations.

Impact of the GDPR on the Sports Sector

The GDPR has had a significant impact on the functioning of sport, particularly in the following areas.

- *Management of player data*- Clubs have had to introduce data protection policies, restrictions on access to medical data, and IT security procedures.
- *Sports marketing* – Including the creation of fan databases, sending newsletters, and marketing profiling. Clear consent and transparency have become mandatory.
- *Broadcasting and monitoring* – Additional obligations have been introduced for stadium monitoring systems and sports event broadcasts.

6. Dispute Resolution

6.1 Role of National Court Systems

In Poland, state courts play a complementary role to dispute resolution mechanisms operating within sports structures. Sports disputes are primarily addressed through internal mechanisms established by sports organisations; however, national courts retain jurisdiction to review legal matters and to adjudicate civil and commercial disputes, including property-related claims.

In practice, Polish sports federations operate extensive internal systems for dispute resolution and disciplinary liability within their respective disciplines. These systems commonly include:

- internal arbitration bodies functioning within sports structures (eg, in football or speedway); and
- disciplinary bodies responsible for enforcing sporting regulations.

Such mechanisms constitute the primary forum for resolving sport-specific disputes.

Independently of internal federation systems, the Polish Sports Act provides for the Court of Arbitration for Sport at the Polish Olympic Committee. This body operates as a permanent arbitration court acting under the principles set out in the Polish Code of Civil Procedure.

Polish law does not establish a uniform statutory obligation to exhaust all internal remedies before bringing a claim before state courts. In practice, however, such an obligation may arise:

- from the statutes and regulations of Polish sports federations; or
- from arbitration clauses accepted by participants in sport.

6.2 ADR Mechanisms

In practice, sports disputes in Poland are primarily resolved outside state courts through alternative dispute resolution (ADR) mechanisms operating within sports organisations or through arbitration. This model reflects the principle of autonomy of sport and results

from statutory regulations as well as the internal rules of national and international sports federations.

Within the exclusive competence granted to them under the Polish Sports Act to establish and implement sporting, organisational and disciplinary rules (with the exception of anti-doping matters), Polish sports federations develop their own systems for dispute resolution and disciplinary enforcement.

These mechanisms typically cover:

- licensing disputes and eligibility to participate in competitions;
- contractual disputes; and
- disciplinary matters.

In practice, participants in sport are required to use these internal procedures on the basis of federation statutes and regulations.

Independently of internal federation mechanisms, the Court of Arbitration for Sport at the Polish Olympic Committee operates as a permanent arbitration court under the Polish Sports Act. The Court is competent to hear disputes:

- falling within its jurisdiction on the basis of an arbitration agreement, including arbitration clauses contained in the statutes of Polish sports federations or in the corporate regulations of other sports organisations, or on the basis of a separate arbitration submission; and
- arising from appeals against final disciplinary decisions issued by Polish sports federations.

The principal legal acts governing sports dispute resolution include:

- the Polish Code of Civil Procedure – regulating arbitration and mediation;
- the Polish Sports Act – granting regulatory and disciplinary powers to Polish sports federations;
- the Polish Act on Combating Doping in Sport – granting the POLADA authority to establish and enforce anti-doping rules in Poland.

6.3 Sanctions, Remedies and Challenges

Polish sports federations exercise broad regulatory powers derived from the Polish Sports Act as well as their internal statutes and regulations. Within the framework of sports autonomy, these bodies are authorised to establish and enforce both sporting and financial sanctions applicable to participants in the sports system.

Under the Polish Sports Act, disciplinary regulations adopted by Polish sports federations may provide, in particular, for the following sanctions:

- warnings;
- reprimands;
- suspensions;
- temporary or lifetime disqualification;
- financial penalties;
- relegation of a team to a lower competition division;
- removal from federation membership; and/or
- expulsion from the federation.

A party dissatisfied with a decision issued by a Polish sports federation typically has the right to lodge an internal appeal within the organisation. In practice, exhaustion of internal remedies is usually a prerequisite for further challenges.

Subsequently, final decisions of Polish sports federations may be appealed to the national sports arbitration body (the Court of Arbitration for Sport at the Polish Olympic Committee) or, in certain circumstances, to state courts.

7. Employment Contracts and Rights

7.1 Sports-Related Employment Contracts

Polish law does not recognise a specific legal category of a “sports contract”. The legal relationship between athletes and sports organisations therefore depends on the level of professionalisation of the discipline. In practice, athletes are most commonly engaged under civil law agreements for the provision of sports services (governed by the Civil Code), which regulate both sporting performance and promotional or image-

related obligations. Employment contracts under the Labour Code are legally possible but relatively rare.

The appropriate contractual form is assessed on a case-by-case basis, taking into account both the internal regulations of a given sport and the actual manner in which the athlete performs their duties.

Central contracts concluded directly between national federations and athletes are not common in Poland and typically arise only in limited situations, such as federation support programmes or in preparation for major competitions. Similarly, salary cap systems are not widely implemented, although certain disciplines apply limited remuneration-related mechanisms (eg, point-based remuneration limits in speedway). In practice, financial oversight is exercised mainly through licensing systems and financial stability requirements.

Although Polish law does not treat sports competition law as a separate regulatory category, sports organisations may be reviewed under general competition law by the President of the Office of Competition and Consumer Protection (UOKiK). Investigations have concerned issues such as centralised media rights sales, collective management of commercial rights by leagues and restrictions affecting market access for organisers or broadcasters.

Potential competition law risks include collective remuneration rules, transfer regulations affecting athlete mobility and agreements between clubs regarding employment conditions. Regulatory practice indicates that UOKiK – similarly to other EU authorities – will recognise the specific nature of sport when assessing such arrangements.

A notable recent case involved a finding that a federation and a professional league organiser had entered into an anticompetitive agreement by setting maximum remuneration levels for athletes. Although financial penalties were initially imposed, the decision was later overturned following judicial review.

7.2 Employer/Employee Rights

Sports organisations in Poland, including national federations, clubs and professional leagues, are generally subject to ordinary employment law rules where

employment relationships exist. In practice, however, athletes are most commonly engaged under civil law agreements for the provision of sports services governed by the Civil Code. Employment contracts are used more frequently for coaching staff and administrative personnel.

Where the actual manner in which duties are performed reflects the characteristics of an employment relationship – such as subordination, continuity of work and managerial supervision – labour law provisions may apply regardless of the contractual form used by the parties. Courts assess the substance of the relationship rather than its formal designation.

Employment-related disputes in sport most commonly concern the termination of contracts with coaches or technical staff, remuneration claims and disputes regarding the recognition of an employment relationship where an athlete formally performed under a civil law contract. Such cases are resolved by labour courts under general procedural rules.

7.3 Free Movement of Athletes

There is no statutory provision in Polish law expressly prohibiting sports organisations from introducing limits on foreign players. However, the ability to apply such restrictions is significantly constrained by European Union law, in particular the principles of free movement of workers.

As a general rule, sports organisations may not impose quantitative restrictions on players who are nationals of EU or EEA member states. In practice, this means that “foreign player” limits should not apply to EU/EEA nationals.

Restrictions concerning players from outside the EU are, in principle, permissible, provided that they arise from the internal regulations of the relevant Polish sports federation. In many Polish professional leagues, rules are in place limiting the number of non-EU players who may be included on the field or in the match-day squad.

In practice, the design and enforcement of such restrictions must remain consistent with EU law and the case law of the Court of Justice of the European

Union, which requires sporting rules to pursue legitimate sporting objectives and to remain proportionate to those aims.

8. Women's Sport

8.1 Development and Growth of Women's Sport

Women's sport in Poland has developed unevenly across disciplines but has recently experienced increasing professionalisation, improved marketing standards and growing interest from sponsors and broadcasters. Women's football has seen particularly strong growth in visibility and attendance, while greater media exposure has also been observed in women's handball, basketball and volleyball.

A significant regulatory development is a proposed amendment to the Polish Sports Act aimed at strengthening the institutional position of women in sports governance and improving support mechanisms for female athletes. The draft legislation introduces gender representation requirements within the governing bodies of Polish sports federations. Management boards composed of two to five members would be required to include at least one woman and one man, while in larger boards each gender must represent at least 30% of members. Similar rules would apply to supervisory bodies. The proposal also introduces enhanced protection for athletes during pregnancy and after childbirth, including extending the period during which female athletes receive funding after childbirth from six to 12 months and increasing benefit levels.

The growth of women's sport in Poland has also been driven by the international success and commercial visibility of leading athletes. This trend is reflected in the results of Poland's most prestigious sports poll (the *Przegląd Sportowy* Sports Personality of the Year), where female athletes have won consecutive editions between 2022 and 2025: Iga Świątek (tennis) in 2022 and 2023, Aleksandra Mirosław (sport climbing) in 2024 and Klaudia Zwolińska (canoe slalom) in 2025. These results illustrate the growing mainstream recognition and commercial attractiveness of women's sport in Poland.

8.2 Organisations and Initiatives to Promote Women's Sport

In Poland, the development of women's sport is supported through a combination of governmental programmes, federation-led initiatives and grass-roots projects aimed at increasing participation and strengthening professional pathways.

A notable initiative is the government-funded programme supporting women's football training introduced by the Ministry of Sport and Tourism. The programme targets academies operating within top-tier and first-division women's clubs and focuses on improving youth development systems, organisational stability and long-term professionalisation of the discipline. At federation level, the Polish Football Association has implemented grant-based programmes supporting women's clubs, including funding for training activities, the creation of new women's sections and promotional initiatives aimed at increasing participation.

Broader participation programmes promoting physical activity among children and young people also indirectly support women's sport by improving access to infrastructure and organised training environments at local level.

From a regulatory perspective, proposed amendments to the Polish Sports Act aimed at strengthening female representation in sports governance and improving welfare protections for female athletes, including pregnancy-related support, illustrate a broader policy shift towards institutional equality in sport.

The development of women's sport in Poland also benefits from non-governmental initiatives. For example, the Polish Association of Women's Sport promotes women's participation and supports female athletes, while the nationwide project "A Woman's Perspective on Management in Sport" (2022–2024) provided training and leadership programmes aimed at increasing women's representation in sports management.

9. Esports

9.1 Development and Growth of Esports

Poland is considered one of the more developed esports markets in Central and Eastern Europe, combining participation in professional international club competitions with a growing national organisational framework. The market includes both high-level professional competition and an expanding amateur, academic and youth ecosystem.

Polish law does not currently provide a dedicated legal framework for esports. In practice, esports activities operate under general provisions of civil law, commercial law and intellectual property law. Esport is not expressly recognised as a sport under the Polish Sports Act, although amendments extending the statutory definition of sport to include intellectual activity have opened the possibility of interpreting esports within that framework. Legislative work aimed at introducing esports-specific regulation is currently under consideration.

From an organisational perspective, the Polish Esports Federation holds the authorisation to represent the country on the international stage (in the form of the Polish Esports National Team) granted by the Chancellery of the President of the Republic of Poland. It is also a member of the Polish Olympic Committee and co-operates with public institutions and sports organisations. In addition, the European Esports Federation, bringing together more than 40 national federations, is headquartered in Warsaw.

Key legal challenges include the unclear legal status of esports under sports law, dependence on intellectual property rights held by game publishers, the absence of a universally recognised international esports federation, contractual issues concerning player status (including minors) and integrity risks such as match-fixing, betting-related issues and forms of “digital doping”. Governance standards are often adapted from traditional sport, although the sector remains largely self-regulated.

9.2 Key Trends and Notable Deals in Esports

The Polish esports market has in recent years shown a clear trend towards further professionalisation and

institutionalisation. A key element of this process is the ongoing work of a task force established by the Ministry of Digital Affairs, aimed at developing dedicated legal solutions intended to systematise the market and create organisational, legal and financial frameworks more closely aligned with those operating in traditional sports.

Another noticeable trend is the growing use of esports as an interdisciplinary tool for developing skills among young people and increasing their competitiveness in the labour market. In practice, this includes initiatives targeted at specific groups, such as esports programmes for military personnel and educational or rehabilitation-focused esports projects implemented in youth correctional facilities.

In addition, increasing interest from major international organisers of club-based esports competitions has contributed to the continued expansion of Poland as a location for hosting large-scale esports events. A notable recent development was the relocation of one of the largest club-level esports tournaments from Katowice to Kraków, highlighting growing competition between Polish cities to host major esports events.

10. NFTs, AI and the Metaverse

10.1 Non-Fungible Tokens (NFTs)

The NFT market in Poland is still relatively early in its development compared to major global hubs. While global NFT activity remains significant, Poland’s portion of the market is much smaller.

At present, NFTs are not subject to a dedicated national legal framework and – provided they are genuinely unique and do not perform financial or investment functions – they generally fall outside the direct scope of the Markets in Crypto-Assets Regulation (MiCA).

However, various general legal provisions may apply, depending on the structure and features of a particular NFT project. In practice, this means that the legal status of NFTs in Poland is currently assessed on a case-by-case, functional basis, rather than under a dedicated, uniform statutory regime, which creates a degree of legal uncertainty and regulatory risk for

market participants, particularly in projects operating near the boundaries of financial or investment activity.

Polish sports organisations are beginning to use NFTs to engage fans and create digital collectibles. Examples include the Polish Volleyball League, offering season-themed NFTs with VIP perks, and the Poland Business Run, issuing NFT medals as digital certificates.

In 2026, the Polish Olympic Committee in co-operation with zondacrypto, implemented an innovative athlete reward programme based partly on blockchain technology. Under this model, Polish Olympic medalists receive financial bonuses consisting of both traditional cash payments and digital TMPL tokens. The initiative represents one of the first examples globally of integrating tokenised assets into elite sports funding structures, extending financial support not only to medallists but also to athletes placing between fourth and eighth.

10.2 AI

The most important legal framework governing AI in Poland today is the EU Artificial Intelligence Act (the “AI Act”). Poland is currently preparing its national AI legislation to support enforcement and oversight of AI systems under the EU framework, including plans for dedicated regulatory bodies and sandbox environments for innovation. The lack of national regulations may cause some uncertainty as to the possibility/legality of using AI in particular situations.

Organisations in Poland must already comply with the EU AI Act and other applicable EU rules such as the GDPR that continue to govern personal data processing in AI systems.

Polish sports organisations are increasingly adopting AI to enhance player performance, tactical analysis and fan engagement. Clubs like GKS Tychy use AI for performance optimisation, while the Polish Handball Superliga and Polish Handball Federation employ AI-powered video and tactical analysis to support coaching and scouting. Start-ups such as ReSpo.Vision provide advanced 3D tracking and data insights, and broadcasters like TVP Sport leverage AI to automatically generate real time highlights.

These initiatives show that AI in Poland is being applied across performance, analytics and the fan experience, laying the foundation for innovation and data driven decision-making in sport.

10.3 The Metaverse

In Poland, the metaverse is still at an early stage of its development/market penetration, but there are concrete pilots and initiatives exploring its use. Polish sport tech initiatives like Zetly or Mazer, working with technology partners, plan to integrate metaverse elements with club NFT marketplaces, gamification, and community experiences – allowing fans to collect digital assets, participate in virtual events and interact with digital spaces tied to real clubs.

A good example of local metaverse use in the sports industry is the idea of the “SPORT Metaverse”. The SPORT Metaverse is a pilot programme aimed at building virtual 3D stadium environments and fan spaces that combine NFTs with digital experiences, allowing clubs to monetise digital engagement and offer new ways for fans to interact with teams.

These examples show that metaverse use in Poland is mostly experimental and strategic, not yet widespread but growing across sectors.

In Poland, there is no dedicated legal framework specifically for the metaverse. Instead, traditional laws – including intellectual property, civil and commercial law, and EU level data protection rules such as the GDPR – apply to virtual worlds and related activities.



Law and Practice

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desks. Sérvulo plays a key role in sports law, offering a cross-disciplinary legal approach across contract, labour, commercial, administrative and tax law. The firm has extensive experience in advising athletes, administrators, clubs and federations, as well as event promoters, equipment manufacturers, investors, sponsors and media outlets. Sérvulo's team remains attuned to sector developments, providing comprehensive legal support tailored to the unique dynamics of the sports industry.

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1. Athlete Conduct, Integrity and Enforcement

1.1 Anti-Doping Regimes

The use and trafficking of prohibited substances or methods are forbidden and sanctioned under Portuguese law. All events are subject to Law No 81/2021 of November 30th, which approved the new Anti-Doping Law in Sports in Portugal and incorporates into the Portuguese jurisdiction the rules and procedures of the World Anti-Doping Agency (WADA).

One of the most significant changes introduced by Law No 81/2021 is the establishment of a regime of strict liability for athletes, according to which the violation of anti-doping rules by an athlete no longer depends on proof of the athlete's personal fault, whether intentional or negligent, with respect to the use of prohibited substances or methods.

The Portuguese Anti-Doping Authority (ADoP) is the entity with authority to control and implement relevant measures and procedures in the context of the fight against doping in Portugal. Notably, the list of forbidden substances and methods is subject to annual review by ADoP, with subsequent approval and publication by the government.

Pursuant to the Anti-Doping Law in Sports, the infringement of anti-doping rules may be sanctioned as a criminal offence (with penalties of up to five years of imprisonment), an administrative offence (subject to a fine of up to EUR9,996) and a disciplinary offence (subject to suspension of up to 25 years). There is the possibility of entering into a settlement agreement, which may be requested by the athlete or another

person before ADoP, with ADoP agreeing to reduce the period of suspension based on an assessment conducted jointly by ADoP and WADA.

There are no significant doping cases in Portugal.

1.2 Misconduct and Match-Fixing

Law No 14/2024 of January 19th establishes the legal framework for the integrity of sports and the fight against anti-sporting conduct, which has been a growing concern worldwide, especially as the turnover of territorially based and online sports betting grows.

Regarding match fixing and the manipulation of sports results, Law No 14/2024 establishes that the use of means aiming to artificially alter the results of sports events is considered a criminal offence punishable by imprisonment for up to eight years.

Match fixing may also lead to the application of ancillary penalties, such as suspension from sports competitions for up to three years, privation of the right to receive public subventions and a prohibition on performing sporting duties for up to five years.

Mandatory reporting is also imposed whenever sports agents become aware of or suspect anti-sporting conduct contrary to the values of truth, fairness and correctness and likely to fraudulently alter a sports competition or its result. They must immediately report it to the Public Prosecutor's Office.

Law No 14/2024 also stipulates the creation of a platform to monitor the manipulation of evidence, with experts appointed by the Attorney General's Office, the Judiciary Police, the Portuguese Olympic Commit-

tee and the Portuguese Football Federation, among others, and handing co-ordination over to the Anti-Corruption Unit of the Judiciary Police.

1.3 Betting-Related Offences

Betting on sports is not a prohibited practice and is subject to regulation in Portugal. Decree-Law No 422/89 of December 2nd, which establishes the legal framework for gaming in Portugal, is applicable, as are the Online Gambling and Betting Act, Decree-Law No 67/2015 of April 29th (approving the legal framework for land-based fixed-odds sports betting) and Decree-Law No 68/2015 of April 29th (approving the legal framework for land-based horse race betting).

Santa Casa da Misericórdia, a lottery-funded company that operates under the oversight of the Ministry of Social Affairs, has the exclusive right of exploitation and operation in relation to betting on sports events on a territorial basis.

The right to exploit online gambling and betting on sports events is reserved for the State; however, under certain conditions, it can be the subject of a licensing agreement with the government.

Sports governing bodies share information with sports betting operators and criminal investigation authorities. The disciplinary regulations of some sports also contain details of betting-related offences for relevant individuals.

1.4 Disciplinary Framework

In Portugal, disciplinary proceedings against athletes for doping, integrity or betting offences are conducted by the relevant sports governing body in accordance with national federation rules, the Portuguese Institute for Sport and Youth (IPDJ), and applicable international standards such as the World Anti-Doping Code. The process typically involves:

- detection and notification of the alleged offence;
- a formal investigation including evidence collection;
- issuance of a statement of allegations; and
- a hearing where the athlete can respond.

Following adjudication, sanctions may include:

- suspension;
- fines;
- disqualification of results; or
- remedial measures.

Athletes may appeal internally within the federation or externally to the Court of Arbitration for Sport (CAS). Notable examples include doping suspensions under Anti-Doping Portugal rules and match-fixing or betting-related penalties in Portuguese professional football, often resulting in fines or point deductions.

2. Commercial Rights

2.1 Sports-Related Rights

As with other countries that are members of the European Union (EU) and the World Trade Organization (WTO), the Portuguese jurisdiction allows for exploitation of patents, trade marks, merchandising, copyrights, broadcasting rights, sponsorship, image, hospitality and ticketing rights.

Pursuant to Decree-Law No 28/84 of January 20th, tickets for an event cannot be resold at a higher price than the price fixed by the event promoter or organiser. As such, grey market sales may be deemed a criminal offence subject to a penalty of imprisonment for up to three years. In addition, some organisers may contractually impose on purchasers a general prohibition from reselling tickets on the grey market.

A rights-owner may license or sell its rights through a written contract, in which it is mandatory to identify the parties and the scope of the agreement, including a list of the rights licensed or sold, as well as the price. In the case of a licence agreement, the agreement must state whether the licence is exclusive or not.

2.2 Sponsorship Terms

In Portugal, sponsors use sport to enhance brand visibility and engage audiences through stadium signage, naming rights, digital content, broadcast integration, social media campaigns and experiential marketing. Sponsors may also access aggregated or anonymised fan and ticketing data, subject to General Data Protection Regulation (GDPR) compliance.

Sports rights-holders attract sponsor investment by offering event, entity and digital/multimedia rights, including hospitality and VIP packages, emphasising the reach, media exposure and fan engagement of their competitions or teams.

Standard sponsorship contracts typically cover the scope of rights (logo, naming, content, data), duration and exclusivity, financial terms (fees, payment schedules, performance bonuses), deliverables and obligations (branding, digital content, hospitality), data use compliance, termination clauses (breach, insolvency, force majeure), liability and indemnity, and intellectual property and publicity rights.

2.3 Broadcasting Rights

The owner of the broadcasting rights varies depending on the type of sport in question. For example, in futsal and hockey, the respective sports federations are the exclusive owners of the broadcasting rights of all matches played in the various competitions. Therefore, the commercialisation of these rights is undertaken by the sports federations, which can transfer or license the rights through written agreements.

Conversely, in football, the ownership of television and multimedia broadcasting rights for matches in the first and second national leagues for men's football belongs to the sports clubs or sports companies who participate in these competitions. Although currently Portuguese sports clubs in professional competitions sell these rights individually, as of the 2028/2029 sports season, such rights will have to be jointly sold in terms to be defined by the Portuguese Football Federation by the end of the 2025/2026 sports season, subject to approval by the Portuguese Competition Authority, as set out in Decree-Law No 22-B/2021 of March 22nd.

3. Sports Events

3.1 Proprietary Rights and Event Management

Pursuant to the Basic Law of Physical Activity and Sports and Decree-Law No 248-B/2008, apart from organising and regulating professional sports competitions, sports federations and professional club leagues may also act as promoters of sports events,

as can sports companies and sports clubs, according to Law No 39/2009 of July 30th, which provides the Legal Framework Against Racism, Xenophobia and Intolerance at Sports Events.

For spectators to attend live sports events, a contract must be concluded between them and the sports promoter. This contract is not required to be in written form, but the promoter is required to provide the spectator with a physical or electronic ticket containing the most relevant clauses of the contract, such as:

- identification of the sporting venue and of the sports event;
- identification of the organiser and promoter of the event; and
- identification of the entrance door to the venue, sector, row and seat, as well as a plan of the venue and the point of access.

For the purposes of the contract concluded with the sports event's promoters, the spectator is generally qualified as a consumer and is therefore protected by Portugal's consumer protection law, Law No 24/96 of July 31st. However, there may be cases where the spectator does not qualify as a consumer (eg, if the "spectator" is in fact a company that buys the tickets to provide them to its employees, as in that case the services are acquired for professional purposes).

3.2 Duty of Care and Liability

Under Law No 39/2009, sports events organisers are obliged to adopt regulations regarding the prevention and punishment of manifestations of violence, racism, xenophobia and intolerance. If organisers fail to comply with this obligation, they will be prevented from benefiting from public support and may have their sporting public utility status suspended until compliant; furthermore, they may be liable for an administrative offence.

The above-mentioned legislation imposes on promoters of sports events the obligation to:

- approve internal regulations regarding security and the use of publicly accessible spaces;

- take the measures necessary to ensure the safety of the sports venue and the adjacent space (safety rings);
- apply sanctioning measures to associates involved in public order disturbances, preventing their access or requiring their expulsion from the sports venue;
- designate a security manager and a supporter liaison officer; and
- ensure the presence of a security manager and private security personnel at qualified high-risk sports events.

It is an administrative offence if the promoter fails to comply with its obligations; the promoter may incur a fine of up to EUR200,000, with an ancillary penalty requiring sporting events to be held behind closed doors or a ban imposed with special conditions of access and restrictions on supporters of the relevant sports venue for up to 12 fixtures.

In addition, the administrative procedure may be initiated ex officio by the competent authority, the Authority for the Prevention and Combating of Violence in Sport.

Liability cannot be excluded.

Athletes may be liable to spectators for any negligent or intentional conduct.

Law No 39/2009 imposes obligations of co-operation on the spectator with regard to the safety conditions of the sports venue and sports event – namely obligations to:

- not enter the stadium if they are under the influence of drugs or have a blood alcohol level higher than 1.2g/l;
- not carry objects that may generate acts of violence;
- not display racist or xenophobic messages nor to chant content of this kind;
- not throw objects; and
- comply with the regulations adopted by the organiser and the promoter.

If the spectators fail to comply with their obligations, this is an administrative offence punishable with a fine of up to EUR10,000, with an ancillary penalty of restricted access to sports venues.

Law No 39/2009 also provides for a criminal regime applicable to spectators, penalising:

- damage to facilities, equipment or any other assets;
- participation in riots during travel to or from sports events;
- throwing of liquid products;
- invasion of sports event areas; and
- rioting.

4. Corporate Structures

4.1 Legal Forms of Sporting Bodies

According to Law No 5/2007 of January 16th (the Basic Law of Physical Activity and Sports), Portuguese sports clubs are constituted as non-profit private associations with the purpose of directly promoting and practising sports.

Sports clubs that intend to participate in professional sports competitions must incorporate sports companies, which are currently governed by Law No 39/2023 of August 4th.

Sports companies may adopt the legal form of public limited sports companies (SAD), single-member private limited liability companies (SDUQ) and sports private limited company (SDQ). They are subject to the general rules applicable to these types of companies established by the Portuguese Companies Code and to the specific rules set out in Law No 39/2023.

Sports companies choose a specific corporate structure based on their objectives, regulatory obligations, financial strategy and level of professionalisation. SADs are typically chosen by clubs seeking access to capital markets, external investment and broader financing options, given their share capital structure and enhanced governance requirements. SDUQs allow clubs to retain full control over the professional activity while benefiting from the limited liability and

organisational flexibility of a private company. SDQs offer a balanced model, enabling shared ownership, private investment and operational efficiency, while maintaining a close link to the founding sports club.

As to the method of incorporation, sports companies can be founded either from scratch, by transformation of an existing sports club or by the legal personalisation of a team that participates, or intends to participate, in sports competitions.

Non-professional sports clubs can also be incorporated as a sports company, but it is not mandatory as they do not participate in professional sports competitions.

Sports federations assume the legal form of non-profit private associations with a sports public utility status. This status grants sports federations competence for the exclusive exercise of regulatory, disciplinary and other powers of a public nature to the extent that they are a manifestation of the constitutional duty of the State to promote, stimulate, guide and support the practice and dissemination of physical culture and sports.

4.2 Corporate Governance Codes Corporate Governance

In accordance with Law No 14/2024 of January 19th, sports federations, sports companies and sports clubs are obliged annually to promote training with the purpose of making all sports agents aware of the values of truth, fairness and correctness, and to prevent actions that may fraudulently alter the results of the competition.

Sports federations, sports companies and sports clubs must have organised accounting according to the rules of the official Accounting Standards System.

Sports companies are subject to specific rules set out in Law No 39/2023, such as:

- minimum share capital limits depending on the sports modality and league division in which the company participates and the legal form used;

- prohibition against sports companies participating in the capital stock of a company of identical nature;
- mandatory full-time commitment of executive directors;
- a special regime concerning incompatibilities and independence of directors and managers of sports companies;
- prohibition against members of the governing bodies of sports federations or associations of clubs of the same sport, professional players, coaches and referees in the sport being directors or managers of sports companies; and
- limitations on the exercise of rights of shareholders who hold shares in more than one public limited sports company working within the same sport modality.

As for sports federations, there are specific rules concerning the exercise of the mandate of the members of the governing bodies, such as prohibitions on holding another position in the federation or holding such positions as club or association manager, referee, judge or coach. The term of office is for a maximum of four years.

Non-compliance with governance requirements may result in disciplinary sanctions, including fines of up to EUR500,000 and sporting sanctions.

While Portuguese insolvency law applies equally to sports organisations, professional sport introduces additional consequences. In particular, entry into insolvency proceedings may affect licensing eligibility, and failure to meet financial obligations (eg, towards players, staff or tax authorities) can result in points deductions, transfer embargoes or exclusion from competitions.

Corporate Liability

According to the specific provisions of Decree-Law No 248-B/2008, the liability of sports federations, the members of their bodies, employees, legal representatives or agents for actions or omissions carried out in the exercise, and with the prerogatives, of public power is governed by Law No 67/2007 of December 31st, which establishes the regime of non-contractual liability of the State and other public entities. Pursuant

to this legislation, sports federations are exclusively liable for acts carried out with slight fault by the members of their bodies, employees, legal representatives or agents. As for acts committed by those persons with intent or serious fault, the sports federations and the members of their bodies, employees, legal representatives or agents are jointly and severally liable.

Conversely, the liability of sports federations, the members of their bodies, employees, legal representatives or agents for actions or omissions carried out outside the exercise of public power is governed by the general civil liability rules of the Portuguese Civil Code. The members of the sports federations' bodies, employees and legal or auxiliary representatives are also civilly liable before the sports federations for damage caused by breaches of their legal or statutory duties.

The liability of managers and officers for the actions and omissions of a sports club is also governed by the general civil liability rules of the Portuguese Civil Code.

As for the liability of managers and officers of sports companies, general rules on directors' liability set out in the Portuguese Companies Code apply. The Portuguese Companies Code establishes three types of managers' and officers' liability:

- liability towards the company;
- liability towards the company's creditors; and
- liability towards the shareholders and third parties.

Such statutory liability is assumed in the following circumstances:

- a breach of legal duties intended to protect the company, the company's creditors or the shareholders and third parties;
- where the breach is with fault (fault is presumed in the case of liability towards the company);
- where the breach causes damage to the company, the company's creditor or the shareholders and third parties; and
- where there is a causal link between the breach of duties and the damage caused.

Sports organisations as well as their managers and officers may be held criminally liable for committing the crimes set out in Law No 14/2024. The criminal liability of managers and officers of a sports organisation implies that they are the authors of the criminal offence imputed to the sports organisation.

Under certain circumstances, managers and officers of a sports organisation are subsidiarily liable for the payment of fines and compensation to which the sports organisation is sentenced. This will be the case, for example, if the crime was committed without their express opposition while they were in office.

4.3 Sport Funding

Sport in Portugal is mainly funded from central government resources by agreements negotiated and signed with each sports federation. It is possible for sports organisations to have other revenue streams, such as sponsors.

5. Intellectual Property, Data and Data Protection

5.1 Trade Marks

In Portugal, trade marks are registered through a formal application submitted to the National Institute of Industrial Property (INPI). The application must identify the applicant, include a clear representation of the mark, and specify the goods and services covered using the Nice Classification. Once filed, the INPI examines the application to ensure that the mark is distinctive, lawful and does not conflict with earlier rights. Approved applications are published, after which third parties have two months, extendable by one month, to oppose the registration.

Certain signs cannot be registered, including those that lack distinctiveness, are purely functional, descriptive, generic, deceptive or offensive, or are contrary to public order or morality. Registration is also refused for unauthorised use of official or protected symbols, conflicts with earlier or well-known marks, infringements of personal rights, or violations of protected geographical indications.

The advantage of registration is that it grants the owner exclusive rights to use the mark for the registered goods and services, the ability to prevent unauthorised third-party use, and access to civil and criminal enforcement measures.

In Portugal, prior use of a trade mark is not required for obtaining registration, as rights arise from registration rather than use. However, a registered mark must be genuinely used within five consecutive years or may be revoked for non-use.

Portugal's major sports clubs customarily maintain extensive and continuously managed trade mark portfolios covering (inter alia) club names, logos, merchandising trade marks, and the denominations of sporting events (such as the Eusébio Cup). Portuguese football clubs such as Benfica and Sporting were ranked among the most valuable football brands worldwide in 2025.

5.2 Copyright/Database Rights

Portugal recognises copyright law through statute, primarily under the Copyright and Related Rights Code (Decree-Law No 63/85).

Copyright protection applies automatically to works that are original intellectual creations reflecting the personal imprint of a human author, and that are expressed in a concrete form capable of being perceived or reproduced, as copyright does not protect mere ideas or concepts. The protected subject matter must fall within the literary, scientific or artistic fields, which are interpreted broadly and include works such as books, music, films, software, speeches, and certain industrial designs with artistic value.

Registration is not required for copyright protection to arise, as rights exist from the moment the work is created, regardless of publication or disclosure. However, voluntary registration can provide practical benefits, particularly as evidence of ownership, a legal presumption of authorship and increased legal certainty in licensing, assignment or dispute situations.

Moreover, Portuguese law recognises several defences to copyright infringement, including statutory

exceptions that allow limited use for purposes such as:

- private non-commercial use;
- criticism or review;
- education or scientific activities; and
- temporary technical reproductions, provided the use is proportionate and properly attributed.

Portuguese law also recognises protection for databases, granting automatic copyright protection to those that are original and creative, without any requirement for registration. As an example, the Portuguese zerozero database is worth mentioning, as it is the biggest football database that provides detailed statistics, schedules, live results, player profiles, and news covering national and international competitions. Built around contributions from a user community, it focuses primarily on football, with particular emphasis on Portuguese football, while also covering several other sports.

5.3 Recognising Personality/Image Rights

Portugal does legally recognise personality rights. This recognition exists primarily by statute.

Portuguese law treats image and name as protected personality rights grounded in the Constitution and developed in the Civil Code, which together establish that a person has control over the use of their image and name, particularly against unauthorised commercial exploitation.

Portugal is a civil law jurisdiction, so there is no free-standing common law right of publicity; instead, courts apply and interpret these statutory personality rights through case law.

5.4 Protecting Personality/Image Rights

Although Portugal, as a civil law jurisdiction, does not recognise common law as such, it incorporates concepts similar to passing off and unfair competition into its statutory legal framework to protect unregistered signs and personal attributes, including an individual's name or image.

Even without trade mark registration, Portuguese law allows actions based on unfair competition or mis-

leading commercial practices where the unauthorised use of a sign creates consumer confusion or exploits another person's reputation, enabling individuals such as athletes to act against false endorsements or implied associations.

The trade mark registration system itself includes safeguards against the misuse of personal identities. Registration of a sign containing a person's name or image generally requires that person's authorisation, and applications may be refused if the sign harms the individual's reputation or infringes their moral rights.

These protections are particularly relevant for well-known individuals, as the law also prevents the registration or use of signs that take unfair advantage of, or damage, the distinctive character or reputation of a prestigious identity or mark. Registrations obtained in bad faith or through the unauthorised exploitation of another's fame may be invalidated, and additional claims may arise in cases of dilution or tarnishment of a well-known name or image.

Moreover, where unauthorised exploitation occurs, rights-holders have access to both civil and criminal enforcement mechanisms.

5.5 Licensing

In Portugal, professional sports governing bodies can control competition-related IP, including trade marks, broadcast copyrights, databases and event rights.

Clubs own their own trade marks and content and license them for merchandising, sponsorship and digital uses, but cannot exploit competition IP independently. Professional athletes retain their personality and image rights and license their personal brands individually to sponsors or clubs on a contractual basis; these rights cannot be licensed by governing bodies without consent, except for limited collective team uses.

For non-professional or college sports bodies and athletes, IP exploitation is more limited and less commercialised. Educational institutions or amateur federations may control institutional trade marks, team names and event-related IP, but competitions are generally not monetised at the same level as professional

sports. In the same sense, non-professional athletes retain their personality and image rights as individuals, but their ability to license those rights is often constrained in practice by the absence of a developed sponsorship market.

5.6 Assignment of IP Rights

In Portugal, IP rights may generally be assigned or licensed to third parties, though both trade mark and copyright transfers are subject to formal requirements and specific limitations. Trade mark assignments must be made in writing and, to be enforceable against third parties, must be recorded with the National Institute of Industrial Property, as unrecorded transfers are only effective between the contracting parties.

Moreover, assignments may be total or partial, covering all or only some of the goods or services; where a trade mark includes a personal name, company name or trade name, the agreement must contain a specific clause addressing that transfer to be legally valid.

Copyright assignments are subject to stricter rules, reflecting the distinction between economic and moral rights. Moral rights remain with the author and cannot be transferred or waived, even where economic rights are assigned. All copyright transfers must be in writing, and a total and permanent transfer of economic rights is only valid if executed by public deed.

Partial transfers must precisely define the rights granted and their duration, territorial scope and price, and the signatures must be notarised. If a temporary transfer does not specify a duration, the law presumes a maximum term of 25 years, or ten years for photographic works or works of applied art.

5.7 Data in Sport

In Portugal, sports data is now a core part of how sports are managed and commercialised. Teams and sports bodies use GPS wearables, inertial sensors and heart-rate data to monitor training load, manage fatigue, reduce injury risk and guide return-to-play decisions, with this approach firmly embedded at an elite level.

The Portuguese Football Federation and leading clubs such as Benfica, Sporting and FC Porto combine this

physical data with video data to drive tactical analysis, opposition scouting and player recruitment, often through long-term partnerships with specialist analytics providers.

At a competition level, data is also used to protect integrity through monitoring betting patterns and match incidents, while spectator data from apps, ticketing and memberships underpins personalised fan engagement, customer relationship management (CRM) and improved matchday experiences, with clubs and other sports bodies investing heavily in digital platforms.

Emerging uses include instrumented equipment such as sensor-enabled match balls that create new real-time data feeds for broadcast and fan products, alongside the extensive use of statistics for media storytelling and sponsor valuation. Commercially, these developments create opportunities to:

- sell integrated performance and analytics solutions to clubs and academies;
- license tracking and event data to media, sponsors and betting markets;
- grow fan lifetime value through personalised digital services;
- provide integrity and compliance products;
- deploy smart-venue analytics; and
- offer consulting and training as Portuguese sports organisations continue to build internal data expertise.

5.8 Data Protection

In Portugal, sports data is governed primarily by the GDPR, supplemented by Law No 58/2019 and enforced by the Portuguese Data Protection Authority.

Much of the data used in sport – especially health, biometric and performance data collected through wearables and medical systems – qualifies as special category personal data, requiring a clear lawful basis, strict minimisation and security measures, and respect for individual rights such as access and deletion.

In practice, the GDPR has reshaped how sports organisations operate. One notable example is the

approach taken by the Portuguese football club Benfica, which redesigned its digital platforms and fan databases to make consent management explicit, allowing supporters to separately opt in or out of marketing, profiling and sponsor communications. This resulted in smaller but higher-quality datasets, with clearer proof of consent and increased trust, while limiting aggressive data monetisation.

Moreover, there has also been an effort from sports bodies in defining whether they act as data controllers or processors in their digital services, clarifying responsibilities between the league, clubs and technology providers when sharing data with broadcasters and sponsors.

6. Dispute Resolution

6.1 Role of National Court Systems

Athletes and clubs may challenge a disciplinary sanction rendered by the disciplinary council of a sports federation before the Portuguese Court of Arbitration for Sport (TAD), which was created by Law No 74/2013 of September 6th.

The final decisions of professional league bodies or other sports entities, as well as the deliberations of the disciplinary council or the decisions of the justice council of the sports federations, when issued in appeals against the deliberations of a federative body other than the disciplinary council, can also be challenged before the TAD.

However, whenever the resolution of issues arising from the application of technical and disciplinary rules directly concerning the practice of the sports competition itself is at stake, the disciplinary council's decisions may only be appealed to the justice council. Access to judicial or arbitration courts for the resolution of such issues is forbidden.

As regards the definition of issues arising from the application of technical and disciplinary rules directly concerning the practice of the sports competition itself, a teleological criterion of the function of the rules should prevail. Decisions regarding the application of rules concerning the actual practice of the sport

can only be challenged before the sports federation bodies; those rules governing aspects of the sport beyond its practice and that have a framing function in relation to public interests that are to be maintained and assured cannot be considered technical or disciplinary.

The decisions rendered by sports governing bodies within the scope of their private law competence can be challenged before the civil state courts.

6.2 ADR Mechanisms

As mentioned previously, the TAD was created by Law No 74/2013 and became effective from 1 October 2015. Its jurisdiction extends only to disputes arising after 1 October 2015, unless the parties specifically agree otherwise, and it operates in two spheres: compulsory arbitration and voluntary arbitration.

Within the scope of compulsory arbitration, the TAD has exclusive jurisdiction to resolve disputes arising from acts and omissions of sports federations, professional leagues and other sports entities, within the scope of the exercise of its corresponding powers of regulation, organisation, direction and discipline.

In the context of voluntary arbitration, all disputes directly or indirectly related to the practice of sports, which according to the general Law on Voluntary Arbitration are arbitrable, may also be submitted to arbitration before the TAD. The arbitrability criteria set out in the Law on Voluntary Arbitration consider the economic nature of the dispute.

Disputes arising from sports employment contracts concluded between athletes or coaches and agents or sports bodies may be subject to voluntary arbitration. Conversely, issues arising from the application of technical and disciplinary rules directly concerning the conduct of a sports competition itself may not be submitted to arbitration before the TAD.

The voluntary arbitration agreement must be made in writing. It can be concluded in the form of an arbitration clause, an arbitral compromise or by means of a statutory clause of the relevant sports governing body.

Decisions of the TAD rendered in compulsory arbitration proceedings may be appealed to the relevant central administrative court. On the other hand, the decisions rendered by the TAD in voluntary arbitration proceedings are not appealable, except before the Constitutional Court. Under certain circumstances (eg, where the content of the decision offends the principles of the Portuguese State regarding international public order), parties may request the annulment of an arbitral decision before the common courts.

According to Law No 74/2013, state courts are not competent to render interim measures in sports arbitration cases. However, as interim measures must be rendered within five days, the law provides that, if the arbitral panel has not yet been constituted and thus a timely decision is not possible, the President of the Southern Central Administrative Court or the President of the Lisbon Court of Appeal is competent to render the interim measures requested before the TAD.

Within the scope of voluntary arbitration, the parties are also given the option of requesting that interim measures be rendered by an emergency arbitrator in cases of special urgency. The emergency arbitrator will be appointed from among the TAD's arbitrators by the President of the TAD within two days of the submission of the request.

6.3 Sanctions, Remedies and Challenges

An arbitration award rendered by the TAD has the same enforceability as a decision rendered by the state courts. Therefore, the arbitration award may be enforced before state courts. The party seeking enforcement must provide the original award or a certified copy thereof and, if it is not in Portuguese, a certified translation into that language.

The enforcement of an arbitral award may be challenged on any of the grounds for annulment of a decision, such as that:

- the proceedings violated the principle of adversarial proceedings or the principle of equality of the parties, with a decisive influence on the outcome of the dispute;

- the award was made for a dispute not covered by the arbitration agreement or contained decisions that went beyond the scope of the agreement;
- the arbitral court awarded a higher amount than the amount claimed or made an award on a matter other than the matter claimed, or considered matters that it should not have considered; and
- the content of the award violated the principles of international public policy of the Portuguese State.

7. Employment Contracts and Rights

7.1 Sports-Related Employment Contracts

In Portugal, the relationship between sports organisations and professional players is generally structured as an employment relationship, with athletes classified as employees under Law No 54/2017, supplemented by the Labour Code.

Contrary to the general rule set out in the Labour Code, athletes' employment contracts must be made in writing and are subject to mandatory registration with the relevant sports federation. The law requires these contracts to identify the parties, specify remuneration, define the sporting activity, and indicate the start date and duration. Contract terms are usually limited to a minimum of one sports season and a maximum of five seasons, reduced to three seasons for minor athletes.

An athlete's employment contract may be terminated in the following situations:

- expiry of the contract;
- termination by mutual agreement;
- termination for cause (by the club or by the athlete);
- termination without cause (at the athlete's initiative);
- termination during a trial period; and
- collective dismissal.

In the event of termination for cause, the party that causes the termination or that has unduly promoted it must indemnify the counterparty for the value of the remuneration that the athlete would have been due if the employment contract had been terminated at its

term. A higher level of compensation is possible, however, where the injured party proves that the damage suffered is of a higher amount.

Athletes are free to terminate the contract without cause, subject to payment to the employer of compensation fixed for that purpose (termination clause). In this context, salary caps are not common.

On another note, there is no sport-specific competition law regime in Portugal, so general national and EU competition rules apply, including the Portuguese Competition Act and Articles 101 and 102 of the Treaty on the Functioning of the European Union. Issues such as restraints of trade and anti-competitive conduct are assessed under these frameworks, with particular scrutiny on no-poach agreements between clubs by the Portuguese Competition Authority.

7.2 Employer/Employee Rights

In Portugal, employer–employee rules apply to sports governing bodies and sports organisations through a layered legal framework that combines specialised sports legislation, general labour law and sector-specific dispute mechanisms. Rules and regulations issued by international or national sports governing bodies may be incorporated into athletes' contracts, but only in so far as they comply with mandatory provisions of Portuguese law; any contractual or regulatory clause that conflicts with statutory labour protections will be invalid.

Portuguese law also allows employment conditions in sport to be shaped through collective bargaining agreements, provided that these agreements grant athletes more favourable conditions than those established by statute.

In this context, sports governing bodies may incur liability when acting as employers or when exercising public or regulatory powers, such as disciplinary or supervisory functions. In such cases, federations are solely liable for damage caused by acts involving slight fault committed by their employees or agents, and are jointly and severally liable with the individual concerned where the act involves intent or serious fault. This framework ensures that sports governing bodies remain subject to core employer obliga-

tions and accountability standards under Portuguese employment law.

An example of the latter is the Portugal League “no-poach” dispute (footballers’ employment contracts). In April 2020, the Portuguese Professional Football League and the First and Second League football clubs adopted a rule/understanding that no club would hire a player who unilaterally terminated their employment contract citing COVID-19 impacts, effectively restricting players’ ability to obtain new employment. The Portuguese Competition Authority intervened, ordering the league to immediately suspend the measure (precautionary measure, 25 May 2020); it later issued a sanctioning decision finding an unlawful restriction of the labour market, and fined the league and 31 clubs.

7.3 Free Movement of Athletes

In Portugal, governing bodies are largely prevented from imposing caps on the number of foreign athletes competing in sports tournaments due to a combination of constitutional, labour, EU and competition law principles. As a member state of the EU, Portugal is bound by the EU principle of free movement of workers, which prohibits restrictions based on nationality for EU and European Economic Area (EEA) athletes.

Consistent with the foregoing, Portuguese labour law forbids limiting access to employment or professional activity on the grounds of nationality, meaning that rules restricting participation by foreign athletes would generally be unlawful. Thus, any attempt by a sports governing body to introduce nationality-based quotas could be challenged under Portuguese and EU competition law, particularly where such measures restrict competition or the free movement of workers.

For athletes from outside the EU, participation is not limited by sporting quotas as such, but by immigration and visa requirements. Non-EU athletes must hold an appropriate residence visa or residence permit for professional activity, typically linked to an employment contract with a Portuguese club or organisation.

Sports organisations usually act as sponsors in the immigration process, and compliance with immigration law is required before the athlete can work

and compete in Portugal. Once lawful residence and work authorisation are granted, non-EU athletes are not subject to nationality-based participation caps under Portuguese law, although practical limitations may arise from immigration procedures and timelines rather than from sporting regulations themselves.

8. Women’s Sport

8.1 Development and Growth of Women’s Sport

Women’s sport has developed and grown over recent years in Portugal. Specifically in football, the Portuguese sports federations and the Portuguese sports companies have been increasingly investing in this modality.

In June 2024, recognising the physical, psychological and social differences between male and female players, the Portuguese Football Federation internally adopted with immediate effects the several amendments to the Regulations on the Status and Transfer of Players made by FIFA in May 2024, which aim to extend the rights of female players in terms of maternity and well-being.

Among the measures adopted by FIFA and transposed into the Portuguese context is the clarification of the rights of players in the event of maternity, reiterating that players who become pregnant during the term of their employment contract have the right to:

- continue to provide their professional activity and receive their full remuneration;
- request the provision of alternative services to sporting activity; and
- take paid sick leave in the event of medical complications associated with pregnancy (which includes early termination of pregnancy).

As for statistics, women’s football has successively broken attendance records, most notably the match between SL Benfica and Sporting CP on 26 March 2023, which attracted more than 27,000 spectators at the Estádio da Luz, as well as the Super Cup Final on 13 September 2023, which achieved an average television audience of 1.045 million viewers and was

the most-watched television programme in Portugal on that day.

The growing attractiveness of women's football is also evidenced by the increasing interest of major Portuguese free-to-air and sports broadcasters in acquiring broadcasting rights to women's football competitions, as well as by high-profile international transfers, such as Kika Nazareth's move from SL Benfica to FC Barcelona, which significantly increased media exposure and commercial interest in Portuguese women's football.

8.2 Organisations and Initiatives to Promote Women's Sport

In Portugal, the development of women's sport is mainly promoted through public policy and federation-led initiatives.

The Portuguese Institute for Sport and Youth (IPDJ) supports women's sport through funding programmes and equality measures aimed at increasing participation at grassroots and youth levels. National sports federations – particularly the Portuguese Football Federation – have implemented specific strategies to develop women's competitions, youth pathways and club structures, including licensing requirements and financial incentives for clubs with women's teams. These initiatives are complemented by broader gender equality programmes and public funding schemes, which seek to accelerate the sustainable growth of women's sport at a local level.

9. Esports

9.1 Development and Growth of Esports

Esports in Portugal have undergone an exponential evolution in recent years, with the emergence of numerous athletes, clubs, coaches, event organisers, specialised media, several enthusiast communities, and several national and international competitions and events. In fact, Portuguese players are in 22nd place in the earnings ranking.

Despite the exponential development of the economy of esports in Portugal, it is still a severely underregulated sector of the sports industry. In fact, esports is

not formally recognised as a sport in Portugal, which means that sports legislation and specific regulations do not apply to esports.

9.2 Key Trends and Notable Deals in Esports

Portugal was one of the first countries to have a football federation embrace an esports section, in 2017. The esports section of the Portuguese Football Federation counts alongside football teams licensed for online competitions but also includes the presence of clubs specifically created for online competitions.

In 2025, the Portuguese Football Federation inaugurated the Diogo Jota Arena, which is dedicated to virtual football.

Traditional sports clubs are also deepening their presence in esports. Recently, Sporting CP partnered with Spanish esports organisation DUX Gaming, forming competitive teams in titles such as EA Sports FC, and expanding into women's esports and racing esports through a partnership with Williams Sim Racing.

10. NFTs, AI and the Metaverse

10.1 Non-Fungible Tokens (NFTs)

The current NFT market in Portugal reflects a broader global transition. Early phases were driven largely by scarcity and speculative demand, but the market has since shifted as minting tools became cheaper, faster and widely accessible across major blockchains. Supply has increased significantly while demand has softened, leading to a decline in total sales value and making it more difficult for buyers to distinguish between genuinely valuable digital assets and mass-produced NFTs. As a result, NFTs' value increasingly depends on brand strength rather than novelty alone.

Within the sports industry, Portuguese organisations and sponsors continue to use NFTs primarily as tools for digital exploitation and fan engagement. Clubs and leagues license assets to platforms such as Sorare and socios.com. As an example, RealFevr has developed NFTs based on moments from the Portuguese football league for use in its game ecosystem.

Sports organisations also issue NFTs linked to specific match events, such as goals or rare plays, and brands deploy NFT-based campaigns aimed at strengthening fan loyalty and engagement around teams and competitions.

The main opportunities associated with NFTs lie in:

- the creation of new revenue streams from pre-existing audiovisual and branding assets;
- the ability to embed automatic royalty mechanisms through smart contracts for secondary market transactions;
- enhanced security and authenticity through blockchain technology; and
- the global exploitation of sports content beyond traditional broadcast windows.

However, several risks persist. There remains legal uncertainty regarding the precise legal nature of NFTs, alongside potential conflicts over player image rights and the allocation of remuneration between collective and individual uses.

10.2 AI

In Portugal, there is no sport-specific AI legislation; instead, the key regulatory framework is the EU Artificial Intelligence Act (the “AI Act”), which applies directly and is complemented by existing Portuguese laws on data protection, labour, consumer protection and IP.

In practice, sports organisations in Portugal are adopting AI primarily in functional and operational contexts. A clear example is the use of automated and AI-assisted video capture and performance analysis across competitions and national teams, notably through the partnership between the Portuguese Football Federation and Pixellot, which has been deployed across multiple venues and competitions.

At club level, AI is also being used for fan engagement and commercial purposes; for example, Benfica football club has introduced an immersive online store incorporating an AI assistant to support users within a three-dimensional retail environment.

More broadly, and particularly from a sponsorship perspective, AI tools are increasingly used for audience segmentation, campaign performance measurement, content optimisation, sentiment analysis and sponsor-alignment analytics, enabling clubs and leagues to convert match and digital engagement data into more precisely targeted and monetisable commercial offerings.

These developments create clear opportunities, including enhanced performance analysis workflows, scalable content generation, more sophisticated ticketing and customer-relationship management systems, and sponsorship packages that can be priced and evaluated with greater evidential certainty through improved measurement of reach, engagement and conversion.

The main challenges arise at the legal and governance level. Data protection is a central concern, as the use of wearables, extensive video capture, biometric-type data and fan profiling can quickly become intrusive if not grounded in a valid legal basis and supported by robust minimisation, retention and transparency measures.

Other risks relate to regulatory classification under the EU AI Act, as certain sports-related uses – such as biometric identification for stadium security or AI systems influencing recruitment or scouting decisions – may fall within regulated or high-risk categories, triggering additional compliance, documentation and oversight obligations.

Further issues arise in relation to IP and brand protection, particularly where generative AI is used to create content or simulate player likenesses, potentially giving rise to ownership disputes, personality rights claims or conflicts with existing sponsorship arrangements.

10.3 The Metaverse

In Portugal, the metaverse established itself primarily through practical applications in sectors such as banking and finance. Notable initiatives include *A Caixa no Metaverso*, which was recognised for its user-experience-focused approach, and the integration of immersive environments at major technology events such as

the Portugal Digital Summit and Evolve; furthermore, BPI's project – the first Portuguese bank branch in virtual reality – added a floor entirely dedicated to a virtual football stadium in partnership with the Portuguese Football Federation, offering immersive experiences, interactive content and remote contact with account managers.

At the same time, virtual football gained significant momentum in the 2025/2026 season, with the Portuguese Football Federation developing a broad competitive ecosystem encompassing individual circuits, club competitions, district, university and women's championships, community tournaments and expansion into multiple esports titles, reinforcing the role of the metaverse and immersive technologies as drivers of innovation.

The metaverse offers opportunities for deeper user engagement, global reach and new revenue streams through immersive experiences, virtual goods and innovative sponsorship models. However, it also presents risks, including legal uncertainty around data protection and IP rights, high investment costs with uncertain adoption, and reputational concerns if users perceive experiences as intrusive, unsafe or driven by hype rather than value.

Trends and Developments

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Sérvulo & Associados is a leading Portuguese full-service law firm with 25 years' experience and a multidisciplinary team of over 120 lawyers. The firm's legal expertise, rooted in academic research and practical know-how, enables it to provide innovative, tailor-made solutions to major private and public entities across Portuguese-speaking markets. Based in Lisbon, Sérvulo ensures comprehensive international coverage through strategic global partnerships, the Sérvulo Latitude network, membership of international law firm alliances and dedicated foreign

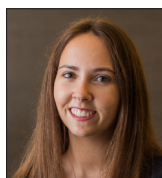
desks. Sérvulo plays a key role in sports law, offering a cross-disciplinary legal approach across contract, labour, commercial, administrative and tax law. The firm has extensive experience in advising athletes, administrators, clubs and federations, as well as event promoters, equipment manufacturers, investors, sponsors and media outlets. Sérvulo's team remains attuned to sector developments, providing comprehensive legal support tailored to the unique dynamics of the sports industry.

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In 2025, the most visible trends and developments involving the sports market in Portugal concern sports integrity, women sports, esports and commercialisation of sports events. Alongside developments on a national level, 2025 was marked by the creation of the Dutch foundation “Justice for Players” following the polemic decision of the European Court of Justice (ECJ) in the *Diarra* case, which could potentially cause an earthquake in European football.

Comprehensive Evaluation of the Portuguese Sports Legal Framework

2025 started with the announcement from the Portuguese government that it would initiate a review of the entire sports legal regime, with particular attention being paid to conformity with European Union (EU) law. This exercise reflects concerns about constitutional compatibility and alignment with EU standards. The evaluation is expected to result in substantial revisions to the legal framework governing sports federations, public oversight and the balance between national regulation and EU law.

Sports Federations Framework

The announcement referred to above was preceded by a decision rendered by the Tribunal Arbitral do Desporto (TAD) that declared the unconstitutionality of one provision of the sports federation statutory framework (Article 62 (2) of the Legal Framework of Sports Federations (RJFD)).

Specifically, the TAD was called to review the validity of the decision of the Portuguese Automobile and Karting Federation (FPAK) to not award the title of national champion to the driver Kris Meeke, of Irish nationality. Despite having obtained the highest num-

ber of points throughout the Portuguese Rally Championship, the title was not awarded to Kris Meeke on the grounds that the conditions for the recognition of titles set out in the aforementioned provision were not fulfilled. This is because, under national legislation, two cumulative conditions must be established for the awarding of national or regional titles in individual sports disciplines organised by, or under the authority of, sports federations:

- that the competitions are contested by clubs or sports companies headquartered in national territory; and
- that the athlete is a national citizen.

The TAD decided to order the awarding of the national champion title to the athlete Kris Meeke, stating that the decision adopted by the FPAK was discriminatory and unconstitutional, as it violated the principle of equality between Portuguese citizens and foreign citizens enshrined in the Portuguese Constitution.

The Public Prosecutor’s Office lodged an appeal against this decision before the Constitutional Court, which, in November 2025, dismissed the appeal on the grounds that it would be devoid of purpose, since the TAD’s decision was already grounded in EU law – thereby confirming Kris Meeke as the 2024 Portuguese Rally Champion. Although the case has now been concluded, this is not the first instance in which the aforementioned provision has been declared unconstitutional, leading to the annulment of federation decisions adopted in accordance with that provision.

Expansion of Collective Sport Modalities List

A new administrative order (Despacho 14366/2025, 3 Dec 2025) updated the official list of recognised collective sports disciplines for purposes of public policy and federation recognition. Notably, ultimate frisbee was added to the list of recognised collective sports alongside traditional activities such as football, basketball and volleyball, reflecting legal recognition of emerging sports. This administrative change has implications for funding eligibility, federation status and official sport development programmes.

Sports Integrity

Although enacted in January 2024, the law establishing the legal regime for sporting integrity and combating unsporting conduct continued to underpin legal responses to corruption, match fixing and fraudulent betting in 2025. It harmonises criminal and disciplinary rules and introduces frameworks for national oversight of competition integrity. This regime remains critical in 2026 as enforcement actions increasingly intersect with criminal investigations and regulatory sanctions.

Financing and Public Security at Sporting Events

In March 2025, Decree-Law No 25/2025 introduced amendments to the legal framework governing the distribution of revenues from social betting and the policing of sports events. It revised the financial distribution of net results from social gaming (operated by Santa Casa da Misericórdia de Lisboa) and updated responsibilities for policing costs at sports events. These changes affect how policing costs are funded and how revenues linked to gaming are allocated, with direct impact on public budgets and event organisers.

Esports

Esports was a trending topic in Portugal during 2025, with several politic parties discussing the need to regulate esports and to recognise it as a sport. Esports in Portugal has undergone an exponential evolution in recent years, with the emergence of numerous athletes, clubs, coaches, event organisers, specialised media, several enthusiast communities, and several national and international competitions and events. In fact, Portuguese players are at 22nd place in the earnings ranking.

Portugal was one of the first countries to have a football federation embrace an esports section in 2017. The esports section of the Portuguese Football Federation counts alongside football teams licensed for online competitions but also includes the presence of clubs specifically created for online competitions.

In 2018, one of the first esports associations in Portugal was created – the Portuguese Federation of Electronic Sports.

Despite the exponential development of the economy of esports in Portugal, it is still a severely underregulated sector of the sports industry.

Commercialisation of Sports Events

As with other country members of the EU and the World Trade Organization (WTO), the Portuguese jurisdiction allows for exploitation of patents, trade marks, merchandising, copyrights, broadcasting rights, sponsorship and image rights.

The owner of the above-mentioned rights varies depending on the type of sport in question. For example, in futsal and hockey, the respective sports federations are the exclusive owners of the merchandising, copyrights, broadcasting rights, sponsorship and image rights of all matches played in the various competitions. Therefore, the commercialisation of these rights is undertaken by the sports federations, which can transfer or license the rights through written agreements.

Conversely, in football, the ownership of television and multimedia broadcasting rights for matches in the first and second national leagues for men's football belongs to the sports clubs or sports companies who participate in these competitions. Although currently Portuguese sports clubs in professional competitions sell these rights individually, as of the 2028/2029 sports season, such rights will have to be jointly sold in terms to be defined by the Portuguese Football Federation by the end of the 2025/2026 sports season, subject to approval by the Portuguese Competition Authority, as set out in Decree-Law No 22-B/2021 of March 22nd.

Following the entry into force of Decree-Law No 22-B/2021, the Portuguese League created Liga Cen-

tralização, an entity dedicated to studying, defining, proposing and supporting before any public or private entity the model for centralised marketing of the referred rights.

The option for a centralised marketing model for television and multimedia rights is justified by the fact that the individualised marketing model currently adopted in Portugal allegedly promotes greater discrepancy between the various clubs in the League, in so far as it channels the main revenues to larger clubs – which, due to their larger fanbase, receive larger bids for the marketing of their rights – to the disadvantage of smaller clubs.

Although this model may be claimed to be less attractive to larger clubs, based on the example of the main European leagues, the expectation is that it will tend to generate economic advantages for all clubs in the first and second leagues, regardless of their size. With a better and more equitable distribution of the total value of television revenues, smaller clubs will have more capacity to invest in strengthening their teams, generating greater internal competitiveness, which is expected to make the competition more attractive and create an increase in other sources of revenue.

The comparative experience of other countries also suggests that the transition to a centralised marketing model will generate advantages for sports channels and fans, in so far as it will make it possible to make a wider range of sports content available more regularly, in line with consumer preferences.

Diarra Effect and Justice for Players

It would be impossible to discuss recent sports developments without referencing the creation of the Dutch foundation “Justice for Players”.

On 4 October 2024, the ECJ ruled that some of FIFA’s players’ transfer rules were incompatible with EU law, in the famous *Diarra* case. The background of the case is as follows.

- Lassana Diarra, a French football player, entered a sports employment agreement with club FC Lokomotiv Moscow.

- After one year, the club terminated the contract due to alleged contractual breaches and filed a claim for compensation before FIFA’s Dispute Resolution Chamber, claiming breach of the contract and termination without cause, as stated in Article 17 of FIFA’s Regulations on the Status and Transfer of Players (RSTP). The claim was upheld.
- Following the termination, the player received an offer by club Royal Charleroi, under the conditions that:
 - (a) Diarra could be registered and play in the club’s first team in all FIFA, UEFA and Belgian Football Association organised competitions; and
 - (b) no compensation was due by Royal Charleroi to Lokomotiv Moscow.
- Given that the player could not fulfil those conditions, he missed this opportunity.
- Consequently, the player brought the matter before the Belgian courts in 2015 and argued that Article 17 of the RSTP did not comply with EU law, specifically with the principle of free movement of workers.
- The Belgian courts upheld the claim, and FIFA appealed that decision to the ECJ.

On October 2024, the ECJ deemed that Article 17 (1) of the RSTP did not comply with the EU principle of free movement of workers, as foreseen in Article 45 of the Treaty on the Functioning of the European Union (TFEU), in so far as, by foreseeing the joint and several liability of the new club for the payment of compensation for breach of contract owed by the professional player to his former club in the event of early termination of the contract without just cause, such provision was likely to discourage or dissuade clubs from signing the player for fear of exposure to a financial risk.

The ECJ also concluded that this rule unjustifiably restricted the free competition imposed by EU law (Article 101.^o of the TFEU), as it restricts the employment of players in this situation and puts them in an unfavourable position vis-à-vis the other players.

Following the ECJ’s decision, FIFA opened a global dialogue on Article 17 of the RSTP and suspended all disciplinary proceedings related to the application of that provision.

In December 2024, FIFA adapted its transfer regulations on an interim basis, with immediate effects in the January 2025 transfer window. The key temporary changes were as follows.

- Compensation payable by a player to their former club in the event of termination without just cause is to be calculated taking into account the damage suffered, having regard to the individual circumstances of each case, and with due consideration for the law of the country concerned (the previous rule was that compensation was to be calculated with due consideration for the law of the country concerned, the specificity of sport and any other objective criteria).
- The new club of the player in the event of termination without just cause will only assume such liability if it is proven that it induced the unlawful termination (the original rule provided that the new club was automatically liable).
- The application of sporting sanctions to the new club depends on the former club proving that the new club induced the breach of contract (before the new club was presumed to have induced the breach of contract).
- The former club's national association cannot reject the issuance of the International Transfer Certificate (ITC) (the original rule provided that the national association of the former club was able to withhold the ITC if there was a dispute over the termination of the playing contract).

Motivated by this decision, in August 2025 the Dutch foundation “Justice for Players” initiated a class action lawsuit against FIFA and several national football associations (Netherlands, France, Germany, Belgium and Denmark) on behalf of former and current professional male and female football players who have played for clubs in EU member states and the United Kingdom since 2002. The claim is based on the alleged incompatibility of international transfer rules with EU law, which is claimed to have led, on average, to losses of approximately 8% of career earnings for professional male and female football players since 2002.

The action will be adjudicated by the District Court of Midden-Nederland, and the potential class includes up to 100,000 athletes across the EU and the United

Kingdom, with total compensation claims amounting to several billion euros.

Under Dutch law, all players who have suffered losses and reside in the Netherlands are automatically included in this legal action, unless they submit an opt-out declaration indicating that they do not wish to participate. Players who do not reside in the Netherlands but have played for or been transferred to or between European clubs between 2002 and the present date may join the class action under an opt-in system.

The filing of this class action represents a landmark development in the legal evolution of professional football, placing FIFA under direct scrutiny and exerting pressure to implement structural reform of the international transfer system, which will naturally have consequences in the Portuguese sports market as well.

The Seraing Case

In August 2025, another relevant development in the sports market came from the ECJ: a decision was issued on the *Seraing* case, which may revolutionise sports arbitration.

The *Seraing* case originated in a contract entered into by a Belgian football club, Royal Football Club Seraing, with Doyen Sports, for the transfer of the economic rights of several football players. FIFA's disciplinary committee found that this arrangement breached the FIFA rules on third-party ownership (TPO) prohibition, and imposed certain disciplinary measures on the club, which were confirmed by the Court of Arbitration for Sport (CAS) and by the Swiss Federal Supreme Court.

Following the CAS's decision, Doyen Sports filed a complaint presented before the Belgian courts claiming that FIFA's TPO prohibition implemented by UEFA and *La Union Royale Belge des Sociétés de Football Association* was not valid. The Belgian courts declined jurisdiction on the basis that Belgian law attributes the force of *res judicata* to certain types of commercial arbitration awards, including CAS awards.

The claimant appealed the decision to the Belgium *Cour de Cassation*, which referred the matter for a

preliminary ruling of the ECJ on whether EU law precludes the application of such national provisions to an arbitral award that has been reviewed solely by a court of a state that is not a member state of the EU (ie, Switzerland).

The ECJ decided that direct access to a full judicial review by a national court against any and all rules of EU law must be available to EU sport actors that are subject to FIFA's system of dispute settlement, and therefore concluded that a final CAS award issued by a state that is not an EU member state shall be subject to review by a court of a member state on compliance with EU law.

The decision reached by the ECJ was sustained on two grounds:

- FIFA's sports arbitration clauses are mandatory, which means that the parties did not freely accept to being subject to an arbitral award that cannot be reviewed; and
- unlike in civil and commercial arbitration, FIFA can enforce the arbitral award on its own without resorting to an enforcement proceeding, which means that it is highly unlikely that compliance of the decision with EU law would ever be analysed by a judicial court.

This ruling introduces a new paradigm in balancing sports autonomy, private arbitration and respect for the EU legal framework.

First, clubs, athletes and other sports stakeholders are now recognised as having an internal judicial avenue to challenge arbitral decisions rendered within bodies such as the CAS whenever rights or principles protected under EU law are at stake.

Second, sports federations, including FIFA, will need to review any regulations that mandate exclusive arbitration at the CAS, with the risk that such decisions could be annulled or rendered unenforceable by national courts. The CAS itself may also be required to reconsider its procedural rules to ensure compliance with EU law.

Finally, the ruling has broader implications for sports arbitration in general. The fact that the CAS is based in Switzerland and that its decisions are traditionally regarded as final is no longer sufficient to confer "immunity" from the EU legal order. A practical effect may be an increase in litigation in member state courts, especially in sensitive areas such as transfer bans, disciplinary sanctions or, as in the present case, the prohibition of TPO.

The decision has thus revived the debate on the legality of FIFA's TPO ban, putting the issue back on the sports law agenda, while reaffirming that any restriction on an economic freedom must be subject to adequate scrutiny by EU courts under the Treaties. The ruling did not declare the TPO ban illegal, but it opened the door – and created legal tools – for its compatibility with EU law to be reassessed.

The *Seraing* case represents an earthquake in the worldwide sports ecosystem, with further consequences for the Portuguese case.



Law and Practice

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Jofre Sports Law is a boutique law firm that specialises in providing comprehensive legal advice in the sports industry, with a particular focus on professional football but also covering other sports such as golf, basketball, tennis, etc. The firm is led by Joaquín Jofre, former legal director of Málaga CF, and brings together a dedicated team of specialised sports lawyers based in Spain. The practice covers contractual, employment, tax and disciplinary matters, as well as club management mandates and regulatory issues before national and international bodies. The team

regularly advises clubs, players, agents, coaches and sports executives on transfer agreements, employment contracts, sponsorship and image rights structures, training compensation and solidarity contribution claims. Jofre Sports Law represents clients in complex disputes before FIFA, the CAS and national federations, and has significant experience in acting for top-tier Spanish clubs and other stakeholders in high-profile contentious and non-contentious matters.

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1. Athlete Conduct, Integrity and Enforcement

1.1 Anti-Doping Regimes

In Spain, doping is not a criminal offence for the athlete (the consumer), though it is a serious crime for the suppliers.

Under Article 362 quinquies of the Spanish Penal Code, it is a criminal offence to:

- prescribe, provide, dispense or administer prohibited substances to athletes;
- facilitate the use of banned methods (such as blood transfusions); and
- encourage or incite the use of these substances.

These crimes are punishable by prison sentence (typically six months to two years), fines and professional disqualification. The law targets “facilitators” – doctors, trainers and traffickers – rather than the athletes themselves, unless the athlete is involved in the distribution.

Status of WADA Prohibited Substances

While the World Anti-Doping Agency (WADA) list primarily concerns sports eligibility, Spanish criminal law treats many of these substances as controlled pharmaceuticals or illegal drugs. Prohibited substances include the following:

- anabolic steroids (eg, stanozolol, nandrolone) are heavily restricted, are illegal to distribute or sell without a medical licence, and are linked to “public health” crimes;
- hormones (EPO, HGH) are restricted for medical use, trafficking or administration to athletes; and
- stimulants (eg, cocaine, amphetamines) are regulated under general narcotics laws, and possession for sale is a criminal offence.

CELAD

The national anti-doping organisation in Spain is CELAD (*Comisión Española para la Lucha Antidopaje en el Deporte*), formerly known as AEPSAD:

- CELAD’s purpose is to protect the health of athletes and ensure clean competition;

- its roles include conducting testing (in and out of competition), managing therapeutic use exemptions (TUEs), overseeing education programmes and investigating anti-doping rule violations (ADRVs); and
- regarding enforcement, CELAD collaborates with the Guardia Civil and the National Police when a sports investigation uncovers evidence of criminal trafficking.

Implementation of the World Anti-Doping Code

Spain implements the World Anti-Doping Code through Organic Law 11/2021. This law ensures that Spanish regulations are harmonised with international standards regarding:

- strict liability – athletes are responsible for any substance found in their body;
- whereabouts – elite athletes must provide location data for random testing; and
- sanctions – standardised bans for first-time major offences.

Punishments by Individual Leagues

Individual leagues and federations (such as La Liga or the Spanish Basketball Federation) do not create the rules but are bound by CELAD and WADA. If a player in a professional league tests positive, the league/federation enforces a suspension (the athlete cannot play matches); clubs often include “anti-doping clauses” in contracts, allowing them to terminate a player’s contract or stop paying their salary during a ban.

Recent Noteworthy Cases (2024–2026)

CELAD leadership crisis (2024)

A major institutional “case” involved the dismissal of the previous director, José Luis Terreros, following allegations of irregularities in how positive tests were handled, and leading to a major overhaul to regain WADA’s trust.

Sydney Fokou Takam (2025)

A Spanish para-athletics athlete tested positive for brinzolamide at the Paris 2024 Paralympic Games. The case was unique because it was ruled unintentional – caused by inadvertent contamination from another person’s eye drops. While the athlete’s results

were disqualified, her provisional suspension was lifted because she proved “no fault”.

Oucif Houssein (2026)

This recent case involved a provisional suspension (starting in January 2026) for the presence of stanozolol (an anabolic steroid), demonstrating the ongoing surveillance of high-level individual athletes in the region.

1.2 Misconduct and Match-Fixing

In Spain, the legal framework for sports integrity has evolved significantly to address the modernisation of match-fixing and illegal gambling. These offences are treated as serious crimes against both public health and the socio-economic order.

Key Legislation in Spain

The primary legal tools used to combat athlete misconduct, fraud and match-fixing are as follows.

- The Spanish Penal Code (Article 286 bis 4) – this is the cornerstone of sports integrity law. Introduced in 2010 and reinforced in 2015, it specifically criminalises “sports corruption”.
- The crime determines the punishment for directors, administrators, athletes and referees who seek to deliberately predetermine or alter the result of a match or competition. Regarding penalties, prison sentences range from six months to four years, fines up to three times the profit obtained, and professional disqualification up to six years.
- The Gambling Act (Law 13/2011) – this regulates both land-based and online betting. It strictly prohibits athletes, referees and team-owners from betting on events within their own sport.
- The Sports Law (Law 39/2022) – this modernises the administrative side of sports, requiring federations to have specific integrity protocols and whistle-blower channels to report suspicious behaviour.

Steps Taken by Governing Bodies

Spanish sports entities (such as LaLiga and the Royal Spanish Football Federation (RFEF)) take proactive measures that often go beyond the requirements of the Penal Code:

- SIGMA (National Protection Network) – managed by the Spanish Gambling Regulator (*Dirección General de Ordenación del Juego*, DGOJ), this is a co-operative network where betting operators must immediately report irregular or suspicious betting patterns to the police and sports federations;
- whistle-blower portals – LaLiga maintains a dedicated integrity channel (integridad@laliga.es) where players or the public can anonymously report match-fixing attempts;
- integrity workshops – professional leagues conduct mandatory annual seminars for all players, from youth academies to the first division, to educate them on the legal risks of “third-party bonuses” (payments to win or lose); and
- software monitoring – organisations such as Sportradar are hired to monitor global betting markets 24/7 for any fluctuations that might suggest a fixed match.

Recent Noteworthy Cases

The Osasuna case (final rulings 2023–2024)

This landmark case involved former executives of CA Osasuna paying players from other teams to win against certain opponents and lose against Osasuna to avoid relegation. It was the first case in Spain where directors were sentenced to prison specifically for “sporting corruption”. In 2024, UEFA also enforced a ban on the club from European competitions based on these historical integrity violations.

The Negreira case (ongoing 2024–2026)

While not a “match fix” in the traditional sense of a specific score, this ongoing investigation involves FC Barcelona making payments to a company owned by José María Enríquez Negreira, the former vice-president of the Technical Committee of Referees. The courts are investigating whether these payments constituted “continued sports corruption” aimed at influencing refereeing decisions.

1.3 Betting-Related Offences

Betting is legal and strictly regulated in Spain. The legal framework differentiates between the general public and relevant individuals in the sporting world, for whom betting on their own sport is a serious offence.

Legislation Governing Betting

The primary piece of legislation is Law 13/2011 of May 27th on the regulation of gambling:

- at a national level, the DGOJ, under the Ministry of Consumer Affairs, regulates online betting and state-wide lotteries;
- at a regional level, the 17 autonomous communities regulate land-based betting shops, casinos and bingo halls; and
- regarding licensing, operators must hold both a general licence and a singular licence for specific activities (eg, fixed-odds sports-betting). Operating without these is a very serious infringement, often resulting in multimillion-euro fines.

Betting-Related Offences for Relevant Individuals

Under Article 6 of Law 13/2011, there is a strict subjective prohibition on gambling for certain individuals, to ensure integrity. It is illegal for the following people to place bets on events in which they participate:

- athletes, coaches and referees;
- managers and directors of the participating sports clubs; and
- personnel of the organising entities (eg, league employees).

Consequences include the following:

- administrative – fines and temporary or permanent loss of their sports licence; and
- criminal – if the betting is linked to match-fixing, it falls under Article 286 bis of the Penal Code (Sports Corruption), punishable by up to four years in prison.

Information Sharing and Integrity Systems

Spain uses a sophisticated co-operative network to monitor markets and share data between betting operators and sports bodies.

- SIGMA (Service for the Investigation of the Betting Market): launched and fully integrated by the DGOJ in 2024–2025, SIGMA is a centralised database. All licensed betting operators are mandated by law to report irregular or suspicious betting patterns immediately to this service.

- Stakeholders: information is shared in real time between the DGOJ, National Police, Guardia Civil and sports bodies such as LaLiga and the RFEF.
- LaLiga's TYCHE tool: a proprietary software used by LaLiga to monitor global betting markets for Spanish matches. If TYCHE detects an anomaly (eg, a sudden surge of bets on a specific corner kick in a low-stakes game), LaLiga reports it to the police via the SIGMA network.

Recent Noteworthy Cases

Aurore Fleury (2024–25)

This involved a champion runner who bet EUR2,000 on a teammate to win at the European Athletics Championships, and was uncovered after she posted about the win on social media. The sanction was six months suspension and a EUR3,000 fine (AIU).

Janssen and Richter (2025)

This involved two track athletes who placed small bets (EUR40 to EUR100) on teammates at the World Championships in Tokyo. The sanction was a three-month suspension (reduced due to confession).

1.4 Disciplinary Framework

In Spain, disciplinary proceedings against athletes follow a structured administrative path governed by the Sports Law (Law 39/2022) and, specifically for doping, Organic Law 11/2021. These proceedings are designed to ensure due process while maintaining the integrity of competition.

The Disciplinary Process: Step-by-Step

Whether for doping, match-fixing or betting, the process generally adheres to the following hierarchy.

Investigation and opening of the file

- Trigger: a positive drug test, a report from a whistle-blower (via LaLiga or RFEF portals), or suspicious betting alerts from the SIGMA network.
- Notification: the athlete is formally notified that a disciplinary file has been opened. In doping cases, a provisional suspension is usually mandatory from this point.

Instruction phase

- Evidence gathering: an instructor (appointed by the federation or CELAD) gathers evidence. For

betting/integrity, this includes bank statements and IP logs; for doping, it involves a second sample analysis.

- The proposal: the instructor issues a document outlining the specific rules broken and the proposed penalty.

Right to defence

- The athlete has a set period to submit a defence. They can present evidence of “no fault” or medical prescriptions, or prove that they were coerced in match-fixing cases.

Resolution

- The relevant body (the RFEF’s Disciplinary Committee or CELAD’s Sanctions Committee) issues a final administrative ruling.
- Sanctions: these can range from fines (up to EUR100,000 for betting) to permanent bans (for repeat doping or severe corruption).

Appeals: the Role of the TAD

If the athlete disagrees with the federation’s ruling, they move to the final administrative phase.

- The TAD (*Tribunal Administrativo del Deporte*): this is an independent body attached to the Higher Sports Council (CSD). It is the supreme administrative authority for sports in Spain.
- Ordinary justice: once the TAD rules, the administrative route is exhausted. The athlete’s only remaining option is to take the case to the Contentious-Administrative Courts (civilian courts), which can take years.

Examples of Proceedings in Practice

Doping: the Celestino Fernández case (2024–2025)

- Process: the Spanish duathlon champion was handed a five-year ban by CELAD after a positive test.
- Development: the athlete maintained his innocence, claiming the sample was not his. After exhausting the sports disciplinary route (TAD), he went to ordinary justice.
- Outcome: in early 2025, a judge ordered a DNA test of the urine sample. The DNA did not match the athlete, proving a chain-of-custody failure. The

court annulled the ban, forcing CELAD to reinstate him.

Betting: RFEF disciplinary actions

- Process: the RFEF regularly monitors the lower tiers (Segunda and Tercera Federación).
- Action: when a player is flagged for betting on their own league (even if not their own match), the RFEF Disciplinary Committee opens a Very Serious Infraction file under Article 6 of the Gambling Act.
- Outcome: these cases often result in two- to five-year bans from all federated sports and immediate contract termination by the club.

Match-fixing: Operation Conífera (2023–2024)

- Process: this involved several players in the Spanish lower leagues. Because the misconduct was linked to a criminal betting ring, the sports disciplinary proceedings were paused while the criminal court investigation took priority.
- Outcome: once the criminal evidence was established, the RFEF used those court findings to issue lifetime bans to the involved players without needing to redo the investigation.

2. Commercial Rights

2.1 Sports-Related Rights

In Spain, the commercialisation of sports extends beyond TV and sponsors into a highly regulated ecosystem of experiential and physical rights. These are governed by a mix of civil, administrative and consumer protection laws.

Notable Commercial Rights

Merchandising and licensing

Rights-holders (clubs and athletes) exploit their intellectual property through trade marks. Under the Spanish Trade Mark Act (Law 17/2001), clubs aggressively protect their logos. A unique feature in Spain is the protection of image rights, which are often separate from employment contracts, allowing athletes to license their likeness for video games, stickers and apparel.

Hospitality and VIP packages

This is the fastest-growing sector. These rights include “experiential” services.

Naming rights

These apply not just for stadiums but also increasingly for training grounds and even youth academies. These are contractual “service” agreements rather than property rights.

Ticketing and Secondary Sales

Ticketing in Spain is a complex area where national and regional laws often overlap.

Legal status of secondary sales

- The “street sale” ban: Royal Decree 2816/1982 technically prohibits the “street” resale of tickets.
- Digital resale: Law 13/2011 (the Gambling Act) and the General Law for the Defence of Consumers mandate that reselling above face value is only permitted if the event organiser explicitly allows it.
- The 2024–2026 shift: under the EU Digital Services Act (DSA), now fully active in Spain, platforms are legally responsible for verifying the identity of professional resellers and must remove fraudulent listings immediately upon notification.

Combating illegal sales

Sports bodies and the government use a three-pillar defence.

- Nominated tickets: for high-risk matches, tickets are linked to a national ID or passport. Law 19/2007 against violence in sport mandates this for “high-risk” events.
- Technological barriers: most clubs have shifted to dynamic QR codes in their official apps, which refresh every few seconds to prevent screenshots or PDF sharing.
- Administrative fines: regional governments can issue fines of up to EUR30,000 for unauthorised mass resale.

Recent Noteworthy Case (2025)

The “ticket bot” crackdown

In early 2025, Spanish authorities, in co-ordination with LaLiga, successfully dismantled a network that used automated “bots” to harvest thousands of tick-

ets for the 2024 UEFA Champions League matches played in Spain. The investigation led to the cancellation of over 1,200 tickets and the first significant application of the DSA’s “know your business customer” (KYBC) rules against an online marketplace that failed to verify its sellers.

2.2 Sponsorship Terms

How Sponsors Use Sport to Promote Their Brand

In Spain, brands utilise sports properties to achieve several key objectives.

Values alignment and CSR

Sponsors increasingly focus on environmental, social and governance (ESG) goals. For example, Iberdrola’s sponsorship of the Spanish women’s football league (Liga F) is heavily promoted as a commitment to gender equality.

Access to fan data

Sponsors seek access to the rights-holders’ first-party data (via official club apps and loyalty programmes). Under Organic Law 3/2018 (LOPDGDD), this must be handled with explicit consent, but it allows sponsors to deliver hyper-personalised offers directly to a fan’s smartphone.

B2B and hospitality

Many Spanish sponsors (especially in banking and telecommunications) use experiences to entertain corporate clients and close business deals.

Digital and social activations

Brands move beyond the 90 minutes of a football match, using content such as behind-the-scenes featuring players to reach audiences.

How Rights-Holders Attract Investment

Rights-holders (clubs, federations and event organisers) use sophisticated strategies to market themselves:

- segmented rights packages – instead of one global sponsor, rights are sliced into different categories;
- proven ROI reporting – rights-holders now use AI-driven tools to provide sponsors with real-time data on their brand exposure across TV, social media and in-stadium signage; and

- the “innovation” pitch – organisations such as Barça Innovation Hub attract sponsors (including Google Cloud or Globant) by offering their club as a living lab to test new technologies, from athlete performance sensors to stadium connectivity.

Key Terms of a Standard Sponsorship Contract

A standard Spanish sports sponsorship agreement typically includes these core pillars.

- Grant of rights: precise definition of the marks (logos), images and player likenesses that the sponsor can use, and in which territories (eg, “worldwide” versus “Spain only”). Provides exclusivity, and prevents the rights-holder from signing a competitor.
- Fee and value-in-kind: the financial payment schedule. Many Spanish deals include a VIK component (eg, CUPRA providing cars to players as part of the fee).
- Performance bonuses: extra payments triggered by sporting success (eg, winning LaLiga or qualifying for the Champions League).
- Morality/reputation: allows the sponsor to terminate the deal if the athlete or club is involved in a scandal (doping, match-fixing or legal issues).
- Data sharing and the General Data Protection Regulation (GDPR): outlines how fan data can be used for co-marketing, ensuring compliance with Spanish and EU data protection laws.
- Force majeure and substitution: terms for what happens if an event is cancelled or played behind closed doors, often including “make-good” digital inventory.
- Jurisdiction.

2.3 Broadcasting Rights

In Spain, the broadcasting of sports is a highly commercialised and legally protected sector, primarily regulated by the General Law on Audiovisual Communication (Law 13/2022).

How Broadcasters Profit From Rights

Broadcasters in Spain utilise a “dual-revenue” model to offset the high costs of sports rights.

Subscription models (Pay-TV/OTT)

Providers charge monthly fees. Live sports are the primary driver for customer retention.

Advertising and sponsorship

Broadcasters sell commercial spots during half-time and pre-/post-match shows. They also use virtual advertising, where the digital overlays on stadium boards are customised for the Spanish audience regardless of what is physically shown in the stadium.

B2B/hospitality sales

A significant revenue stream involves selling specific “public exhibition” licences to bars, restaurants and hotels (eg, through the LaLigaTV Bar service).

Packaging and sales by rights-holders

Rights-holders (such as LaLiga) package rights to maximise competition among bidders and ensure long-term stability.

Tender process

Rights are sold through a formal, transparent auction.

Exclusivity versus co-exclusivity

While rights were traditionally exclusive to one broadcaster (Movistar), the current model (2022–2027 and 2027–2032) uses a split-exclusivity approach.

Free-to-air (FTA) “must-offer”

Spanish law requires one match per matchday to be broadcast for free. For the 2025/26 season, the public broadcaster RTVE acquired this package to ensure universal access to “events of general interest”.

Venue Access and Intellectual Property

Access licences

Broadcasters do not have an automatic right to enter a stadium. They must sign a Venue Access Agreement. This contract grants the “host broadcaster” the right to install cameras, utilise “technical zones”, and access the mixed zone for interviews. In exchange, the broadcaster must follow the league’s strict Production Handbook to ensure a consistent visual “brand”.

Intellectual property rights

The “broadcaster’s right”

Under the Spanish Intellectual Property Act, the broadcaster owns the copyright to the “fixation” of the broadcast (the specific camera angles, replays and commentary they produce).

The “event right”

The sports organiser (LaLiga) owns the underlying commercial rights to the event itself.

Enforcement

Spain is a leader in anti-piracy. Courts now grant “dynamic injunctions”, allowing ISPs to block illegal streaming sites in real time during a match without needing a new court order for every individual URL.

Notable Example: LaLiga 2027–2032 Deal

In late 2025, LaLiga concluded its largest-ever domestic tender:

- the deal – EUR5.25 billion over five seasons (approximately EUR1.05 billion/season);
- the players – Telefónica (Movistar) and DAZN retained the core rights; and
- key shift – the new deal eliminated the “three exclusive matchdays” previously held by Movistar, moving to a perfectly even 5/5 split to satisfy competition regulators and increase the value for the streaming partner (DAZN).

3. Sports Events

3.1 Proprietary Rights and Event Management

In Spain, the legal concept of “proprietary rights” in a sports event is not explicitly defined as a single property right (like a patent). Instead, it is a “bundle of rights” derived from various laws that allow organisers to control and monetise their events.

Proprietary Rights and “House Rights”

While Spanish law does not grant “ownership” of the game itself, organisers exercise “house rights” (*derecho de admisión y exclusividad en el recinto*).

Venue control

Most events occur in private or state-leased venues. The organiser’s right to control access allows them to set contractual conditions for entry.

Contractual leverage

By purchasing a ticket or receiving accreditation, individuals enter a contract that prohibits unauthorised recording or commercial exploitation of the event.

Broadcasting exclusivity

Under Royal Decree-Law 5/2015, the rights to audiovisual exploitation of professional football are centralised, recognising the competition organiser (LaLiga) as the entity with the power to manage these commercial “proprietary” interests.

Controlling Rights: Access and Footage

Organisers use a “layered” approach to prevent unauthorised footage.

The 90-second rule (right to information)

Under Article 19 of the General Law on Audiovisual Communication (Law 13/2022), broadcasters have a right to access venues to record “short news summaries” (max 90 seconds) for general news programmes without paying.

Accreditation agreements

Any media outlet entering beyond the “short news” exception must sign an agreement that strictly dictates how footage can be used, often requiring “rights back” to the organiser for certain uses.

Anti-piracy legislation

Spain has some of the EU’s strictest anti-piracy measures. Organisers can obtain “dynamic injunctions” from courts, allowing them to block illegal streaming servers in real time during a match.

Applicable Legislation: Consumer Protection

The relationship between a sports event organiser and a fan is governed by the General Law for the Defence of Consumers (LGDCU).

Right to refund

If an event is cancelled or significantly rescheduled, consumers have a non-waivable right to a refund.

Abusive clauses

Terms on a ticket that state “no refunds under any circumstances” or that allow the organiser to change

the venue without notice are often deemed “abusive” and void under Spanish consumer law.

Safety and security

Law 19/2007 (against violence, racism and xenophobia in sport) mandates that organisers provide a safe environment. Failure to do so can lead to massive administrative fines and civil liability for any damages to spectators.

Organisation, Management and Participation

How events are managed

Federative structure

Professional events are typically co-managed by the relevant national sport federation (eg, RFEF) and the professional league (eg, LaLiga).

Public-private co-operation

For major events (such as the GP in Madrid or the America’s Cup), a “consortium” is often formed between the government and private entities to manage logistics, security (Police/Guardia Civil) and tax incentives.

How participation is governed

Licensing

To participate in federated events, athletes must hold a *licencia federativa* (federative licence). This licence acts as a contract where the athlete agrees to abide by the federation’s disciplinary, anti-doping and ethical rules.

The “right to sport”

The new Sports Law (Law 39/2022) explicitly recognises sport as a “right”, ensuring that participation cannot be denied based on discriminatory factors, and providing better legal protection for professional and “high-level” athletes (*Deportistas de Alto Nivel*).

3.2 Duty of Care and Liability

In Spain, the duty of care in sports is a combination of general civil liability, consumer protection and specific anti-violence legislation.

Duty of Care and Relevant Legislation

Organisers owe a “diligent protection” duty to both participants and spectators. This is grounded in:

- the Spanish Civil Code (Article 1902) – the general principle of extracontractual liability, stating that anyone who causes damage to another through fault or negligence is obliged to repair it;
- the Sports Law (Law 39/2022) – establishes sport as a right and mandates that public and private entities guarantee safe conditions for its practice;
- Law 19/2007 (against violence, racism, xenophobia and intolerance in sport) – specifically mandates that organisers are responsible for public order and safety within the venue and its immediate surroundings; and
- the General Law for the Defence of Consumers (LGDCU) – treats spectators as consumers, requiring organisers to provide services that do not pose risks to health or safety.

Limitation and Exclusion of Liability

Liability can be limited, but it is never absolute.

How it can be limited

- Assumption of risk: for athletes, liability is often limited by the “sporting risk” doctrine. Accidental injuries occurring during the normal course of play (following rules) generally do not lead to liability.
- Compliance with regulations: organisers can limit liability by proving that they met all administrative safety requirements (eg, CCTV, capacity limits, security personnel).
- Insurance: organisers must carry Compulsory Sports Insurance (*Seguro Obligatorio Deportivo*) and general civil liability insurance to cover damages.

What cannot be excluded

- Gross negligence or intent (*dolo*): under Spanish law, clauses in tickets or contracts that waive liability for physical injury or death caused by negligence are considered abusive and void.
- Health and safety standards: minimum safety requirements set by Law 19/2007 cannot be contracted away.

Liability of Athletes to Spectators

While rare, athletes can be held liable to spectators in specific scenarios:

- extraneous actions – if an athlete intentionally throws an object (such as a ball or racket) into the stands out of frustration and injures a fan, they are liable because the action is outside the “normal risk” of the game; and
- recklessness – if an athlete engages in a celebration or stunt that violates safety protocols and leads to spectator injury, they (and potentially their club) face civil liability.

Prevention of Violence and Disorder

Spain has one of the most rigorous systems in Europe for stadium safety, managed by the State Commission against Violence, Racism, Xenophobia and Intolerance in Sport.

Security co-ordinator

Every professional match has a police officer (National Police or Guardia Civil) assigned as the “security co-ordinator”, with the power to suspend the match.

CCTV and biometrics

High-risk venues must have comprehensive CCTV. Some stadiums use advanced facial recognition to enforce entry bans.

Prohibited items

Law 19/2007 strictly bans flares, alcohol and symbols that incite hatred or violence. Spectators must submit to searches and “biometric” or ID verification if required.

Sanctions

Fines for fans can reach EUR60,000, with stadium bans of up to five years. Clubs can be fined up to EUR650,000 or be forced to play behind closed doors for failing to prevent disorder.

4. Corporate Structures

4.1 Legal Forms of Sporting Bodies

Sporting bodies in Spain typically adopt legal forms based on their professional status. Professional clubs often use the *sociedad anónima deportiva* (SAD), a specialised limited liability company, while non-professional clubs are usually organised as *clubes deportivos* (non-profit sports associations). Sports govern-

ing bodies (federations) operate as private entities with public functions. These structures are chosen to facilitate financial transparency or investment, or to prioritise reinvestment of profits into sporting activities rather than shareholder dividends.

Legal Structures

SADs

Under Act 39/2022 and previous regulations, most top-tier football and basketball clubs are SADs. This corporate form is designed for profit-oriented entities to allow for external investment and financial regulation. Four football clubs were allowed to remain non-profit as they showed financial solvency when the law entered into force: Real Madrid, FC Barcelona, Athletic Club and CA Osasuna.

Non-professional sports clubs (*clubes deportivos*)

These are generally non-profit associations focused on promoting sports, regulated under the Law 10/1990 and subsequent updates. They are owned by their members and typically reinvest all profits into the club’s development, sporting infrastructure or community programmes.

Sports governing bodies (*federaciones deportivas*)

These are private associations with legal personality and public functions, regulated by the Spanish National Sports Act (Law 10/1990 and 39/2022).

Reasons for Choosing Specific Corporate Structures

Reinvesting profits (*non-profit clubs*)

Non-professional clubs choose the *club deportivo* structure because it prevents the distribution of profits to owners. This allows all income to be reinvested into the club – a requirement for obtaining certain tax benefits and grants.

Attracting investment (SADs)

The SAD structure allows clubs to attract capital investment, which is essential for competing in professional leagues with high costs.

Liability limitation

Both SADs and non-profit associations (when properly incorporated) provide limited liability for their mem-

bers, protecting them from the financial risks associated with running a sports club.

Compliance with regulations

The choice of structure is heavily influenced by the legal requirements to participate in professional competitions (eg, LaLiga) versus amateur leagues.

4.2 Corporate Governance Codes

Spanish sports bodies are required by Act 39/2022 to adopt specific Good Governance Codes focusing on transparency, democracy and integrity. These apply to Spanish sports federations and professional leagues, primarily to improve management, compliance and internal controls. Non-compliance can lead to disciplinary measures under sports regulations.

Key Governance Details in Spain

Applicable entities

The regulations apply to all members and participants within the Spanish sports system, including federations, leagues and professional sports companies (SADs).

Consequences of non-compliance

Violations can lead to penalties under the Spanish Sports Discipline Regulations, which can include fines, suspension of members or other sanctions determined by the *Consejo Superior de Deportes* (CSD).

Other relevant rules and director duties

- Management duties: directors of SADs are held to a strict standard of liability under the Spanish Companies Act.
- Specific responsibilities: managers, employees and athletes are subject to specific Criminal Code provisions regarding corruption and match-fixing.
- General duties: officers of sports organisations must act with diligence, loyalty and in accordance with the law.
- Insolvency penalties: while general company law applies to insolvencies, sporting regulations may impose specific disciplinary actions, including points deductions for failing to meet financial requirements set by governing bodies or leagues.

Key Regulatory Bodies

The CSD is the primary government agency responsible for promoting these standards and overseeing the Spanish sports system.

4.3 Sport Funding

Sport in Spain is primarily funded through a combination of public funds, largely directed by the Council of Ministers and the CSD, alongside private investment, sponsorship and local government (municipality) contributions. With over EUR2.1 billion allocated to the sports sector since 2018, the funding structure supports high-performance athletes, federations and infrastructure development, with a growing focus on women's sport and inclusivity.

Key Funding Sources and Streams

Central government (CSD)

The CSD is the main body, providing direct subsidies to federations, funding high-performance centres, and implementing the “Team España” strategy for elite athletes.

Autonomous communities and local councils

Regional governments and municipalities have a strong role in financing local sports infrastructure, grassroots initiatives and regional clubs.

Private funding

Sponsorship, media rights (especially in football), and individual member fees are significant, with a reported 78,690 sports clubs in 2024, many of which are partially self-funded.

Lottery and gaming

A smaller portion of funding is derived from levies on lotteries (*quinieles*) and betting, contributing to the broader sports budget.

Distribution Mechanisms

Elite sport and federations

The CSD provides direct grants to Spanish sports federations for operating costs and training.

“Team España” elite strategy

Substantial funding goes to specialised programmes targeting Olympic/Paralympic success and retaining technical talent.

Specialised aid (ADO)

The ADO programme (Association of Olympic Sports) is supported by the CSD to fund scholarships for athletes in international competitions.

Local sport

Local authorities manage funding for local clubs, schools and community facilities, focusing on participation.

Infrastructure and innovation

The government invests directly in new infrastructure.

Key Strategic Priorities

Women's sports

Direct grants are increasingly directed towards female competitions.

Inclusivity

This includes support for the Spanish Paralympic Committee and specialised health centres.

Data and technology

Funding is directed towards scientific research in sports performance.

5. Intellectual Property, Data and Data Protection

5.1 Trade Marks

In Spain, trade mark registration is managed by the Spanish Patent and Trade Mark Office (OEPM), granting exclusive rights to distinctive signs that identify goods or services.

How to Register a Trade Mark

The process can be completed online or in person.

- Search – verify availability using the OEPM Trade Mark Locator to avoid conflicts with existing marks.
- Application – submit applicant details, a representation of the sign (logo, word, sound), and a list of goods/services categorised by the Nice Classification.
- Examination and publication – the OEPM conducts formal and legality checks. If cleared, the applica-

tion is published in the Official Intellectual Property Gazette, allowing third parties two months to file oppositions.

- Grant – if no successful oppositions occur, the mark is registered for ten years, renewable indefinitely.

What Cannot Be Registered

Under the Spanish Trade Mark Act (Law 17/2001), the following are prohibited:

- lack of distinctiveness – generic terms or purely descriptive words;
- misleading signs – marks that deceive the public about the nature or origin of the product;
- official emblems – state flags, coats of arms, or protected symbols without authorisation;
- public order – signs contrary to law, public order or morality; and
- prior rights – marks identical or confusingly similar to previously registered trade marks or trade names.

Advantages of Registration

These include:

- exclusivity – grants the sole right to use the mark and prevents competitors from using similar signs for related goods;
- enforcement – enables legal action against infringement, including customs protection to seize counterfeit goods; and
- commercial asset – a registered mark can be licensed, franchised or used as collateral for loans.

Registration Without Use

Spain follows a “first-to-file” system, meaning it is possible to register a mark before using it. However, the following should be noted:

- grace period – once registered, the owner has five years to begin effective and genuine use in Spain; and
- vulnerability – after five years, if the mark remains unused without a valid reason, it becomes vulnerable to cancellation by third parties for non-use.

Notable Sports Examples

Lionel Messi Successfully registered “MESSI” as a European trade mark (protecting him in Spain) after a long legal battle proving that his fame overrode confusion with the brand “Massi”.

Kylian Mbappé owns trade marks for his crossed-arms celebration, protecting his likeness and brand across the EU.

Juventus FC successfully sued a company in court for using their trade-marked logos on NFT digital playing cards without permission.

Adidas has defended its three-band mark in Spanish courts, such as against a bank whose logo was deemed too similar.

5.2 Copyright/Database Rights

The Spanish jurisdiction recognises a robust system of copyright (referred to as *Propiedad Intelectual*), primarily governed by the Intellectual Property Act (IPA), enacted via Royal Legislative Decree 1/1996.

Legal Basis and Requirements

Source

Copyright is derived from statute, not common law. As a civil law jurisdiction, Spain relies on the consolidated Intellectual Property Act and EU Directives.

Basic requirements

To qualify for protection, a work must be:

- original – an intellectual creation of the author;
- expressed – protection applies to the expression of an idea, not the idea itself; and
- fixed – it must be represented in some form (literary, artistic or scientific).

Registration

Copyright is automatic upon the creation of the work; registration is not mandatory for protection. However, authors can register works at the Spanish Intellectual Property Registry.

In terms of benefits, copyright provides *prima facie* evidence of the existence of the work and its ownership, shifting the burden of proof in legal disputes.

Defences to Infringement

Common defences include:

- private copying – reproduction by a natural person for exclusive private use without commercial intent;
- independent creation – proof that the work was created without copying the original;
- fair use – using parts of a work for teaching or research purposes; and
- statute of limitations – claims must generally be filed within five years of the infringement being known (some specific actions differ).

Database Rights

Spain recognises a *sui generis* database right. It protects the substantial investment made in obtaining, verifying or presenting the contents of the database, rather than the originality of the content itself.

Sports Example

High-profile cases often involve LaLiga or other sports leagues protecting their fixture lists or real-time data feeds, where the investment in compiling accurate match data is the basis for claiming protection against unauthorised scraping by betting sites or media outlets.

5.3 Recognising Personality/Image Rights

Spain has a very strong and well-developed legal framework for image rights (known in Spain as *Derecho a la propia imagen*). Unlike some jurisdictions where these rights are purely commercial, in Spain they are considered a fundamental right.

Legal Recognition and Source

Image rights in Spain are derived strictly from statutory and constitutional law, not common law. The recognition is dual-layered:

- constitutional level – Article 18.1 of the Spanish Constitution protects the right to honour, personal and family privacy, and one’s own image as fundamental human rights; and
- statutory level – the primary governing statute is Organic Law 1/1982.

5.4 Protecting Personality/Image Rights

In Spain, an athlete's image rights are protected primarily as a publicity right through the Spanish Constitution (Article 18) and Organic Act 1/1982, allowing control over commercial exploitation. Unfair competition laws, rather than common law, apply to prevent unauthorised use by competitors, enabling actions for cessation, rectification or damages.

Application of Legal Doctrines in Spain

While "passing off" is a common law concept not directly applied in Spain, its functional equivalent is handled through the Unfair Competition Law (Law 3/1991) and intellectual property frameworks.

Protection of image rights

The right to self-image enables athletes to control and monetise their image, treating it as a "publicity right" rather than just a fundamental right.

Unfair competition actions

Athletes can bring actions against third parties for acts of confusion, imitation, exploitation of reputation, or unfair business practices that falsely imply endorsement.

Specific legal recourses

Remedies against third-party exploitation include:

- declaratory action of unfairness;
- action for cessation of the unauthorised use;
- action for damages (if fraud or negligence is proven); and
- action for unjust enrichment.

Key Aspects of Protection

Distinction from merchandising

As indicated by similar European jurisprudence, simple merchandising may not be unfair, but using an athlete's image to imply a false endorsement is actionable.

Scope of control

Athletes can control how their image is used by brands, sponsors or media, restricting unauthorised third-party commercial exploitation.

Limitations

While image rights are strong, they cannot generally be used to prohibit, or require remuneration for, the lawful, authorised audiovisual coverage of sports events, which are primarily managed by event organisers or clubs.

5.5 Licensing

Sports bodies, teams and athletes in Spain exploit their intellectual property primarily through the commercialisation of trade marks, audiovisual rights and image rights. The Spanish legal framework is governed by Law 39/2022 on sports and specific regulations such as Royal Decree-Law 5/2015 for audiovisual exploitation.

Professional Sports Bodies and Teams

Professional entities leverage their intellectual property through high-value collective licensing and branding.

- Audiovisual rights: in professional football, rights are managed collectively (eg, by LaLiga). Revenue is generated through the sale of broadcasting licences to domestic and international networks.
- Trade marks and merchandising: clubs register names, shields and distinctive signs as trade marks with the Spanish Patent and Trade Mark Office (OEPM).
- Sponsorship agreements: teams license their brand to sponsors. These contracts often include "ambush marketing" protections to ensure exclusivity for official partners.

Professional Athletes

Professional athletes in Spain exploit their publicity rights under Organic Law 1/1982. Regarding personal branding, high-profile athletes register personal trade marks for names or signature poses to monetise merchandise and endorse products.

Non-Professional

In Spain, the college sports model differs significantly from the US NIL (name, image and likeness) system.

Federated versus collegiate

Most Spanish non-professional athletes compete through federations rather than university-owned pro-

grammes. While there are over 4.2 million federated licences in Spain, the commercial exploitation of collegiate intellectual property is minimal compared to the USA.

Limited commercialisation

Spanish university athletes (non-professionals) rarely have individual licensing deals. Their image rights are protected by general law (LO 1/1982), but the market for collegiate intellectual property licensing is not yet developed like in the USA.

High-performance status

Student-athletes may obtain “High-Level Athlete” (*Deportistas de Alto Nivel*, DAN) status from the CSD, which provides academic support and certain public grants rather than direct intellectual property licensing revenue.

5.6 Assignment of IP Rights

In Spain, the assignment of intellectual property and image rights is subject to several legal and tax-related restrictions designed to protect the human element of the creator or athlete.

Inalienability of Moral Rights

Under the Spanish Intellectual Property Act (LPI), moral rights (such as the right to be recognised as the author and the right to the integrity of the work) are inalienable and cannot be waived or assigned. Only economic rights (exploitation rights such as reproduction and distribution) can be assigned to third parties.

Formalities and Presumptions

Written form

All assignments of exploitation rights must be formalised in writing. If not, the author may terminate the agreement.

Temporal and territorial limits

If a contract does not specify a duration, the assignment is legally limited to five years and restricted to the country where the transfer took place.

Future works

Spanish law prohibits the global assignment of all works that an author may create in the future; such clauses are considered null.

Restrictions on Athlete Image Rights

Professional athletes in Spain face unique restrictions when assigning their image rights to third parties.

The 85/15 rule

To prevent tax evasion, Spanish law mandates that at least 85% of an athlete’s total income from their club must be treated as employment salary. Only a maximum of 15% can be paid to a third-party company for image rights. Nevertheless, the Spanish Tax Agency sanctioned several athletes that implemented the 85/15 rule, questioning whether the image rights company provides a real service or whether it is merely an instrument to avoid taxes.

Express consent

Under Organic Law 1/1982, image rights are considered fundamental rights. Any commercial use by a third party requires express, specific consent, which can generally be revoked by the athlete at any time, subject to potential damages.

Professional and Non-Professional Sports

Federation restrictions

The Sports Law (Law 39/2022) expressly prohibits the establishment of commercial relationships (such as direct intellectual property/image licensing deals) between a sports federation and any athlete likely to participate in its official competitions to avoid conflicts of interest.

Collective licensing

In professional football, individual clubs cannot independently license their audiovisual rights; these must be assigned to and managed collectively by the league (eg, LaLiga) under Royal Decree-Law 5/2015.

5.7 Data in Sport

In Spain, sports data has evolved from a niche tactical tool into a multi-million euro strategic pillar, driven largely by elite football and the growing SportTech ecosystem.

Common Data Uses in Spain

Athlete performance

Elite clubs use tracking and analysis platforms. This data is used by coaches to adjust tactics and by med-

ical staff to monitor GPS-based metrics (workload, heart-rate variability) to prevent injuries.

Spectator engagement

Spanish clubs use customer relationship management (CRM) systems to analyse fan spending habits and digital footprints.

Equipment and public policy

The Spanish government, through the CSD, leverages the DEPORTEData portal. This open-data initiative tracks sports habits and facility usage to guide public investment in infrastructure and equipment.

Commercial Opportunities

The sports analytics market in Spain is a primary driver of the digital economy, presenting several high-growth avenues.

Hyper-personalised sponsorships

Data allows brands to move beyond generic logos. By analysing fan segments, sponsors can deliver targeted digital campaigns, increasing ROI for brands.

Scouting and asset valuation

Data-driven scouting (using platforms such as Stats Perform) allows smaller Spanish clubs to find undervalued talent globally, creating a “buy low, sell high” commercial model that sustains their financial health.

Betting and media rights

High-speed data feeds are sold to betting operators and broadcasters to create real-time infographics and interactive betting markets, which are massive revenue streams in the Spanish market.

Fitness and health tech

There is a booming B2B market for start-ups providing Software as a Service (SaaS) solutions to local gyms and amateur academies that want to replicate professional-grade data tracking for the general public.

5.8 Data Protection

In Spain, the legal framework for sports data is a combination of EU regulation and specific national adaptations.

Core Legal Framework

GDPR

As an EU member, Spain applies the GDPR directly, governing any data processing involving EU citizens.

Organic Law 3/2018

This Spanish law adapts and supplements the GDPR. It is crucial because it clarifies specific scenarios, such as the mandatory appointment of a Data Protection Officer (DPO) for sports federations and entities that handle data of minors or large-scale processing.

The Sports Law (Law 39/2022)

This updated national law integrates data protection principles into the management of professional and amateur sports, particularly regarding the rights of athletes.

How the GDPR Affected the Spanish Sports Sector

The shift to the GDPR necessitated a move from “reactive” to “proactive” compliance. Key impacts include the following.

Special category data

Information regarding an athlete’s health, injuries and biometric performance is treated with the highest level of protection. Use of this data now requires explicit, granular consent or a clear “public interest” justification (eg, anti-doping).

Transparency requirements

Clubs and leagues must provide detailed Privacy Policies explaining exactly who has access to performance data and how long it is stored.

Sanctioning power

The Spanish Data Protection Agency (AEPD) has become one of the most active in Europe, frequently auditing sports organisations.

Interesting Examples and Case Law

The LaLiga App

In a landmark case, the AEPD fined LaLiga EUR250,000. Its official mobile app used the microphone and GPS of users’ phones to detect whether they were in a bar broadcasting pirated football matches. The AEPD ruled that users were not adequately informed that

their microphones would be activated for this specific purpose.

Facial recognition in stadiums

The AEPD recently fined LaLiga EUR1 million for failing to conduct a proper Data Protection Impact Assessment (DPIA) before attempting to implement biometric access control (facial recognition) in stadiums, citing it as “disproportionate”.

6. Dispute Resolution

6.1 Role of National Court Systems

In Spain, the role of national courts is defined by a strict separation between public/administrative sports law and private/commercial sports law, a distinction sharpened by Law 39/2022 on sports.

The Competence of National Courts

National courts are divided into three main branches.

- Civil courts handle disputes over private contracts, intellectual property licensing, and debt claims between clubs or athletes. Since 2022, they also review private disciplinary matters that were previously handled by administrative bodies.
- Administrative courts review decisions made by the TAD concerning public functions, such as doping, election disputes and high-level athlete status.
- Social/labour courts have exclusive jurisdiction over employment disputes.

Exhaustion of Internal Remedies

Administrative path

For matters involving federative public functions, one must appeal through the federation’s internal committees and finally to the TAD. Only after a TAD ruling is the administrative route exhausted, allowing one to file a lawsuit in the National High Court (*Audiencia Nacional*).

Private/disciplinary path

Under the Sports Law, federations must offer alternative dispute resolution (ADR) such as conciliation or arbitration. While athletes can choose to go to civil courts, they must usually complete the federation’s internal disciplinary steps first.

Arbitration clauses

If an athlete or club has signed a contract containing an arbitration clause, they waive their right to national civil courts. The dispute must go to a body such as the Court of Arbitration for Sport (CAS) or a domestic equivalent. National courts can only intervene to annul an award on very narrow procedural grounds.

Summary of Procedural Flow

- Internal committees: (federation/league level) – mandatory.
- TAD or ADR: (administrative or private arbitration) – mandatory to exhaust administrative route.
- National courts: (civil/administrative) – final review.

6.2 ADR Mechanisms

In Spain, ADR for sports disputes has evolved into a mandatory or highly encouraged prerequisite for parties before reaching national courts. This framework is designed to provide specialised faster, and more cost-effective solutions for the sporting community.

Key ADR Mechanisms

Parties can resolve disputes through several specialised bodies, depending on whether the issue is administrative, disciplinary or contractual.

Federation-based systems

Under current law, Spanish sports federations and professional leagues are required to maintain internal systems for out-of-court dispute resolution. These systems are typically voluntary and free of charge for athletes.

TAD

The TAD is the final administrative authority for disciplinary matters, anti-doping violations and election disputes. Its decisions exhaust administrative remedies, meaning they can only be appealed thereafter to the Spanish ordinary administrative courts.

Governing Legislation

The process is governed by a blend of specialised sports law and general procedural reforms.

Law 39/2022

This is the foundational law for modern Spanish sport. It mandates that federations offer ADR channels and defines the competencies of the TAD.

Organic Law 1/2025

This recent reform makes attempting an ADR mechanism (such as mediation or conciliation) a mandatory prerequisite before filing most civil lawsuits.

Law 60/2003

This provides the legal framework for all private arbitration in Spain, ensuring that arbitral awards have the same legal weight as a court judgment (*res judicata*).

Law 5/2012 on mediation

This regulates the mediation process, focusing on neutrality, confidentiality and the voluntary nature of the agreement.

6.3 Sanctions, Remedies and Challenges

In Spain, the power of sports governing bodies to enforce sanctions – and the pathways to challenging them – was significantly restructured by the Sports Act (Law 39/2022).

Powers of Sports Governing Bodies

Spanish sports governing bodies (federations and professional leagues) have the authority to impose and enforce sanctions based on their own statutes and regulations, which act as a private contract between the body and its members.

Sanctioning scope

Sports governing bodies can issue sporting sanctions (eg, bans, point deductions, relegation) and financial sanctions (eg, fines for breaches of internal financial fair play or disciplinary codes).

Enforcement mechanism

Under Law 39/2022, federations and leagues are required to implement specific enforcement procedures for disciplinary matters.

Administrative delegation

When national federations exercise public administrative functions, their decisions carry administrative weight, though the 2022 law has moved many purely

private or commercial disputes towards civil jurisdiction.

Remedies for Challenging Decisions

Parties wishing to challenge a sanction must follow a specific hierarchy of remedies.

- Internal appeal: most sports governing bodies require an internal appeal to a disciplinary committee (eg, *Comité de Apelación*) before external action.
- Administrative appeal before the TAD (Administrative Court of Sport): the final administrative instance for disciplinary, doping and electoral matters. Its decisions exhaust administrative remedies.
- Judicial review before ordinary courts – depending on the nature of the dispute:
 - (a) civil courts for purely private, commercial or contractual disputes; or
 - (b) administrative courts to challenge final decisions made by the TAD.

7. Employment Contracts and Rights

7.1 Sports-Related Employment Contracts

In Spain, the legal bond between professional athletes and their clubs is unique, blending strict labour protections with specific sporting requirements.

Employment Status and Contracts

Special employment relationship

Professional athletes are considered employees, but they do not fall under the general Workers' Statute. Instead, they are governed by Royal Decree 1006/1985. This law acknowledges the special nature of sports, allowing for fixed-term contracts and specific termination rules.

Collective bargaining

While contracts are individual, they must comply with Collective Bargaining Agreements (CBAs) negotiated between unions such as the AFE (football) or ABP (basketball) and the respective leagues. These CBAs set minimum salaries, vacation days and insurance requirements.

Salary Caps and Economic Control

LaLiga's squad cost limit

This is a proactive financial control system. Rather than a flat tax, LaLiga calculates a maximum budget for each club based on their specific income, debts and structural expenses. Clubs cannot register new players if they exceed this limit.

ACB (basketball)

This implements a financial equilibrium model that sets minimum budgets and monitors debt levels to ensure sustainability.

Restraint of Trade and Competition Issues

Buy-out clauses

Under RD 1006, every professional athlete has a statutory right to terminate their contract early by paying an indemnity. If the amount is not pre-agreed in the contract, a labour court determines it based on salary and remaining years.

Non-compete clauses

Agreements preventing a player from joining a rival after their contract ends are generally disfavoured. They are only valid if:

- the club has a legitimate interest; and
- the player is paid a specific compensation for the restriction.

7.2 Employer/Employee Rights

In Spain, the application of employer/employee rights to sports governing bodies and professional athletes is dual-layered, combining the special labour relationship of athletes with their clubs and the administrative/regulatory relationship with federations.

Application of Labour Rules

Sports organisations in Spain act as employers under the following primary frameworks.

Royal Decree 1006/1985

This is the *lex specialis* for professional athletes, taking precedence over general labour law. It mandates that contracts must be fixed-term and grants athletes the unique right to unilaterally terminate their contract by paying a buy-out clause.

Spanish Workers' Statute

This applies subsidiarily to athletes for matters not covered by RD 1006/1985 and as the primary law for non-athlete employees of sports governing bodies (eg, administrative staff).

Collective bargaining agreements (CBAs)

In professional sports such as football and basketball, specific CBAs further refine rights such as minimum wages and holiday entitlements.

Noteworthy Disputes and Case Law

Breaches of these labour and regulatory rules have led to significant legal battles in Spain.

Unjustified dismissal in football

The Madrid High Court recently ruled a professional player's dismissal by their club to be unjustified, ordering the club to pay the full salary remaining for the seasons stipulated in the contract.

The Rubiales case and women's national team

This dispute highlighted systemic issues in the RFEF regarding workplace conditions, harassment and gender equality.

Severance pay for fixed-term contracts

The Spanish Supreme Court confirmed that even elite athletes on high-salary fixed-term contracts are entitled to statutory severance pay upon the contract's natural expiry, applying the general Workers' Statute when RD 1006/1985 is silent.

Joint liability in player loans

Under Spanish law, if a player is loaned, both the parent club and the loaning club remain jointly and severally liable for labour and social security obligations. Disputes frequently arise when one club fails to pay its share of social security.

7.3 Free Movement of Athletes

In 2026, the rules governing foreign athlete participation in Spain continue to be shaped by a combination of EU mandates and specialised national labour laws.

Foreign Athlete Quotas

Spanish law distinguishes between athletes based on their nationality and specific international treaties.

EU athletes

Under the principle of free movement of labour, athletes from EU member states are treated as domestic players. There are no legal limits on the number of EU athletes a Spanish club can sign or field.

Non-EU athletes

Sports governing bodies have the power to impose quotas on players from outside the EU. Nevertheless, there are those that allow athletes from African, Caribbean and Pacific countries to be exempt from non-EU quotas due to the Cotonou Agreement (and its 2024–2026 successors), which grants them equal treatment in labour conditions once they are legally employed in Spain.

National team obligations

Under Law 39/2022, any athlete with Spanish nationality is legally obliged to participate in the national team if called upon; refusal is considered a very serious offence.

Visa and Residency Requirements

Professional athletes from non-EU/EEA/Swiss regions must obtain specific authorisations to live and work in Spain.

Professional athlete residence permit

This specialised permit allows athletes and coaches to reside and work legally. Key requirements include:

- employment contract – a signed contract with an authorised sports entity specifying salary and duration;
- criminal record – a clean record certificate from the athlete's home country for the last five years; and
- process – the hiring organisation initiates the process at the Foreigners Office in Spain, and once approved the athlete must apply for the visa at a Spanish consulate in their home country.

8. Women's Sport

8.1 Development and Growth of Women's Sport

Women's sport in Spain has transitioned from a developing niche to a professionalised, commercially sig-

nificant movement, catalysed by the official professionalisation of Liga F (the women's football league) in 2022.

Recent Trends and Professionalisation

Spanish sports are increasingly separating women's commercial assets from men's. LaLiga acts as the exclusive commercial agent for Liga F, securing dedicated deals such as the EUR42 million minimum guarantee over five years for marketing assets.

Professional status

Beyond football, basketball and other disciplines have seen a surge in federated licences; in 2023, female sports licences in Spain surpassed one million for the first time, representing 25% of all national sports licences.

Notable statistics (2024–2025 season)

The 2024/2025 season marked a historic peak for women's football in Spain.

- Viewership: total TV audiences for Liga F exceeded 6.7 million viewers, a staggering 90% increase from the previous campaign.
- Attendance: match attendance grew by 7% year-on-year and has risen 120% since the pre-professional 2021/22 era. The game between FC Barcelona and Real Madrid alone attracted over 540,000 television viewers.

Major Commercial and Media Deals

Title sponsorship

Liga F signed a major deal with the energy company Moeve for the 2024/25 season, which includes the creation of a technical office for environmental sustainability.

Media rights

DAZN holds the global rights for Liga F through the 2026/27 season in a deal valued at approximately EUR35 million. Additionally, RTVE (the Spanish public broadcaster) secured free-to-air rights for the 2026 World Cup in a deal worth roughly EUR55 million.

Long-term support

Iberdrola, a pioneer in Spanish women's sport, renewed its partnership with the RFEF through 2030,

supporting over 800,000 female athletes across 35 federations.

8.2 Organisations and Initiatives to Promote Women's Sport

In Spain, the growth of women's sport is driven by a sophisticated network of government initiatives, private sponsorships and labour advocacy groups focused on structural professionalisation.

Key Organisations

The Association of Women in Professional Sport (AMDP)

This is a leading advocacy group that lobbies for gender equality in sports leadership and media visibility. The AMDP was instrumental in the legislative push for the 2022 Sports Act.

Liga F

As the first fully professionalised women's league in Spain, Liga F functions as an autonomous commercial entity, managing its own broadcasting and sponsorship assets independently of men's structures.

FUTPRO

The first specialised union exclusively for female football players in Spain, FUTPRO gained international prominence for its role in negotiating the historic first collective bargaining agreement for professional women footballers.

Major Developmental Initiatives

Universo Mujer (CSD)

Managed by the CSD, this is a comprehensive programme classified as an "event of exceptional public interest". It offers private companies tax incentives of up to 90% for investing in women's sports projects, funding everything from grassroots clinics to elite competitions.

Women and Sport Programme (CSD)

This initiative provides direct grants to national federations specifically for the training of female coaches and referees, ensuring that the growth of women's sport is supported by a robust technical infrastructure.

Plan ADOP (paralympic support)

This is a specialised programme that ensures female paralympic athletes receive equal financial aid and training resources, contributing to Spain's high success rate in international para-sports.

Institutional Progress

The 2022 *Ley del Deporte* now mandates that all sports federations must have a balanced gender representation on their boards (minimum 40%) and requires them to implement specific protocols for pregnancy and nursing for professional athletes.

9. Esports

9.1 Development and Growth of Esports

In 2026, Spain remains one of Europe's most vibrant esports markets, characterised by a massive audience of nearly 19 million consumers and a shifting professional landscape. The industry has evolved from a niche activity into a mainstream entertainment sector worth approximately EUR150 million as of late 2023, with continued growth projected into the late 2020s.

Market Evolution and Recent Trends

Professionalisation

Esports is no longer just "gaming" but a multidisciplinary sector impacting the labour market and integrating technologies such as VR and 5G. Professionalisation has led to dedicated educational programmes, which train students in industry management.

Virtual sports integration

Traditional sports clubs are increasingly establishing "virtual" sections.

9.2 Key Trends and Notable Deals in Esports

A major shift occurred in 2026 when the management of League of Legends, the cornerstone of Spanish esports, moved from LVP (Mediapro) to a joint venture between LastLap and Cabal Esports. The league was reduced to eight elite teams to ensure financial stability for participants.

10. NFTs, AI and the Metaverse

10.1 Non-Fungible Tokens (NFTs)

In 2026, the NFT market in Spain has shifted from speculative digital art towards utility-based assets and fan engagement tools. While the initial hype has cooled, sports organisations have integrated blockchain technology into their core commercial strategies to create deeper connections with global fanbases.

How Sports Organisations are Using NFTs

Smart ticketing

Leading clubs in LaLiga use NFTs to replace traditional tickets. These Smart NFTs prevent fraud, facilitate secure secondary market resales, and transform into digital collectibles (containing match highlights or stats) once the game ends.

Fantasy sports and licensing

Sorare remains a dominant partner for Spanish football. Clubs monetise player image rights through digital “cards” that fans use in play-to-earn fantasy leagues. This creates a recurring revenue stream through secondary market transaction fees.

Metaverse merchandising

Clubs such as FC Barcelona and Real Madrid have launched digital kits and “wearables” for avatars in virtual worlds. This allows sponsors (eg, Nike, Adidas) to sell digital-only apparel, bypassing physical manufacturing costs.

Opportunities

Global monetisation

NFTs allow Spanish clubs to monetise their international fans who may never visit Spain, providing them with a sense of “ownership” and exclusive digital access. Regarding historical archive monetisation, organisations can sell “iconic moments” (video clips of historic goals or trophies) as limited-edition NFTs, turning digital archives into liquid assets.

Data and personalisation

Blockchain technology allows clubs to track fan behaviour and preferences more accurately, enabling highly personalised sponsorship activations.

Risks and Challenges

Regulatory scrutiny

In 2026, the EU’s Markets in Crypto-Assets (MiCA) Regulation is fully active. Spanish clubs must comply with strict transparency and consumer protection rules, as NFTs marketed as “investments” can lead to heavy fines if they lack proper disclosures.

Market volatility

The crash of several high-profile NFT projects in previous years has left many fans wary. If a club-backed NFT loses significant value, it can lead to reputational damage and accusations of exploiting loyal fans.

ESG concerns

Despite the move to “proof of stake” networks, the perceived environmental impact of blockchain remains a hurdle for brands with strict ESG policies.

Complexity

The technical barrier for the average fan (setting up wallets, managing private keys) remains a significant hurdle for mass adoption.

10.2 AI

In 2026, the intersection of AI and sports in Spain is primarily governed by a pioneering EU legal framework, while sports entities have moved from experimental pilots to integrating AI as a core pillar of their operational and commercial strategies.

Key AI Legislation and Regulation

The regulatory landscape is dominated by the EU AI Act and its specific implementation within Spanish law.

EU AI Act (Regulation (EU) 2024/1689)

This is the foundational law, becoming fully applicable on 2 August 2026. It classifies AI systems by risk (unacceptable, high, limited or minimal).

- High-risk systems: AI used in recruitment, biometric identification (stadium access) or performance assessment may be classified as “high-risk”, requiring strict data governance and human oversight.
- Prohibited practices: remote biometric identification (facial recognition) in public spaces is generally

prohibited, with very narrow exceptions – a rule already impacting Spanish stadiums.

Spanish Agency for AI Supervision (AESIA)

Spain is the first EU country to establish a dedicated agency (AESIA) to oversee AI compliance and enforce the AI Act.

Spanish Data Protection Agency (AEPD)

The AEPD actively monitors AI's use of biometric data. For example, in late 2024, it fined CA Osasuna EUR200,000 for unauthorised facial recognition at El Sadar stadium.

How AI is Used in Spanish Sport

Sports organisations and brands in Spain are leveraging AI to optimise three main areas.

Performance and injury prevention

Clubs such as Valencia CF and Getafe CF use AI to analyse real-time biometric data (heart rate, muscle fatigue) to predict injury risks before they occur.

Scouting and recruitments

LaLiga and its clubs utilise machine learning to evaluate global player metrics, market value and tactical fit, reducing subjectivity in high-value transfers.

Fan engagement and monetisation

Brands and broadcasters use AI for automated highlight generation, personalised commentary styles, and targeted advertising that delivers real-time offers during match breaks.

10.3 The Metaverse

The metaverse in Spain has transitioned from purely speculative “land grabs” to experiential fan zones and digital twins of iconic sports infrastructure. It serves as a bridge for clubs to connect with younger, global audiences who consume sports through interactive platforms rather than linear TV.

Practical Applications in Spain

Stadium digital twins

Major clubs such as Real Madrid and Atlético de Madrid have launched 1:1 digital replicas of their stadiums. These allow global fans to visit the dressing rooms and trophy rooms and sit in the stands using VR headsets or browsers.

Virtual ticketing

Organisations are experimenting with virtual VIP seats, where fans pay for a premium 360-degree immersive view of a live match from a perspective (such as the dugout) that is not available on traditional broadcast.

Immersive training

High-performance centres in Spain use the metaverse for tactical visualisation, allowing players to “walk through” set-piece strategies in a simulated environment before executing them on grass.

Use by Organisations and Sponsors

Branded mini-games

Sponsors are moving away from static logos. Brands create interactive challenges within a club's virtual world, rewarding winners with discounts on physical merchandise or real-world tickets.

Phygital merchandising

Through partnerships with platforms, Spanish clubs sell “phygital” items – digital jerseys for avatars that come with a discount code for the physical version of the shirt.

Trends and Developments

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Jofre Sports Law

Jofre Sports Law is a boutique law firm that specialises in providing comprehensive legal advice in the sports industry, with a particular focus on professional football but also covering other sports such as golf, basketball, tennis, etc. The firm is led by Joaquín Jofre, former legal director of Málaga CF, and brings together a dedicated team of specialised sports lawyers based in Spain. The practice covers contractual, employment, tax and disciplinary matters, as well as club management mandates and regulatory issues before national and international bodies. The team

regularly advises clubs, players, agents, coaches and sports executives on transfer agreements, employment contracts, sponsorship and image rights structures, training compensation and solidarity contribution claims. Jofre Sports Law represents clients in complex disputes before FIFA, the CAS and national federations, and has significant experience in acting for top-tier Spanish clubs and other stakeholders in high-profile contentious and non-contentious matters.

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Taxation of Player Transfers and LaLiga Financial Fair Play: Recent Spanish Developments

Spain as a key transfer market

Spain remains one of the main destinations for international football transfers, particularly for players coming from South America and other emerging markets. The combination of high media exposure, competitive salaries and the prestige of LaLiga means that Spanish clubs are regularly involved in cross border deals, either as buyers of promising talent or as sellers of established players to other European leagues. This constant flow of transactions has turned Spain into a reference jurisdiction for tax authorities, regulators and investors seeking to understand how legal frameworks adapt to the realities of the football business.

In recent years, two trends have come to the forefront. First, Spanish tax authorities and courts have been refining their approach to capital gains arising from the transfer of federative rights when a foreign club sells a player to a Spanish club. Second, LaLiga's financial control regime, often referred to as the league's financial fair play, has continued to evolve, with frequent adjustments to its squad cost limit methodology and to the flexibility mechanisms available to clubs. For international stakeholders, these developments are not isolated: together, they determine whether a deal is fiscally efficient and whether it can actually be executed within the economic control parameters imposed on Spanish clubs.

The Racing case: federative rights "exercised in Spain"

The Audiencia Nacional's (National High Court) decision in the *Racing Club de Avellaneda* case is a cornerstone in understanding Spain's current doctrine on the taxation of transfer gains. The dispute stemmed from the transfers of Rodrigo de Paul to Valencia CF and Luciano Vietto to Villarreal CF, which generated significant capital gains for Racing as their former club. The Spanish tax authorities argued that, despite Racing being resident in Argentina, Spain was entitled to tax a portion of the gains because the federative rights were ultimately acquired by Spanish clubs and had to be exercised within Spanish territory.

Racing challenged this position, relying on the double taxation convention between Spain and Argentina and

claiming that the gains should only be taxed in Argentina as the club's state of residence. The Audiencia Nacional dismissed this argument and confirmed a tax bill of around EUR2.8 million, effectively endorsing the tax authority's interpretation. The judgment includes an emphatic statement that there is "no doubt" that the federative rights transferred are rights that must be exercised in Spain, which allows Spain to assert taxing rights over the corresponding capital gains. That phrase, now widely quoted in commentary on the case, signals a clear willingness to apply a source based logic to transfers that result in the player performing in LaLiga.

Accounting treatment of federative rights and extraordinary income

The legal reasoning in the *Racing* case is intertwined with the way Spanish law treats federative rights from an accounting and corporate perspective. Under the Spanish Accounting General Plan for sports public limited companies, the cost of acquiring a player's federative rights is capitalised as an intangible fixed asset on the balance sheet. The asset is then amortised over the duration of the player's contract, reflecting the consumption of the economic benefits expected from the player's services.

When the player is transferred, the difference between the transfer fee and the net book value of the federative rights is recorded as extraordinary income, which from a tax point of view is treated as a capital gain. This approach emphasises that the rights are "located" in the club's balance sheet and that their economic realisation occurs when the rights are transferred or expire. In the *Racing* case, even though Racing was the selling club and the accounting rules in Argentina were not identical, the Spanish authorities argued that the economic value of the rights was ultimately linked to their exercise in Spain, since the players were joining Spanish teams. The court considered this argument compatible with the logic of the Spanish accounting framework and the concept of extraordinary income from the disposal of fixed assets.

Source of the gain: interaction with double taxation treaties

The double taxation convention between Spain and Argentina was central to the legal debate. Unlike some

treaties that explicitly allocate taxing rights on capital gains from the sale of shares or immovable property, the Spain–Argentina convention leaves greater residual power to the domestic law of each country for gains that are not expressly mentioned. The Spanish tax authorities took the view that, under this wording, Spain could treat the gain as arising from an asset economically connected with its territory, given that the federative rights had to be exercised in Spain and were necessary for the player to be registered with the Spanish federation.

Spanish economic administrative tribunals had already shown an inclination to consider that the added value of a transfer is generated in the jurisdiction where the player will provide services and where the sporting rights will be exploited. The Audiencia Nacional effectively consolidated this line of reasoning, confirming that Spain may tax the gain alongside the seller's home country, subject to the operation of domestic rules on double taxation relief. For clubs in other countries with similar treaty clauses, the case is a warning that Spain might claim taxing rights even when the seller is clearly non resident and the negotiation and signing of the transfer agreement occur outside Spain.

Practical impact on foreign clubs and risk of double taxation

For foreign clubs transferring players to LaLiga, the *Racing* decision changes the risk calculus. The possibility that Spain may issue an assessment several years after a transfer obliges clubs to consider long term exposure when they negotiate the price and structure of deals. If the club's home jurisdiction does not fully recognise the Spanish tax as creditable, or if practical obstacles prevent the full utilisation of foreign tax credits, the result may be economic double taxation.

In addition, the administrative burden associated with audits, document requests and potential litigation in Spain can be significant, especially for clubs that do not have a permanent presence in the country. Accounting teams may need to keep detailed records of past transfers involving Spanish clubs to answer queries from the Spanish authorities many years later. From a cash flow perspective, the prospect of hav-

ing to fund an unexpected tax bill in Spain may force clubs to adopt more conservative distribution policies and delay investments that depend on transfer proceeds.

It is also likely that market behaviour will adapt. Foreign clubs may gradually incorporate a "Spain premium" into their transfer valuations, increasing the requested fee or adjusting bonus structures to compensate for the potential Spanish tax. In competitive bidding scenarios where several European leagues are interested in the same player, the additional friction created by the Spanish tax position might influence the seller's preference towards other destinations, especially where tax outcomes appear more predictable.

Contractual safeguards and negotiating dynamics

In this context, detailed drafting becomes a critical tool to allocate tax risks between the parties. Transfer agreements may include gross up clauses, under which the buyer agrees to increase payments to keep the seller whole if a particular tax is triggered, or tax indemnity provisions that specify which party bears any additional assessments arising from a given transaction. These clauses can be heavily negotiated because Spanish clubs, already constrained by LaLiga's squad cost limit, are wary of assuming open ended obligations that could crystallise years later.

The *Racing* case also encourages parties to address co-operation and information sharing obligations explicitly. A selling club that receives a notice from the Spanish authorities may need documents held by the Spanish club, such as the contract filed with the league or internal calculations of amortisation, to support its position. Conversely, Spanish clubs may wish to ensure that the selling club provides timely information about its own tax audits or appeals that could have consequences for future cross border dealings. In more sophisticated structures involving investment funds, third party ownership restrictions and sell on percentages, the allocation of Spanish tax risk becomes even more complex, requiring careful alignment of interests among multiple stakeholders.

LaLiga's financial control and the squad cost limit

While tax authorities and courts focus on public revenues, LaLiga's economic control regulations seek to

protect the financial sustainability of clubs and the integrity of competition. The core concept is the squad cost limit, which caps how much each club can spend on its sporting workforce each season. The calculation starts from the club's projected recurring revenue, including broadcasting income, sponsorship, ticketing and commercial activities, to which certain extraordinary items can be added or from which adjustments are made. Non sporting operating expenses, financial costs, historic losses and debt servicing commitments are deducted to determine the "available" amount that can be spent on player and coaching staff salaries and on the amortisation of transfer fees.

LaLiga reviews the submitted budgets, may challenge clubs' projections and ultimately sets an official limit that is binding for registration purposes. If a club exceeds its limit or attempts to register contracts that would push it beyond the authorised figure, LaLiga can block registrations or impose corrective measures. The system is more detailed and prescriptive than UEFA's historical financial fair play model, with real time implications for transfer activity, as clubs must constantly monitor the impact of new signings and renewals on their available margin.

Current pressures, disparities and recent reforms

Published squad cost limits reveal stark inequalities between clubs competing in the same division. In one recent season, Real Madrid and Barcelona enjoyed limits of roughly EUR754 million and EUR463 million respectively, reflecting their strong revenue base and, in the case of Barcelona, the impact of extraordinary asset transactions.

At the other end of the spectrum, clubs such as Sevilla have faced limits below EUR1 million, a level that barely allows the registration of a professional squad and has been described as unsustainable in the medium term. Such disparities create a challenging environment for sporting competitiveness and increase pressure on smaller clubs to generate transfer profits and reduce wage bills.

In response to both clubs' demands and market realities, LaLiga has approved a series of reforms aimed at refining the balance between discipline and flexibility. One of the most significant changes concerns how

capital injections by shareholders are treated: instead of being limited to a flat EUR4 million per season for the purpose of improving the squad cost limit, qualifying injections can now reach up to 25% of the club's net turnover, allowing larger clubs with solid fan bases to strengthen their balance sheets more meaningfully. There have also been adjustments to the variable margins applied to certain clubs, tightening control in the first division while providing slightly more room in lower categories.

Flexibility mechanisms, youth investment and "wild cards"

The regulatory trend is not purely restrictive. LaLiga recognises that strategic investment in youth academies and women's football can improve the long term sustainability and brand value of the competition. Accordingly, recent changes have clarified that certain expenditures on these areas may be treated more favourably in the calculation of the squad cost limit, effectively encouraging clubs to allocate resources to development projects that do not immediately translate into first team salaries.

At the same time, LaLiga has introduced specific flexibility mechanisms to deal with contract renewals and the dynamics of the winter transfer window. One such mechanism, sometimes described as a "wild card", allows clubs to renew one player's contract under conditions that are slightly more lenient for economic control purposes, provided that certain criteria are met and that the club's overall financial trajectory remains acceptable. The goal is to prevent situations where a key player must be sold purely for regulatory reasons, undermining sporting continuity and potentially reducing the value of the competition. However, the scope of these mechanisms is deliberately narrow, and clubs cannot rely on them as a substitute for prudent financial management.

Interaction between tax doctrine and financial fair play

When considered together, the Spanish tax doctrine on federative rights and LaLiga's financial control rules create a tightly interwoven framework for transfer operations. A higher gross transfer fee negotiated to compensate a foreign club for potential Spanish taxation will increase the buying club's amortisation

charge and may quickly consume its available squad cost limit. Conversely, a Spanish club that needs to comply with a strict limit may push for lower fixed fees and higher performance related add ons or sell on clauses, which can affect when and where the selling club recognises income and may influence the tax analysis in both jurisdictions.

The timing of cash flows is also crucial. LaLiga's regulations often differentiate between payments made within the season and deferred instalments, while tax authorities focus on when the right to receive the income arises and whether it should be recognised on an accrual basis. Complex arrangements such as loans with mandatory purchase options, conditional obligations depending on appearances or survival in the division, and multi club ownership structures further complicate the interaction between accounting, tax and regulatory considerations. In practice, clubs and their advisers must simulate various scenarios to ensure that a transfer not only complies with the letter of the regulations but also retains economic sense once all tax and financial control effects are taken into account.

Implications for investors, funds and multi club ownership

The modern football industry increasingly involves investment funds, private equity vehicles and multi club ownership groups that hold stakes in several entities across different jurisdictions. For these actors, Spain's evolving tax and regulatory environment carries both risks and opportunities. On the risk side, past transfers involving Spanish clubs may give rise to contingent liabilities if Spain decides to apply the doctrine confirmed in the *Racing* case to transactions that were not originally conceived with this tax outcome in mind. Investors acquiring a shareholding in a foreign club that has historically sold players to LaLiga may need to conduct specific tax due diligence on those operations, reviewing whether any exposure exists and how it has been provisioned.

On the opportunity side, a deep understanding of LaLiga's economic control rules can allow financially disciplined investors to identify undervalued assets. Clubs that are structurally constrained by low squad cost limits may be open to innovative deals, such as profit sharing arrangements, option structures or co investment in player development, as long as they comply with league rules and international transfer regulations. However, these structures must be designed carefully to avoid prohibited third party influence, conflicts of interest and regulatory breaches at both domestic and international level.

Key takeaways for international stakeholders

For non Spanish clubs, agents and investors, three main messages emerge from these developments:

- first, any transfer involving a Spanish club should be analysed from a bilateral tax perspective, with particular attention paid to how the relevant double taxation treaty may allow or restrict Spain's ability to tax capital gains from federative rights;
- second, LaLiga's squad cost limit must be treated as a hard constraint that can determine not only whether a deal is feasible but also how it must be structured in terms of timing, fixed and variable components, and wage commitments; and
- third, the interaction between both frameworks means that apparent short term advantages – such as a higher headline fee or a heavily deferred payment schedule – may carry long term costs in the form of unexpected tax assessments or regulatory tensions.

Those who anticipate these issues, build them into negotiations and document them carefully will be better placed to avoid disputes and to operate successfully in the increasingly sophisticated ecosystem of Spanish football.



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De Cayetti Law (DCL) specialises in the management of complex international transactions and disputes brought before traditional courts or arbitral panels. The firm's clients are individuals, managers and families, based in Europe, Middle East, North and Central Africa and South-East Asia, operating in traditional sectors, such as in intellectual property, sports, aviation, private equity, modern technology, cryptocurrencies and blockchain, fintech, private equity, artificial intelligence, online gaming and environment.

DCL is highly involved in dispute resolution in sports, with Mr Alain Zahlan de Cayetti being an arbitrator with the Court of Arbitration for Sport. In view of the increased regional interest in sports and competitions, the firm is engaged in enhancing the awareness of recent developments in sports dispute resolution. DCL is based in the United Arab Emirates, with a broad network of specialised correspondents in all the regions in which the firm operates, in Europe, the UAE and South-East Asia.

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1. Athlete Conduct, Integrity and Enforcement

1.1 Anti-Doping Regimes

The UAE Anti-Doping Rules are implemented in accordance with the World Anti-Doping Code (the “WADA Code”) and the applicable International Standards. Article 20 of the Federal Law No 4 of 2023 concerning Sports (the “UAE Sports Law”) institutes a national anti-doping agency “responsible for setting policies and procedures necessary to monitor and prevent doping in sports competitions, in coordination with the Authority [General Authority of Sports] and the government entities and sports organizations”.

Article 33 of the UAE Sports Law provides that “clubs and federations shall maintain the safety and health of athletes and protect them against the risks of violence and abuse, insuring them, keeping them away from doping, as determined by the Executive Regulations of this law”. The National Anti-Doping Agency (UAE NADA), a committee established by the UAE Ministry of Sports, ensures compliance with the international anti-doping rules and standards and operates in co-ordination with the World Anti-Doping Agency (WADA).

UAE NADA collects and analyses samples at certified laboratories and has the role of raising awareness in that field. It collaborates with Ministry of Sports, Ministry of Health and Prevention, the UAE National Olympic Committee, and various national sports federations. Doping can fall under criminal law if substances are considered as narcotics or psychotropic under Federal Decree Law No 30 of 2021, or pharmaceuticals or anabolic steroids banned in the UAE.

In other cases, doping can be treated as a disciplinary offence leading to disqualifications, suspension, bans or loss of prize. For example, Julia Alves, a Brazilian jiu-jitsu athlete, was sanctioned to a three-year ban by the UAE Jiu-Jitsu Federation for using performance-enhancing drugs (Oxandrolone). The tests were conducted by NADA. A list of the decisions and sanctions of the UAE Anti-Doping Disciplinary Panel (since 2008) is available and published on the UAE NADA website.

1.2 Misconduct and Match-Fixing

Article 54 of the UAE Sports Law punishes the briber or the mediator of any other party for match-fixing (or a promise thereof) by imprisonment and fine of AED100,000 to AED1 million. Disturbing public order and event misconduct (such as violence, racism and insults) are punishable by a fine and/or imprisonment, in accordance with Article 17 and Chapter Five of the Federal Law No 8 of 2014 concerning Sports Facilities and Events Security.

Finally, the UAE general criminal laws apply regardless of the sporting context and include gambling, fraud, corruption and money laundering. For instance, in 2024, the International Cricket Council (ICC), acting on behalf of the Emirates Cricket Board (ECB), charged USA cricketer Bodugum Akhilesh Reddy with three violations of the ICC Anti-Corruption Code. Similarly, Sunny Dhillon, a former assistant coach with the Pune Devils franchise in the Abu Dhabi T10 league, was banned from all forms of cricket for six years by the ICC. It was found that Dhillon breached the Emirates Cricket Board (ECB) Anti-Corruption Code for alleged attempts to influence the outcome of the matches during the tournament.

In May 2025, the UAE Football Association demanded that UAE Pro League clubs Shabab Al Ahli and Al Wasl pay fines over fights and swearing. Shabab Al Ahli was fined USD19,000, while Al Wasl was fined more than USD21,000.

1.3 Betting-Related Offences

Historically, betting is illegal. However, since the Federal Law by Decree No 30 of 2022, on Regulating Commercial Gaming, the UAE has created a regulated commercial gaming framework, by establishing the General Commercial Gaming Regulatory Authority (GCGRA) as the federal executive agency responsible for regulating and overseeing commercial gaming in the United Arab Emirates.

GCGRA grants licences and supervises lotteries, internet gaming and sports wagering. Any betting business conducted outside the scope of this law is treated as a criminal offence. For instance, the international betting network Mhadev betting app (on several sports) has

been involved in legal proceedings in different jurisdictions, including the UAE.

1.4 Disciplinary Framework

Disciplinary proceedings may be conducted by any UAE governing bodies for doping, integrity and betting offences, all being regulated by the UAE Sports Law and the rules of UAE NADA and the WADA Code.

Detection and reporting of potential violations can accrue from positive doping tests or irregularities in biological passport, for instance, and conducted in or out of competition. Violations can also be reported by suspicious betting patterns or by whistle-blowers. The governing bodies conduct a preliminary review and can order the provisional suspension (if applicable) of the interested athletes. Thereafter, investigation and disciplinary hearings are carried out. Disciplinary decisions can be appealed before either the national sports arbitration authorities or the Court of Arbitration for Sport (CAS).

If the nature of the violation is criminal, criminal proceedings can be conducted in parallel. Final decisions are usually published.

2. Commercial Rights

2.1 Sports-Related Rights

Merchandising and licensing rights are primarily dealt with by intellectual property law, in particular, trade marks and copyright, under, respectively, Federal Decree-Law No 36 of 2021 on Trademarks and Federal Decree-Law No 38 of 2021 on Copyright and Neighboring Rights. These rules protect club names, logos, team colours and branding, and athlete images. Hospitality and VIP (ie, VIP hospitality packages, corporate boxes and suites, etc) commercial rights are governed by commercial contracts between event organisers and hospitality providers, and by other licensing agreements with venues or organisers.

Ticketing rights are conducted through official ticketing platforms or by authorised ticketing partners. The UAE does not have a specific secondary market for ticket resale. By extension of the provisions of Federal Law No 8 of 2014 on Sports Facilities and Events

Security, penalties, fines and other sanctions can be imposed in the event of illegal ticket sales. Finally, athletes' image rights for commercial endorsements and advertising campaigns, naming rights, data and digital rights are generally governed by commercial agreements.

2.2 Sponsorship Terms

UAE authorities encourage and protect promotion and sponsorship in sport. There are numerous platforms for brand promotion, such as television, billboards and telecommunication providers. Contracts can provide for exclusivity, sponsorship fees, marketing rights, IP use and data protection, which can be entered into within the moral and legal boundaries mentioned in **2.1 Sports-Related Rights**.

2.3 Broadcasting Rights

Broadcasters in the UAE monetise sports broadcasting rights through a combination of advertising (mainly during live events), subscription services (such as pay-TV, online streaming services and mobile applications) and commercial partnerships. Broadcasting rights are frequently sold on an exclusive basis and on a defined territory. Multi-season packages are also available.

For instance, the English Premier League broadcasting rights are assigned to beIN Sports, which holds exclusive rights across the region. The UAE Pro League broadcasting rights are assigned to regional/local networks. Broadcasters usually pay accreditation and venue access licences. IP rights in broadcasts concern both broadcasters (ownership of the copyright in the broadcast signal and production) and sports organisers (usually commercial rights).

On 7 October 2025, the National News reported that "Abu Dhabi has also focused on infrastructure, innovation and creative production. The Abu Dhabi Investment Office has nurtured platforms such as Starzplay through incentives and partnerships that encourage content localisation and original programming. Abu Dhabi Media, the emirate's public broadcaster, holds exclusive regional rights to Italy's Serie A and other top competitions, while the Yas Creative Hub has become a regional centre for live production and digital storytelling."

Article 10 (Sports Media) of the UAE Sports Law is also of note: “The authority, in coordination with the concerned media entities in the country, shall be responsible for registering the Sports Media Union, which shall be concerned with sponsoring sports media cadres, refining their capabilities and training them according to the best professional standards in alignment with a media code of honour, as determined by the statute of the Authority.”

3. Sports Events

3.1 Proprietary Rights and Event Management

In the UAE, there is no single property right as such for a sports event. As mentioned at **2.1 Sports-Related Rights**, proprietary rights in a sports event include IP, contracts and event permissions (including limited accreditations, ticketing and venue access). In addition to the UAE Sports Law and the Federal Law No 8 of 2014 on Sports Facilities and Events Security, sport events are also governed by Federal Decree-Law No 5 of 2023 on Consumer Protection, which applies to ticket sales, pricing transparency, misleading advertising and refund policies.

Sports events are organised by national sports federations, professional leagues, clubs, event organisers, government authorities and sports councils. They can also be organised by private persons with the prior approval of the relevant sport regulatory body and government authorities.

Participation in sport events is governed by the competition rules of the relevant federation (often complying with the rules of international federations), anti-doping (WADA) rules, and disciplinary and integrity rules. In many cases, disputes are ultimately referred to sports arbitration bodies – in particular, the Court of Arbitration for Sport (CAS).

3.2 Duty of Care and Liability

Under UAE law, sports event organisers generally owe a duty of care to spectators, participants and other persons attending the event. The UAE is a civil law jurisdiction. The principle of liability (contractual and tort) is governed by the law on civil transactions

(which will be replaced by a new Federal Decree-Law due to be promulgated in 2026).

Sports events must also comply with safety legislation (see Federal Law No 8 of 2014 on Sports Facilities and Events Security mentioned above). Certain mechanisms for limitations of liability are possible (for instance, tickets may mention limitation of liabilities in the event of certain losses).

In general, events are insured by organisers covering potential injuries to spectators and participants. Safety measures at sporting events also require coordination between the organisers and the security authorities, a strong video surveillance system, crowd management procedures and accreditation for spectators.

Liability cannot be excluded in the event of gross negligence, intentional misconduct, etc.

4. Corporate Structures

4.1 Legal Forms of Sporting Bodies

Sporting bodies are either public or commercial. They include the Ministry of Sports, the National Olympic Committee (Article 17 of the UAE Sports Law) and National Paralympic Committee (Article 18 of the UAE Sports Law), the UAE Special Olympics and the UAE Committee for People with Hearing Disabilities (Article 19 of the UAE Sports Law). The following entities operate within the jurisdiction.

- *Sports federations* (Article 21 of the UAE Sports Law) – comprise a board of directors and shall enter into a Sports Performance Agreement with the Ministry of Sports, defining the role and goals of the federation, and to which the NOC and the NPC shall be parties. Article 26 of the UAE Sports Law provides that “The Sports Federation may enter into partnerships with national or foreign sports or non-sports institutions inside or outside the State”.
- *Sports associations* (Article 28 of the UAE Sports Law) – established by sports federations and enjoying a legal personality and independence.

Their role is to assist sports federations in organising and managing their sport.

- *Sporting leagues* – not established as independent commercial companies, but as entities affiliated with or established by national sports federations. For instance, the UAE Pro League operates as an independent professional league organisation responsible for managing the country's football competitions, and works closely with the UAE Football Association. A hybrid structure allows a sound separation between regulatory and commercial development roles.
- *Sports clubs* – have a legal personality and independence. Their role is to enable the practice of one or more sports. Sports clubs can, in particular, sponsor and prepare talented athletes, spread sports culture and ethics and provide the right to practise physical and sports activities for all members without discrimination (Article 30 of the UAE Sports Law). Sports clubs have a board of directors and are members of the relevant sports federation. Professional sports clubs (in particular, in the football sector) can operate through commercial corporate entities, allowing sponsorships, broadcasting rights, merchandising and ticket sales, and facilitating external investment, structured financial management and transparent accounting.
- *Other sports institutions* – registered and approved sports entities with the role of implementing the goals and objectives mentioned in their by-laws, whilst refraining from any religious or political activity. Sports institutions can be hybrid, involving both a public sport entity and a private commercial company.

4.2 Corporate Governance Codes

Corporate governance in the UAE sports sector is primarily governed by the UAE Sports Law, which introduced the above-mentioned modern regulatory framework for sports governance and administration. Such rules apply to national sports federations, professional and amateur sports clubs, leagues and competitions, sports entities and organisations, including their board members, senior executives and administrators.

The consequences of non-compliance with governance rules may result in administrative or disciplinary

sanctions (eg, suspension, financial penalties, restriction on competitions, or withdrawal of accreditations and licences). In certain cases, as previously mentioned, sanctions can be of a criminal or civil nature.

The UAE does not have a national fit and proper person test similar to those used in European sports leagues. However, the rules applicable in the UAE require owners and directors to demonstrate financial integrity, absence of criminal record and ethical background. Officers and directors of sports organisations are subject to corporate governance duties similar to those applicable to company directors under the UAE law. These include, namely and in particular, the following duties:

- care and diligence;
- to act in the entity's best interest; and
- to avoid (and disclose) conflict of interest.

General corporate and insolvency laws applicable in the UAE provide for the possibility of imposing financial sanctions (fines) on insolvent entities. As far as sports are concerned, in the event a club fails to comply with its financial obligations or licensing requirements, the relevant league will apply sanctions including, in particular:

- transfer restrictions or exclusion from competitions;
- relegations of clubs; or
- points deductions.

4.3 Sport Funding

Sport in the UAE receives substantial funding from the government, at the federal level under the supervision of the Ministry of Sports as well as at the Emirate level, mainly through sports councils (where applicable). Furthermore, sports organisations generate revenue through the commercial sources mentioned above (sponsorship, broadcasting rights, ticketing and hospitality, etc).

Private sports clubs benefit from public and private investments. In general, sports funding in the UAE is distributed in a cascade fashion (ie, national, clubs, community sports initiatives, youth programmes, school sports partnerships).

Finally, the UAE hosts and funds major international sporting events, often organised by ad hoc organising committees, under the supervision of the relevant government authority and the international sport federation.

5. Intellectual Property, Data and Data Protection

5.1 Trade Marks

Trade marks in UAE are registered under Federal Decree-Law No 36 of 2021 on Trademarks. Applications are filed with the UAE Ministry of Economy, which administers the national trade mark register. Registration is valid for ten years, renewable indefinitely for further ten-year periods. Trade marks registration applications can be limited to the UAE &/or applied for protection in one or more Gulf Cooperation Council (GCC) member states.

Under the UAE Trademark Law, several categories of marks cannot be registered, which are mostly common. The advantages of registration are also common (eg, exclusive rights, enforcement tools and commercial licensing opportunities).

Unlike some jurisdictions, the use of a trade mark is not required for registration in the UAE. However, if a registered mark is not used for five consecutive years, it may be subject to cancellation for non-use by interested parties. Examples of trade marks include Abu Dhabi Grand Prix, UAE Pro League or Al Ain FC.

5.2 Copyright/Database Rights

The UAE is a civil law jurisdiction and copyright arises primarily from statutory provisions. Copyright is recognised and protected under the Federal Decree-Law No 38 of 2021 on Copyright and Neighboring Rights. The WIPO database confirms that the UAE is a member of treaties such as the Berne Convention for the Protection of Literary and Artistic Works, which ensures reciprocal protection of copyright between member states, and the WIPO Copyright Treaty.

Copyright protection arises automatically upon creation of an eligible work, provided that two main require-

ments are satisfied: originality and fixation (where the work is expressed in a tangible form).

A sporting event is not protected as a copyright work, but some of its elements may be protected, such as broadcast footage, sport photography, digital and video content. Copyright protection in the UAE does not require registration, even if a voluntary registration is available through the Ministry of Economy. The advantages of copyright in sports are common to all other categories. Article 20 provides that “The Author’s economic rights set forth in this Decree-Law shall be protected through his lifetime and (50) fifty years later, commencing from the first day of the calendar year following the death year.”

The Federal Decree-Law No 38 of 2021 on Copyright and Neighboring Rights contains several exceptions and limitations which may act as defences to infringement claims, such as personal use, educational use, news reporting and temporary technical copying.

The UAE does not have a specifically dedicated database or registry for copyright. A sports-related database could contain, for example, match statistics, athletes’ performance data, competition results and creative arrangements (statistics, archives and digital performance analytics). For instance, photographs taken at the Dubai World Cup event were protected by copyright owned by the photographer or the media organisation.

5.3 Recognising Personality/Image Rights

The UAE does recognise protection for image rights (NIL rights), but not as a standalone statutory “right of publicity”. Image rights are protected in the UAE by several laws including:

- Federal Decree-Law No 45 of 2021 on the Protection of Personal Data;
- Federal Decree-Law No 38 of 2021 on Copyright and Neighboring Rights;
- Federal Decree-Law No 31 of 2021 on the Crimes and Penalties Law; and
- the Civil Transactions law.

Under the Civil Transactions Law, a person’s image is considered part of their personal rights. Photographs

or video recordings that identify a person are considered personal data.

The UAE Penal Code also provides protection against misuse of personal images.

Although not formally codified as “NIL rights”, athletes in the UAE commonly exploit image rights through contractual agreements, including sponsorship contracts, endorsement agreements and merchandising deals.

5.4 Protecting Personality/Image Rights

The UAE has adopted the civil law system and does not have a passing-off doctrine, even if the combination of the statutes mentioned above provide a similar mechanism addressing unfair competition and misleading commercial practices. For example, a sports brand falsely suggesting endorsement by a famous athlete could face legal action for misleading use of commercial identifiers. The infringement of image rights can give rise to a civil liability (tort), violation of personal rights and reputation (in particular, to rights to privacy) and, where applicable, to contractual liability.

5.5 Licensing

The legal framework for IP licensing in the UAE is regulated by the laws set out above, pertaining to Trademarks, Copyright and Neighboring Rights, and on Civil Transactions. Licensing agreements grants the licensee permission to use certain IP rights in exchange for royalties and other commercial consideration.

Leagues, competition and events IP rights are licensed to commercial partners, generally on an exclusive and territorial basis.

Clubs enter into merchandising IP licensing agreements with manufacturers on trade marks and logos. They enter into licensing agreements for digital content (ie, match highlights, club media content, historical footage) and with sponsors, for marketing purposes.

Licensing athlete image rights is authorised under the UAE laws, often related to NIL through endorsement or sponsorship agreements (eg, brand ambassador

role, or licensed merchandise using the athlete's name or image).

The UAE does not have an extensive college/university sports system. However, universities and amateur sports organisations may still license IP rights. Amateur athletes in the UAE may enter into limited endorsement or sponsorship agreements, always subject to federal regulations and amateur eligibility rules.

Licensing agreements typically cover exclusivity (or absence thereof), territory, duration, royalty/fee structure and quality control provisions to protect the IP owner's reputation.

This has been the regular practice of the UAE Pro League with BeIN Sports, and the Formula One event (Abu Dhabi Grand Prix with Etihad Airways and Rolex). Clubs, such as Al Ain FC and Al Jazira Club, regularly enter into IP licensing agreements. Professional athletes are involved: for instance, Lewis Hamilton (Abu Dhabi Grand Prix).

5.6 Assignment of IP Rights

There are restrictions on assigning IP rights to third parties, depending on such IP rights' nature, whether contractual or subject to the provisions of Federal Decree-Law No 36 of 2021 on Trademarks. In general, registered trade marks may be assigned, licensed or transferred to another party, with or without the transfer of the underlying business. Consequently, restrictions apply in the event the assignment is not recorded with the UAE Ministry of Economy or if the assignment creates confusion or deception regarding the origin or nature of the rights. The assignment must be documented in a written instrument signed by all parties.

Copyright can be assigned in the same conditions, subject to the provisions of Federal Decree-Law No 38 of 2021 on Copyright and Neighboring Rights. Economic rights can be assigned by their authors and may include the rights of reproduction, distribution, public performance and commercial exploitation. The rights must be specified, as well as the duration of the assignment and the territorial scope.

Finally, as in most civil law jurisdictions, moral rights cannot be transferred in the UAE: the author retains the right to be credited as author, and the author can always object to the distortion or modification of the work.

Restrictions apply to image rights in so far as they relate to personal rights (image rights cannot be perpetually transferred and are usually licensed rather than assigned). Leagues and federations have the power to limit the way in which clubs or athletes assign commercial rights (in particular, in relation to broadcasting, sponsorship and league branding).

Competition and consumer regulations applicable in the UAE apply and scrutinise IP rights assignments, with the concern being not to mislead consumers or distort market competition.

5.7 Data in Sport

Sports data is regulated in the UAE by Federal Decree-Law No 45 of 2021 on the Protection of Personal Data and by Federal Decree-Law No 38 of 2021 on Copyright and Neighboring Rights (where databases or audiovisual works are concerned). Sports organisations in the UAE collect and analyse – generally through wearable technology and video analysis systems – several categories of data concerning athletes (injuries, performance statistics, history, etc). Sports organisations collect fan and spectators' engagement data through digital platforms (eg, demography, ticket purchasing behaviour and social media metrics).

Modern sporting equipment generates data collected by sports organisations, including, in particular, performance data from racing cars, training data and environmental data for venues' management. Teams collect data to analyse and enhance athletes' performance. Event managers collect data to improve stadium security, crowd management and spectator experience. Fan engagement's data is collected by Sports bodies to optimise and personalise ticketing and membership programmes.

The collected data may be licensed to broadcasters, media companies and sports analytics providers. Fan data allows sponsors to run targeted marketing campaigns – such is the case in major UAE sporting

events. Even though sports betting is tightly regulated in the UAE, international competitions hosted in the country generate sports data used globally by betting markets and monitoring systems. Data and analytics are often used to create television graphics and match analysis programmes, through broadcasting partnerships and media rights agreements.

5.8 Data Protection

Federal Decree-Law No 45 of 2021 on the Protection of Personal Data applies to persons located in the UAE and is supervised by the UAE Data Office. Personal data is protected in so far as it relates to identifiable individuals such as athletes, fans, spectators, staff and volunteers, etc. Additional protection is granted for sensitive personal data (health, biometrics), which requires explicit consent (or a lawful basis). The aforementioned law restricts personal data transfers outside the UAE, unless the destination country provides an adequate level of protection or gives appropriate safeguards.

Some sports organisations in the UAE operate from financial free zones that have their own data protection regulations, such as the Dubai International Financial Centre (DIFC) under the DIFC Data Protection Law No 5 of 2020 amended by Law No 1 of 2025, and the Abu Dhabi Global Market (ADGM) with the ADGM Data Protection Regulations of 2021. These regimes are mainly modelled on the GDPR and impose stricter compliance obligations for organisations operating within those jurisdictions.

The GDPR may apply to sports organisations in the UAE where they process personal data of (or offer goods or services to) individuals in the EU, or monitor the behaviour of EU-based individuals. The GDPR are not UAE regulations but influence sports organisations operating internationally. In that respect, for instance, international federations and sports teams participating in competitions involving EU athletes must ensure that athlete data processing complies with GDPR requirements. The same applies to broadcasting and fan engagement events involving EU spectators. Such is the case, for instance, for the Abu Dhabi Grand Prix and the UAE Pro League.

6. Dispute Resolution

6.1 Role of National Court Systems

In the UAE, national courts play a residual and supervisory role in sports disputes. Most disputes arising in sport are first handled through internal disciplinary or arbitration mechanisms within sports federations or leagues. UAE courts retain jurisdiction in criminal matters (match-fixing, fraud, corruption), civil disputes (employment, sponsorships) and on ruling on the annulment procedures of arbitral awards. Most sports federations in the UAE have their own internal disciplinary and dispute resolution bodies, including appeals committees, and typically cover disciplinary, eligibility, anti-doping and competition matters.

Parties are required to exhaust internal remedies before resorting to external judicial proceedings, such as sports arbitration bodies (eg, CAS) or UAE courts (in particular, where an award must be recognised and enforced or if a party challenges an award under UAE arbitration law).

6.2 ADR Mechanisms

Arbitration in the UAE is governed by Federal Law No 6 of 2018 on Arbitration, aligning with the UNCITRAL Model Law on International Commercial Arbitration, and concerns disputes on player contracts, sponsorship agreements, commercial rights and disciplinary appeals.

The UAE Sports Arbitration Centre (UAESAC), established by virtue of Federal Law No 16 of 2016, has its own arbitration rules which deal with national sports arbitration proceedings. Where certain issues are not covered by the UAESAC's arbitration rules, they are governed by Federal Law No 6 of 2018. Accordingly, the UAESAC provides for a fair, transparent and enforceable mechanism for sports disputes in the UAE, while promoting participation, equality and good governance.

Many UAE sports federations recognise the jurisdiction of the Court of Arbitration for Sport (CAS) – in particular, concerning doping appeals, eligibility and disciplinary sanctions.

Mediation is also used as an ADR mechanism in sports disputes. Where ADR mechanisms are used, UAE courts may still play a role in enforcing arbitral awards, recognising arbitration agreements and reviewing limited challenges to arbitration awards.

6.3 Sanctions, Remedies and Challenges

Pursuant to the provisions of the UAE Sports Law, federations and leagues are the disciplinary and regulatory authorities that can impose sanctions (disciplinary and financial).

Parties that want to challenge a decision can appeal it before a higher disciplinary or appeal committee within the federation. Where disputes remain unresolved, parties may appeal to the Court of Arbitration for Sport (CAS), the jurisdiction of which is generally recognised by the relevant federation.

That being said, national courts, in particular, in the UAE retain jurisdiction in several matters involving the review and enforcement of arbitral awards. National courts retain competence if the parties' dispute is referred to them, specifically, in matters involving employment agreements or penal matters.

7. Employment Contracts and Rights

7.1 Sports-Related Employment Contracts

Federal Decree-Law No 33 of 2021 Regulating Labor Relations as further amended by Federal Decree-Law No 9 of 2024 (the "UAE Labour Law") and the UAE Sports Law regulate the relationship between sports entities and athletes in the UAE. Athletes in the UAE are typically employed by their clubs under standard employment contracts that provide for sport-specific rules issued by the club or federation. Unlike certain other jurisdictions, central national player contracts are not a dominant feature in UAE sports, and athletes who represent national teams may be subject to a separate participation agreement with the national federation rather than employed under a centralised employment contract.

Salary caps generally do not exist. That said, certain sport entities have introduced financial rules aimed at maintaining a competitive balance, such as budg-

et limits for club spending or restrictions on foreign player salaries.

Employment contracts may contain provisions such as exclusivity, restriction on transfers during the contract terms and non-competition clauses, all of which must be compliant with the rules of the relevant sports international and national federation (such as, for instance, FIFA rules).

Financial regulations or transfer rules implemented by sports organisations may raise competition law considerations if they unfairly restrict market competition or player mobility. This is an issue typically raised in Europe, for instance. However, this is not the case in the UAE, even though there is no legal impediment to raising such claims under the provisions of Federal Decree-Law No 36 of 2023 Regarding Regulating Competition.

7.2 Employer/Employee Rights

The rules governing employer/employee rights in the UAE are governed by the UAE Employment Law and by the UAE Sports Law. Professional athletes are typically engaged under fixed-term employment contracts with clubs, which regulate salary, bonuses, training obligations and disciplinary matters.

Sports entities and governing bodies may impose additional regulatory requirements, in particular, regarding contract termination, unpaid wages or transfer restrictions. These disputes are eventually referred to the Court of Arbitration for Sport, either at an international level or as a result of an appeal procedure.

7.3 Free Movement of Athletes

UAE law does not prevent sports governing bodies from imposing foreign player limits, and such quotas are common in professional leagues as part of competition regulations. At the same time, foreign athletes must comply with the UAE's immigration and employment framework, typically requiring club-sponsored work permits or residence visas before participating in professional sporting activities.

8. Women's Sport

8.1 Development and Growth of Women's Sport

Women's sport in the UAE has expanded significantly over the past decade, supported by government policy promoting female participation and the development of dedicated competitions and institutions. The sector is overseen in part by bodies such as the Fatima Bint Mubarak Ladies Sports Academy, which promotes elite and grassroots participation. Women's competitions have grown in sports such as football, cricket, cycling and martial arts, including the UAE Women's Football League, organised under the United Arab Emirates Football Association.

Participation has increased steadily through school and university programmes and initiatives led by emirate-level sports councils. Recent trends in women's sport in the UAE reflect increasing investment, new competitions, growing sponsorship activity and gradual improvements in visibility and participation. One notable development is the creation of international competitions such as the UAE Tour Women, launched in 2023 and now the only Women's WorldTour cycling race in the Middle East, attracting leading professional teams and global sponsors. The race has expanded quickly, with 15 Women's World Tour teams participating in the 2025 edition and a total prize fund of about USD100,000, illustrating growing commercial investment in elite women's sport in the country.

Other professional competitions include the Al Habtoor Tennis Challenge, which offers USD100,000 in prize money and forms part of the international women's tennis circuit hosted in the UAE. Major mixed tournaments such as the Dubai Tennis Championships also provide high-profile women's events on the WTA Tour calendar and attract global sponsorship through partners such as Dubai Duty Free. At the grassroots and league level, new clubs such as Banaat FC have emerged with commercial partnerships – including sponsorship with Nike – demonstrating the increasing professionalisation and branding of women's sport.

Audience engagement has also grown. Surveys indicate around 35% of UAE respondents follow women's football, and nearly half say they would watch more

women's sport if it were more widely broadcast, suggesting rising viewership potential. While attendances remain modest (for example, the 2025 IIHF Women's Asia Cup hosted in Al-Ain recorded 909 spectators), the growth of new competitions, international participation and corporate sponsorship reflect a clear trend towards greater commercialisation and visibility of women's sport in the UAE.

8.2 Organisations and Initiatives to Promote Women's Sport

The Fatima Bint Mubarak Ladies Sports Academy is a leading institution, established to develop women's sport across the UAE by organising competitions, training programmes and talent-development initiatives. The academy hosts international women's tournaments and supports national teams and grassroots participation, including programmes encouraging school and university athletes to pursue elite sport. Another important body is the Dubai Women's Sports Committee, which has operated under the Dubai Sports Council since 20 December 2006, engaging women in sports and fitness in Dubai. The Sharjah Women's Sports Organisation was officially established in 2016. In addition, initiatives supported by the Dubai Sports Council and Abu Dhabi Sports Council regularly include programmes designed to increase female participation in community and professional sport.

Together, these organisations and initiatives contribute to the UAE's broader policy of expanding opportunities for women in sport, supporting athlete development, increasing participation at grassroots level and promoting the country as a regional hub for international women's sporting events.

9. Esports

9.1 Development and Growth of Esports

The esports and virtual sport landscape in the UAE has expanded rapidly in recent years, supported by government initiatives, private investment and the country's strategy to position itself as a regional digital-entertainment hub. Key stakeholders include organisations such as the Dubai Esports and Games Festival, which hosts large esports tournaments,

gaming expos and community competitions aimed at developing the sector. Abu Dhabi Gaming promotes esports development through investment incentives, training programmes and partnerships with global gaming companies.

Competitive events are increasingly hosted in the UAE, including international tournaments organised by entities such as ESL Gaming, which has staged major competitions in the region. Growth has been driven by high internet penetration, a young population and strong government support for the digital economy. As a result, esports has become a fast-growing segment of the UAE sports and entertainment sector, with increasing prize pools, sponsorship deals and media partnerships, as well as the emergence of professional teams, gaming academies and university esports programmes.

9.2 Key Trends and Notable Deals in Esports

The UAE gaming and esports sector has become one of the fastest-growing digital entertainment markets in the Middle East. According to Juego Studios website, estimates suggest the UAE gaming market exceeded USD1.16 billion in 2024, up from around USD484 million in 2023, with about 75% of residents actively gaming.

Industry forecasts suggest the esports segment alone could grow from about USD17 million in 2025 to over USD26 million by 2034, reflecting continued investment in competitions, infrastructure and media rights (the Report Cube on UAE Esports Market Report and Forecast 2026–2034).

A key trend has been the creation of large-scale esports competitions and festivals, including, in particular, the Dubai Esports and Games Festival, with tournaments at the 2025 festival offering over AED700,000 in prize money, while the GameExpo competition alone featured prize pools exceeding AED600,000; and hosting international esports competitions such as the BLAST Premier World Final in Abu Dhabi, with a USD1 million prize pool.

In 2025, Abu Dhabi entered a USD40 million partnership with the esports organisation NIP Group – Abu Dhabi's "AD Gaming" government-supported initiative

has supported more than 50 gaming companies and built a broader esports business ecosystem.

Large infrastructure investments are also emerging. For example, plans have been announced to develop a USD280 million esports island and gaming resort in Abu Dhabi designed to host international tournaments and esports training facilities. Finally, the UAE is also investing in hybrid sports combining physical and digital competition. The country will host the Games of the Future, a “phygital” tournament blending esports and traditional sport disciplines with approximately USD5 million in total prize money.

To conclude on this point, the UAE esports audience is expanding rapidly, with projections of around 1.5 million viewers by 2025 and increasing digital streaming consumption through platforms such as Twitch.

10. NFTs, AI and the Metaverse

10.1 Non-Fungible Tokens (NFTs)

The NFT market in the UAE has developed as part of the country’s broader strategy to promote digital assets, blockchain technology and Web3 innovation. The use and trading of virtual assets are regulated under the Federal Decree-Law No 14 of 2023 and the Virtual Asset Regulation Law (VAL), issued on 28 February 2022 and effective from 11 March 2022. As of 31 August 2023, the UAE applies a unified regulatory framework governing cryptocurrency activities.

Companies operating in Abu Dhabi must obtain a licence from the Abu Dhabi Global Market (ADGM) under its Financial Services Regulatory Authority (FSRA) framework. Entities operating in Dubai (excluding the Dubai International Financial Centre – DIFC) must be licensed by the Virtual Assets Regulatory Authority (VARA). The DIFC remains separately regulated by the Dubai Financial Services Authority (DFSA), which has its own regime for investment tokens and related digital assets.

Within the sports sector, NFTs have mainly been used to create digital collectibles and fan experiences. Clubs, event organisers and sponsors have experimented with NFTs linked to memorable sport-

ing moments, athlete images or exclusive digital merchandise. For example, McLaren Racing launched the “Race Rewind” NFT collectible series with crypto company OKX. These NFTs allow fans to collect digital artefacts commemorating each race and may unlock prizes such as VIP race experiences or team visits. The Alpine F1 Team partnered with Binance to launch the ALPINE fan token, allowing supporters to obtain NFTs, vote in fan polls and access exclusive brand experiences.

Digital activations at the Abu Dhabi Grand Prix have included metaverse platforms and fan-zone experiences where visitors could purchase digital assets and NFTs linked to the event.

10.2 AI

The UAE currently does not have a single comprehensive AI legislation/regulation, but AI governance is built around national strategies, ethical frameworks and sector-specific laws (especially data protection). The main instruments relevant to sports include:

- the UAE Strategy for Artificial Intelligence 2031;
- the UAE Charter for the Development and Use of Artificial Intelligence (2024);
- the data protection legislation (see 5.8 Data Protection); and
- the Abu Dhabi Law No 3 of 2024 establishing the Artificial Intelligence and Advanced Technology Council (AIATC), which oversees AI strategy and investment in advanced technologies.

Sports organisations, teams and sponsors increasingly use AI in several areas, including athlete performance and injury prevention, match analysis and officiating, fan engagement and media, and sports management and operations, where the UAE has launched digital platforms integrating AI into sports management, event organisation and athlete development systems.

10.3 The Metaverse

The metaverse is still emerging in the UAE and is being promoted as part of the UAE’s broader digital-economy strategy, including the Dubai Metaverse Strategy. However, the metaverse is already used for virtual sports experiences, gaming ecosystems, fan engage-

ment and brand marketing. Government initiatives and private investment are positioning the UAE as a regional hub for metaverse innovation, while sports organisations are exploring digital worlds as new platforms for fan interaction and commercial growth.

A release of the Dubai Racing Club of 12 January 2023 reads: “In line with Dubai Metaverse Strategy, launched by His Highness Sheikh Hamdan bin Mohammed bin Rashid Al Maktoum, Crown Prince of Dubai and Chairman of The Executive Council, with the aim of transforming Dubai into one the world’s top 10 metaverse economies and a global hub for the metaverse community, the Dubai Racing Club (DRC) is set to become the world’s first racing jurisdiction to embrace the metaverse as it launches the Dubai Verse Cup (DVC), a metaverse-based gaming platform, on Sunday, 15 January.”

UGANDA



Law and Practice

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Engoru, Mutebi Advocates is a full-service Ugandan law firm with a strong reputation across corporate and commercial work, including sports law, intellectual property, fintech, projects and infrastructure, M&A, project finance, arbitration, data protection and privacy, capital markets, competition law, commercial disputes, and banking and finance. The firm is regularly instructed on complex, high-value transactions and advisory mandates across regulated and emerging sectors. Its sports law practice is led by Timothy Kajja, and is widely regarded as a market

leader in Uganda. The team advises a broad range of stakeholders in the sports industry and has acted on several notable matters, including the licensing of the English Premier League broadcasting rights in East and Central Africa. Engoru, Mutebi Advocates is known for its depth of talent, with lawyers who have received specialised training in their respective practice areas. The firm is recognised by leading legal directories, including Chambers and Partners in Chambers Global 2026.

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1. Athlete Conduct, Integrity and Enforcement

1.1 Anti-Doping Regimes

Before August 2023, the consumption of some substances appearing on the World Anti-Doping Agency (WADA) prohibited list constituted a criminal offence under Uganda's general criminal statutes. However, the list was neither comprehensive nor aligned with the continually evolving WADA Anti-Doping Code. This gap was addressed through the enactment of Uganda's National Sport Act, which broadly prohibits doping. Following WADA's recommendations, the Act was further streamlined in January 2025 to ensure full alignment with the World Anti-Doping Code.

Under the current legal framework, the use of any prohibited substance to enhance performance, as well as any violation of the World Anti-Doping Code, is criminalised. Consequently, all substances and methods banned under the Code are equally prohibited in Uganda. At the time of writing, Uganda is actively developing its National Anti-Doping Regulations. Draft regulations are undergoing review by relevant stakeholders.

The National Anti-Doping Organisation (NADO)

Although the Sports Act establishes an independent NADO, the Uganda Olympic Committee is currently fulfilling this role in practice, as the statutory NADO is not yet fully constituted or operational. Nonetheless, the NADO office is in the process of recruiting staff and is expected to commence formal operations in the near future.

NADO is mandated to develop a national strategy for promoting and implementing the WADA Code, conduct athlete testing, investigate doping matters, address doping in sport, undertake related research, deliver anti-doping education, and carry out additional responsibilities within its remit.

Doping Sanctions

Doping sanctions are widely observed and enforced across Uganda's sporting landscape. Professional sports leagues and governing bodies include anti-doping clauses in their constitutive instruments. In 2026, for example, Mercyline Chelangat – bronze medalist at the 2018 Gold Coast Commonwealth Games – received a five-year ban after testing revealed adverse analytical findings for three prohibited substances.

1.2 Misconduct and Match-Fixing

The law generally prohibits any person, including athletes, from manipulating sports results or the overall course of a sports competition. To achieve this objective, the law outlines several actions that may constitute manipulation. These include the direct or indirect promise, offer, solicitation, or acceptance of an undue sporting advantage intended to alter or influence the outcome or progression of a sports event.

The National Sports Act, Cap 151, further criminalises match fixing, particularly when it is connected to illegal betting activities. It also makes it an offence to share confidential information related to any sport when such information is used to fix or influence a sports result. Additionally, the Act prohibits schemes designed to use money or any other form of reward to

induce individuals or teams to underperform or withdraw from a sporting event.

Referees, umpires, match adjudicators, and other sports officials are recognised as key targets for those seeking to manipulate sports outcomes. To address this vulnerability, the Sports Act makes it an offence for any sports official to deliberately misapply the rules of a sport in exchange for financial or other benefits.

In line with global best practices, the Sports Act also acknowledges the potential involvement of play-ground staff, venue owners, curators, and individuals responsible for maintaining playing surfaces. Preparing a playing field in a manner intended to influence a sports result is similarly prohibited, as these actions are considered harmful to fair competition.

The laws against match fixing and manipulation are being reasonably observed in Uganda. In 2024, the Federation of Uganda Football Associations imposed bans on 12 individuals for involvement in match manipulation. The sanctions ranged from lifetime bans to ten-year, five-year, three-year, and one-year penalties, affecting referees, players, and technical staff.

1.3 Betting-Related Offences

Betting activities are legally permissible in Uganda. Individuals aged 25 and above may place bets with licensed betting operators. These licensed companies may operate through physical premises, online platforms, or a combination of both.

The Lotteries and Gaming Act, Cap 334 (the Gaming Act), is the primary law governing sports betting and casino activities in Uganda. It establishes the National Lotteries and Gaming Regulatory Board and grants it the authority to regulate the betting industry. The Gaming Act also outlines the licensing framework and categories, sets out the gaming tax, establishes the National Electronic Monitoring System for monitoring gaming activities, and prescribes various betting-related offences.

Offences under the Gaming Act include accepting bets from minors, conducting gaming activities (physically or online) without a licence, promoting

unlicensed gaming operations, forging lottery tickets, and committing tax-related violations, among others.

The Gaming Act is supplemented by the Sports Act, which prohibits match officials, referees, coaches, athletes, owners of sports clubs, and members or employees of sports bodies (including federations) from participating in any betting activity. This prohibition is intended to protect sports from manipulation linked to betting.

Statistics indicate that over 90% of sports manipulation in Ugandan football is related to betting. In 2023, for example, the Federation of Uganda Football Associations (FUFA) banned referee George Nkurunziza for ten years due to betting-related match-fixing.

The level of information sharing between sports bodies and stakeholders on betting-related issues remains low. Nevertheless, there are notable incidents, such as the 2021 arrest of Ugandan national Ronald Mugisha in neighbouring Kenya, following a tip-off from a local betting firm. Reports indicated that he was part of a group involved in using players to fix local Premier League matches for betting purposes.

1.4 Disciplinary Framework

The disciplinary framework for athletes involved in doping, integrity, and betting offences in Uganda generally operates across three tiers. The first tier is the internal club-level disciplinary system, followed by disciplinary processes administered by the relevant sports federation. These two tiers are sport-specific. The third tier is the external criminal justice system, which applies broadly and is not limited to sports.

At the club level, disciplinary action is primarily governed by the law of contract. It is standard practice for clubs to include provisions or clauses in player contracts prohibiting betting, sports manipulation, or breaches of the anti-doping code. A breach of these provisions may attract disciplinary sanctions, including unilateral termination or suspension of the player's contract with just cause.

However, due to the wider implications and legal obligations surrounding these types of offences, they are often not handled at the club level but referred to the

appropriate sports federation. At this stage, clubs commonly suspend the players' contracts pending a determination or investigation by the responsible federation. If the player is eventually found guilty, the contract is immediately suspended.

At the federation level, when credible allegations are raised against a player, the individual is suspended from any sports activity pending full investigation and the hearing of their case. Although players are allowed legal representation, many go through the process unrepresented.

The hearing panel is often composed of individuals knowledgeable about the sport, including former players. At the appellate level, some panels include members with legal qualifications. In many federations, there is no clear distinction between the investigatory team, the prosecution team, and the sports federation itself.

After the hearing, the panel retires to deliver its verdict. Any party aggrieved by the decision may appeal to an internal appellate panel. A further appeal may lie with the international federation, the Court of Arbitration for Sport (CAS), or the yet-to-be operationalised National Sports Arbitration Panel(s). The exact appellate structure varies by federation.

The Criminal Justice System and Crimes in Sport

The third tier – Uganda's ordinary criminal justice system – is an additional avenue, though one seldom used for players. It is more commonly applied to third-party actors who are not licensed or recognised within the sports ecosystem.

Certain offences may be categorised as purely "sports crimes", while others fall under "crimes in sports". Because the National Sports Act forms part of Uganda's legal framework, any person, including players, who commits an offence under the Act may be prosecuted accordingly.

The Uganda Police Force has the constitutional mandate to investigate suspected offences and bring charges against persons involved in doping or match-fixing. After investigations, the case file is forwarded to the Director of Public Prosecutions (DPP),

who may sanction prosecution or return the file for further inquiries.

If the DPP sanctions the case, the accused is arraigned in court for plea taking. A guilty plea results in immediate conviction and sentencing. If the accused pleads not guilty, a full hearing follows, during which prosecutors present evidence. If the Magistrate finds that a *prima facie* case exists, the accused is required to present a defence, after which the Magistrate renders judgment. The judgment is appealable to the High Court.

2. Commercial Rights

2.1 Sports-Related Rights

Uganda's sports-related rights landscape continues to grow steadily, with several key rights categories becoming increasingly significant. Below are some of the most notable areas.

Trade Secrets

In Uganda, trade secrets include information relating to formulas, patterns, compilations, programmes, methods, techniques, or processes. In the sports sector, this may cover coaching tactics, methods for producing sports equipment, merchandise strategies, and other sensitive operational information. These are protected under the Trade Secrets Protection Act, Cap 80.

This form of protection does not require registration, which benefits sports clubs and organisations that wish to maintain confidentiality while still enjoying legal protection. Typically, individuals granted access to such information must sign Non-Disclosure Agreements (NDAs). If someone discloses or misuses protected information, they can be sued under the Act.

Venue Naming Rights

Sports venues in Uganda are increasingly engaging in naming-rights deals with companies seeking brand visibility among fans. One of the most successful examples is the partnership between MTN Uganda and Kampala Capital City Authority Football Club (KCCA FC).

Through this deal, KCCA FC granted MTN Uganda the naming rights to its home stadium, now known as the MTN Philip Omondi Stadium. MTN also has branded displays and materials throughout the venue, enhancing its visibility among supporters. As more sports facilities continue to emerge across the country, naming-rights agreements are becoming more appealing to corporate sponsors.

However, a key commercial risk is the limitation such deals may place on hosting events sponsored by rival brands. For instance, Airtel Uganda, MTN's major competitor and sponsor of the Masaza Cup, is unlikely to host its events at the MTN-branded stadium. As a result, alternative venues would typically be preferred.

Ticketing and Hospitality Rights

Ticketing and hospitality rights are also evolving, particularly in the digital space. Several digital ticketing companies are partnering with sports clubs, leagues, and federations to provide enhanced digital ticketing and hospitality experiences.

Notable collaborations include:

- Next Ticket with KCCA FC; and
- Vipers SC with Quicket.

These partnerships categorise tickets based on unique venue experiences and hospitality offerings. Many agreements do not transfer full ticketing rights; instead, they provide partial rights, as Ugandan sports fans are still transitioning toward widespread adoption of online ticketing.

A major milestone in this space was achieved during the African Nations Championship (CHAN) 2024, hosted in 2025 by Uganda, Kenya, and Tanzania. It introduced Uganda to its first fully digitalised ticketing experience for a major tournament. Due to high ticket demand, secondary sales also appeared on the black market at inflated prices – an unprecedented occurrence in Uganda. As of the time of this writing, no law specifically prohibits such reselling practices.

2.2 Sponsorship Terms

Sports rights holders mainly use two approaches to attract sponsors: selling sports rights jointly as a

sports league, or selling them separately as individual clubs or federations. The approach that consistently attracts stronger sponsorship figures is joint rights sales. Examples of successful sponsorship agreements include the Startimes sponsorship of the Uganda Premier League, the Finance Trust Women's Super League, the Nile Special Rugby Premiership, the Nile National Pool Open, and similar deals.

One of the tactics sports bodies use to enhance sponsor value is offering naming rights for a club or league as part of the main sponsorship package. Notable club examples include the Stanbic Bank Pirates (Rugby), the City Oilers (Basketball), and Soltito Bright Stars FC.

A key term in any sponsorship agreement is exclusivity. Sponsors require assurance that no third party – especially a direct competitor – will access the same rights or engage in ambush marketing. Such ambush tactics may include sponsoring teams in a league where a rival holds the main sponsorship or selling competing products at events sponsored by another brand. Clear protections in the agreement help prevent these issues.

For clubs, it is also important to clearly segment advertising spaces available on the playing kit. These include the front of the shirt, the sleeves, and the lower back. Each of these positions can potentially be allocated to different sponsors, provided the segmentation is clear and well-defined.

2.3 Broadcasting Rights

The National Sports Act, Cap 151, protects broadcasting rights, but only in a limited way. The Act restricts protection to events organised by a national sports federation or association. As a result, sports events held in Uganda but owned by international sports bodies remain vulnerable to abuse.

For example, the African Cup of Nations finals (AFCON) in 2027 will be partly hosted in Uganda. However, the broadcasting rights for this tournament belong to the Confederation of African Football (CAF), not FUFA, the local federation. This means that illegal broadcasts of AFCON 2027 matches played in Uganda would not constitute a violation of the National Sports Act. The

same challenge applies to other international sports products such as the English Premier League and the FIFA World Cup.

In practice, broadcasting rights are typically licensed exclusively to a major broadcaster within a given territory, who then distributes the content to the public via television subscriptions. Subscribers usually access this content through TV or mobile streaming. However, since the COVID-19 period, illegal streaming has sharply increased. Rights holders have attempted to curb this rise, but with minimal success.

The situation is even more severe for live-audio broadcasts. Many radio stations transmit major sports events without acquiring the necessary licences. Because the protection of such broadcasting rights is territorial, and enforcement often depends on the presence or involvement of local rights holders, safeguarding these rights becomes difficult in practice.

Discovery Sports Limited (DSL) was the first entity to acquire exclusive live-audio broadcasting rights for the English Premier League in Uganda. Despite DSL's engagement with stakeholders to promote respect for these rights, compliance remained low. DSL ultimately filed a case before the High Court, and proceedings are ongoing. The dispute centres on the protection of the EPL live-audio broadcasting rights in Uganda. DSL, as a licensee of talkSPORT, holds the exclusive rights in the territory, yet several radio stations continue to broadcast EPL matches without authorisation. Through this case, DSL seeks to halt the ongoing violations.

Local sports leagues, meanwhile, jointly trade their broadcasting rights through clubs and relevant sports federations. Only a few of these arrangements generate significant revenue, the most notable being the agreement between the Uganda Premier League and StarTimes Uganda. However, this deal has faced repeated strains, leading to several game weeks without televised coverage due to disputes among the federation, some clubs, fans, and the broadcaster. For now, relations appear to have stabilised.

In other instances, some federations grant their broadcasting rights to media houses without receiv-

ing monetary compensation. The justification for such arrangements is the promise of increased visibility to attract fans, along with more media exposure that could later support negotiations for stronger sponsorship deals.

There is also a growing trend of private vloggers and Over-The-Top streamers on platforms like YouTube and TikTok. These individuals often use simple devices, such as mobile phones, to stream live games to their online audiences. Although this is technically a violation of broadcasting rights, enforcement is rare. This is partly because such unauthorised streams can still offer value by increasing fan reach and engagement.

3. Sports Events

3.1 Proprietary Rights and Event Management

At present, there are no stand-alone proprietary rights in sports events as such. Even key individuals who attend these events have limited privacy rights because they are in public spaces with large crowds and extensive camera installations.

Nonetheless, the contractual relationship between fans and event organisers governs the interactions between attendees and organisers. One of the key terms typically included in these agreements is that individuals are not permitted to stream the events without prior clearance from the organisers. This restriction is reinforced by the National Sports Act, which prohibits the capturing of moving or still images at sports events for commercial purposes without authorisation from the relevant sports federation.

Other general laws on public health and safety – such as those relating to venue cleanliness, food safety, structural integrity, security checks, restrictions on smoking in public spaces, and the prohibition of hooliganism – continue to apply at sports events.

Sports venues are generally managed by a collaborative team comprising league organisers or the responsible federation, the hosting clubs, venue owners, security agencies including the Uganda Police Force,

medical teams, trained stewards, and leaders of fan groups. These parties form ad hoc committees to oversee the successful hosting and management of each sports event.

3.2 Duty of Care and Liability

In Uganda, sports event organisers who control or manage venues owe a duty of care under the doctrine of occupiers' liability, grounded primarily in the common law of negligence as applied by Ugandan courts. An organiser is considered an "occupier" when they have sufficient control over the premises – whether a stadium, training ground, or temporary event space – to prevent or reduce foreseeable risks. This duty extends to spectators, athletes, officials, employees, volunteers, and invited guests, and requires organisers to take reasonable steps to ensure that the premises are safe for the purposes for which persons are invited or permitted to be there. Ugandan courts generally follow English common law principles, particularly the test of reasonable foreseeability of harm, when determining whether an occupier has breached this duty.

For sports events, the scope of the duty of care is heightened by the inherently risky nature of sporting activities and the presence of large crowds. Organisers are expected to anticipate risks such as structural failures of stands, inadequate crowd control, poor pitch conditions, insufficient medical preparedness, and unsafe ingress and egress routes. Compliance with sectoral standards set by local federations and police safety requirements serves as persuasive evidence of reasonable care, although it does not automatically absolve an organiser of liability. Where an injury arises from a hazard that was known or ought reasonably to have been known, Ugandan courts are likely to find negligence if the organiser failed to conduct proper risk assessments, provide adequate warnings, or implement reasonable safety measures.

Importantly, occupiers' liability in Uganda cannot be fully excluded through disclaimers or ticket conditions, especially where injuries result from gross negligence or failures affecting public safety. While organisers may limit liability for ordinary risks inherent in sport, they remain legally responsible for preventable dangers arising from poor planning or inadequate supervision. As sports events in Uganda expand in

scale and commercial value, organisers are increasingly expected to adopt professional risk management practices – such as obtaining insurance cover, preparing comprehensive emergency response plans, and clearly allocating safety responsibilities – to meet their duty of care and reduce legal exposure.

Another approach to mitigating risk is obtaining insurance coverage. Policies may cover specific risks, such as fire outbreaks, or may offer comprehensive protection with a cap on the compensation payable for claims.

Athletes are generally not liable for harm caused to spectators during sporting activities. However, if an athlete acts in a manner that triggers civil or criminal liability – such as violently attacking a fan – then, in addition to sports-related sanctions, criminal or civil proceedings may be instituted against the athlete.

The National Sports Act, Cap 151, broadly criminalises any form of violence or hooliganism at sports events. Acts aimed at injuring a person, destroying property, disturbing the peace or order of a sports event, intimidating athletes or officials, and similar conduct constitute criminal offences.

4. Corporate Structures

4.1 Legal Forms of Sporting Bodies

At the time of publication, sports federations and associations in Uganda are registered as Trusts. However, the National Sports Act, Cap 151, introduced a new framework that designates sports federations and sports associations as bodies corporate. As a result, these entities now acquire corporate status automatically, without requiring additional formalities.

The National Council for Sports (NCS) is currently undertaking the re-registration of sports federations and associations as bodies corporate under the Sports Act. This process is expected to be completed by mid-2026.

Regarding sports clubs, there are no legal restrictions on the form they must take. In practice, however, sports clubs are typically incorporated as private lim-

ited liability companies. Clubs owned by individuals are registered as companies limited by shares, while community-owned clubs are registered as companies limited by guarantee, without shares.

This corporate structure enables clubs to attract investment more effectively and to access various financing models, including loans and grants.

4.2 Corporate Governance Codes

There are generally no unique corporate governance codes specifically designed for sports entities in Uganda. However, there are certain adopted practices that uphold core corporate governance standards.

For sports federations and associations, the regulator – the National Council for Sports – requires them to maintain a constitution, hold annual general assemblies, conduct regular elections, and have their accounts audited annually.

Sports clubs in Uganda also do not have distinct corporate governance codes. Since many clubs are incorporated as companies, they follow general corporate governance principles. Additionally, some sports federations, such as FUFA, have established minimum governance standards. These include requirements for clubs to employ a minimum number of staff, maintain a separate bank account, and hold a specified number of meetings. These standards function as licensing conditions for each competitive season.

Uganda does not apply a fit-and-proper test for directors or owners of sports entities. The main requirements are disclosure of these individuals and ensuring that no officials use the club as a vehicle for money laundering. There are also no penalties for clubs that become insolvent. However, in football, any change in a club's name or ownership must receive prior approval from the relevant federation, such as FUFA.

4.3 Sport Funding

The government is the primary funder of sports in Uganda. In the forthcoming financial year (2026–2027), the state has allocated UGX1.5 trillion to the sports sub-sector. Most of this funding will go toward

the construction and improvement of sports infrastructure.

State entities also support or own sports clubs. Eight out of the sixteen Uganda Premier League clubs are owned by state entities or corporations. This includes the record league winners, KCCA FC. Other clubs under state ownership or support include Uganda Revenue Authority Football Club, Uganda Printing and Publishing Corporation – Entebbe Football Club, Uganda Police, and the National Enterprise Corporation, among others.

Another major source of funding comes from private individuals. Ugandans such as Dr Lawrence Mulindwa of Vipers FC and Hajji Musa Atagenda of Wakiso Giants have made significant private investments in Ugandan sports. Additionally, community clubs form another category of support, where local communities collectively contribute to sustaining their local teams.

5. Intellectual Property, Data and Data Protection

5.1 Trade Marks

The sports landscape in Uganda features a wide range of local and international trade marks. Most of these trade marks are owned by clubs across various sporting disciplines, including football, rugby, basketball, motorsport, and netball.

Trade marks are protected properties under the Trademarks Act, Cap 225. Both local and international marks may be registered in Uganda, regardless of whether they are currently in active use. However, trade mark protection is not indefinite. An initial registration is valid for seven years, after which it may be renewed for successive ten-year terms indefinitely.

Unfortunately, many trade mark owners are unaware of these renewal requirements, leaving their marks vulnerable to misuse. The Trademarks Registry regularly publishes lists of expired marks, and recent publications include major international trade marks – such as those belonging to well-known brands like FIFA – where little or no effort has been made to renew them. This situation creates opportunities for trade

mark squatters to claim these marks within the Ugandan jurisdiction.

5.2 Copyright/Database Rights

Intellectual property assets – such as photos, videos, team anthems, drawings, sculptures, and similar works – are protected as copyrightable material under the Copyright and Neighbouring Rights Act, Cap 222.

Copyright protection arises automatically and does not depend on any registration formalities. However, registration is recommended as an additional safeguard for these assets.

Beyond legal protection, copyright registration also helps sports bodies document their intellectual property and record it as part of their company assets. It further facilitates transactions involving intellectual property, such as licensing and assignment.

Despite these benefits, copyright registration levels remain significantly lower than those for trade marks. This leaves many works vulnerable to misuse and increases the likelihood of disputes. When disputes arise, common defences include fair use and independent creation.

Sports Database Rights

The collection of sports data in Uganda has historically been limited. However, with the growing availability of data-harvesting technologies – such as wearable player tracking vests, optical tracking systems, and smart sensors – the volume of sports data being generated has risen considerably.

Generally, ownership of this data lies with the individuals or entities that collect it, or with those who commission others to collect it on their behalf. In recent developments, some sports federations have begun requiring league clubs to systematically harvest such data and make it available to the clubs.

5.3 Recognising Personality/Image Rights

A number of Ugandan athletes, such as Allan Okello and Dennis Onyango, are increasingly becoming aware of their image rights and are actively taking steps to exploit them. With support from more professional sports agents and managers, players are now

better positioned to build and commercially leverage their personal brands. As a result, many athletes are signing contracts and serving as ambassadors for various brands across the country.

Ugandan law has consistently recognised and protected image rights, and the Courts have repeatedly underscored that this protection applies to everyone, including athletes. In the past, there was confusion regarding the ownership of players' image rights. Sports federations often believed that they held these rights. However, in the recent case of *Pro-Line Soccer Academy Limited v MTN Uganda Limited and M/s CQ Saathi & Saathi & FUFA (U) Limited*, UGCommC 13 (Civil Suit 317 of 2011), the Court clarified that federations do not own players' image rights. Although the National Sports Act, Cap 151, appears to grant federations broad control over commercial rights, image rights remain primarily vested in the players themselves.

While some players sign contracts that license their image rights to their clubs, best practice dictates that playing rights should be kept separate from image rights. This separation allows athletes greater flexibility to commercialise their image, develop their personal brand, and secure independent endorsement opportunities.

5.4 Protecting Personality/Image Rights

Player image rights protection in Uganda is reinforced by the common-law doctrine of passing off. This means that if anyone uses a player's image for commercial gain without holding a valid licence, the player can successfully seek legal redress before the High Court. This position is illustrated by the earlier case of *Proline Soccer Academy v MTN Uganda and Others*, which confirms the courts' willingness to protect players' image rights under the doctrine of passing off.

5.5 Licensing

The Copyright and Neighbouring Rights Act, Cap 222, provides a framework that allows copyright proprietors to license the use of their works to third parties. This is done through licensing agreements, which must be in writing. These agreements are also registrable with the Registrar of Copyrights.

5.6 Assignment of IP Rights

There are no limitations on the assignment of IP rights in Uganda. However, an assignee should conduct thorough due diligence to ensure that the rights being acquired originate from the rightful proprietors.

Assignment agreements must be in writing, and they are also registrable.

5.7 Data in Sport

A limited number of clubs can afford to extract sports data from athletes. For those that can, the data collected from players is used to monitor and profile them, improve performance, and promote players for international transfers.

There is also more data available on spectator numbers and preferences. Clubs and federations use this information to persuade potential sponsors. After a sponsorship deal is agreed, clubs then use the data to drive more value in the sponsor relationship. For example, if the data shows that more fans consume a particular product from the sponsor's catalogue, that product is made more available during sports events to encourage higher sales.

5.8 Data Protection

The Data Protection and Privacy Act, Cap 97 (DPPA), is the primary statute governing data protection and privacy in Uganda. Although the GDPR does not directly apply to Uganda, the provisions of the DPPA largely reflect the principles found in the GDPR.

The DPPA applies broadly to all entities operating in Uganda, including sports clubs and federations. In addition to national legislation, these sports bodies are also subject to the Data Protection Regulations issued by their respective international federations, such as FIFA.

Fundamental principles of data protection and privacy – such as data subject consent, data security, data minimisation, lawfulness, fairness, transparency, purpose limitation, storage limitation, accuracy, accountability, and related obligations – remain fully applicable.

In practice, however, many sports bodies have not yet achieved strong compliance with their data protection and privacy duties, and enforcement levels remain relatively low. Despite this, awareness among parents is gradually increasing, particularly as they register their children in academies and junior teams. This growing awareness is steadily drawing attention to data protection issues and contributing to improved compliance levels.

6. Dispute Resolution

6.1 Role of National Court Systems

Previously, the Courts of Law would entertain sports-related matters, and a number of cases were handled by the High Court, with some remaining active to date. However, the nascent National Sports Act, Cap 151, now prohibits the filing of any sports matters before the ordinary Courts of Law.

Going forward, it is expected that all sports matters will be subject to mandatory arbitration under the National Sports Act, and that decisions arising from this process will be final and binding. However, the dispute resolution system established under the Act is not yet operational. This has left many questions unresolved regarding the appropriate dispute resolution forum for issues arising during this transitional period.

6.2 ADR Mechanisms

Where a dispute is an internal club dispute, and subject to the contractual provisions binding the parties, the matter should first be addressed through the club's internal mechanisms. Clubs often have internal appellate processes available for any party dissatisfied with the initial findings.

Any person not satisfied with the final internal outcome may then appeal to the responsible sports federation. Federations typically have their own internal dispute resolution panels that handle disputes arising between clubs, as well as other matters assigned to them under their statutes. Federations also operate appellate tribunals that review matters escalated from the first-instance panels.

A party aggrieved by the decision of an appellate tribunal may further appeal the matter to the National Sports Arbitration panels. However, because these panels are not yet operational, international sports dispute resolution bodies such as the Court of Arbitration for Sport (CAS) are currently competent to hear such appeals.

6.3 Sanctions, Remedies and Challenges

Sports bodies have the authority to enforce both local and international sports sanctions, including financial penalties. This authority is primarily derived from the statutes that establish the sports federations and empower them to regulate their members, which include sports clubs.

The sanctions imposed may include fines payable to the federation or bans from participating in the relevant sporting discipline. In certain cases, federations may also request support from their international governing body to enforce sanctions that apply on a worldwide basis.

7. Employment Contracts and Rights

7.1 Sports-Related Employment Contracts

Employment of sportswomen and sportsmen in Uganda is primarily governed by the Employment Act, Cap 226. Sports clubs enter into employment contracts with their players and are required to adhere to the general principles of employment law, including non-discrimination and respect for employees' rights.

Some sports federations require clubs to register the employment contracts with the federation before the contracts are considered enforceable. Although this practice may not fully align with Uganda's Employment Act, Cap 226, it has not yet been tested before a judicial body.

Uganda does not currently have salary caps for athletes, nor are there formal collective bargaining arrangements in place. However, efforts are ongoing to establish a Players' Union.

7.2 Employer/Employee Rights

The rules that govern employee rights in Uganda apply directly to sports bodies without any exceptions. Athletes are regarded as professional employees and are therefore entitled to the full range of rights provided under the law.

In the recent case of *Ineah Joel v Bright Stars Football Club*, the FUFA Dispute Resolution Committee found that the club had breached the player's employment contract and violated the rights contained therein. As a result, the club was ordered to pay compensation to the player.

7.3 Free Movement of Athletes

Generally, there are no specific laws that limit the number of foreign players a club may have. However, individual sports federations may impose their own restrictions. For example, in football, FUFA currently limits the number of non-nationals to five, while most other federations remain largely silent on the matter.

Regarding visas, the requirements are set by immigration laws and do not contain any special provisions for sports. Foreigners may obtain work permits in Uganda, provided they meet the general requirements, such as having a valid offer of employment, a certificate of good conduct, and other relevant qualifications. Uganda does not have any unique restrictions on the free movement or transfer of players.

8. Women's Sport

8.1 Development and Growth of Women's Sport

In spite of historical imbalances, women's sport in Uganda is experiencing steady growth. A substantial number of sports disciplines now have stand-alone women's leagues, and these competitions are increasingly attracting strong sponsorship. For example, Finance Trust Bank recently invested Uganda shillings two billion into the Women's Super League. In some disciplines, such as Pool, prize money for female and male players is now equal.

However, several challenges and inequalities continue to persist. Transfer fees for women remain low, and

free transfers are still common. Although women do sign employment contracts, wages are often very low, and in some cases players are not paid at all. Additionally, very few clubs have safeguarding policies in place, leaving female athletes vulnerable to various forms of abuse.

8.2 Organisations and Initiatives to Promote Women's Sport

Viewership and fan engagement for women's sports remain low. To address this, some federations are experimenting with scheduling women's games on the same day and at the same venues as men's games, while selling joint tickets that provide access to both events.

At the Pool Championship, for example, women and men compete simultaneously. Other federations are instead choosing to schedule women's games at times such as Sunday mornings – periods with no competing events – so they can secure available television airtime.

Sponsors are also allocating specific funding exclusively for the development of women's sports programmes and the professional growth of female athletes.

9. Esports

9.1 Development and Growth of Esports

Esports in Uganda has experienced tremendous growth, particularly since the late 2000s. The rise of football e-games such as FIFA, Football Manager, and PES played a major role in boosting local interest in competitive gaming. This growth was further supported by the emergence of gaming parlours across major shopping arcades in the capital city, Kampala.

Combat games such as Tekken and Mortal Kombat also attracted a strong following among gaming enthusiasts. The increasing popularity of esports and gaming has been enhanced by greater access to mobile phones and the internet.

In addition, the past 15 years have seen significant developments in the industry, with many young people

shifting from being purely players to becoming game developers themselves.

9.2 Key Trends and Notable Deals in Esports

While the sector continues to face challenges – particularly high infrastructure and equipment costs – it is gradually developing as a viable career path. This growth is being driven in part by tournaments and increased female participation, supported by organisations such as ARUDEM and Gaming Girls Uganda. ARUDEM, a game development hub in Uganda, has made notable progress in the esports space through its various game development projects.

There has also been a deliberate effort to attract more women to participate in esports. Gaming Girls Uganda is at the forefront of this movement, organising female-only competitions and representing the country in continental events. These efforts are further strengthened by partnerships with regional organisations like SAGES, which is working to advance gaming and esports across Africa.

Later this March, Uganda will host the SAGES Swahili Esport Champions 2026 summit. The summit aims to bring together key stakeholders – federations, institutions, investors, and organisers – to align around a unified vision for the development of esports in the region.

However, despite this momentum, the industry still lacks a comprehensive formal regulatory framework to govern esports and its operations. Uganda's new sports law introduces specific requirements for association registration, and the esports community currently lacks the capacity needed to meet the criteria for national recognition. Nonetheless, gradual progress is being made.

10. NFTs, AI and the Metaverse

10.1 Non-Fungible Tokens (NFTs)

The sports sector in Uganda is largely unaware of the potential of NFTs. Currently, there is no evidence that any sports body in the country is exploring or assessing the use of NFTs. However, some private actors

– including the author – have consistently highlighted the opportunities these technologies present.

Uganda's sporting history features many moments that would be ideal for NFT development. These include John Akii-Bua winning the country's first Olympic gold medal, Joshua Cheptegei breaking multiple world records, the outstanding performances of the Uganda Netball team, and Farouk Miya's iconic goal that qualified Uganda for AFCON after 39 years.

10.2 AI

Uganda currently has no specific regulations governing the use of artificial intelligence (AI), either broadly or within the sports sub-sector. As a result, the adoption of AI in sports remains relatively low. Nonetheless, some clubs have begun using AI technologies to analyse player performance data and enhance fan engagement on digital platforms.

The limited investment in AI and the scarcity of reliable data remain the main barriers preventing significant growth of AI innovation in Ugandan sports. Despite these challenges, a small number of clubs and private individuals are showing increasing interest in the potential of AI within the sector. At present, collaborative partnerships between sports clubs and private firms appear to offer the most promising pathway for expanding the use of AI in Ugandan sports.

10.3 The Metaverse

At the moment, there is no viable application of the metaverse in the Ugandan sports sub-sector. Overall, the country is still in the early stages of learning about the concept – its advantages, disadvantages, potential solutions, and possible opportunities – based on developments in more advanced jurisdictions. Before the idea can even be hypothetically considered for Ugandan sport, stakeholders prefer to observe and learn from the countries currently taking the lead in this area. For now, they are content to watch from the sidelines and gather insights from those pioneering metaverse initiatives.

Trends and Developments

Contributed by:

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Engoru, Mutebi Advocates is a full-service Ugandan law firm with a strong reputation across corporate and commercial work, including sports law, intellectual property, fintech, projects and infrastructure, M&A, project finance, arbitration, data protection and privacy, capital markets, competition law, commercial disputes, and banking and finance. The firm is regularly instructed on complex, high-value transactions and advisory mandates across regulated and emerging sectors. Its sports law practice is led by Timothy Kajja, and is widely regarded as a market

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The Evolution of Sports Law in Africa: Governance, Commercialisation and New Frontiers

Sport in Africa has undergone a profound transformation. What was once characterised by amateur administration, state patronage, and informal governance has evolved into a professional, commercial, and increasingly globalised industry. Football, basketball, athletics, rugby, e-sports and other sporting disciplines now operate within sophisticated ecosystems involving broadcasters, sponsors, investors, agents, technology providers, and international governing bodies.

This evolution has placed law at the centre of African sport. Sports law is no longer limited to disciplinary or eligibility disputes; it now spans governance reform, labour relations, commercial contracting, anti-doping regulation, safeguarding, gender equality, sustainability, and the regulation of emerging technologies. As Africa integrates more deeply into the global sports market, regulatory credibility and legal compliance have become essential to competitiveness and legitimacy.

With the African sports industry valued at roughly USD14 billion in GDP contribution – and expected to grow with upcoming events such as the 2026 Youth Olympic Games in Dakar and the 2030 FIFA World Cup co-hosted by Morocco – the continent's legal frameworks are adapting to commercialisation, governance reforms, and technological advancement. This article examines regional trends, highlights key stakeholders, addresses critical issues such as women's sport and migration, and explores new frontiers like the metaverse.

The regional Euro-centric growth of sports law in Africa

Although sport traditionally operates through private regulatory systems, its global influence has increasingly attracted government intervention across Africa. States initially enacted national laws to regulate sport domestically, but cross-border co-operation has encouraged the formation of Regional Economic Communities (RECs).

Africa's most prominent RECs include ECOWAS, EAC, SADC, ECCAS, and the Arab Maghreb Union. These bodies play a key role in shaping the continent's sports landscape. The AU – Africa's equivalent to the

EU – is the only continental REC with a dedicated legal instrument for sport.

The EU remains the most influential REC globally in shaping sports law. Landmark EU court decisions – such as Meca-Medina, Bosman, and Diarra – have had far-reaching consequences across international sport and have indirectly influenced African sports governance. Because many international federations are headquartered in, or closely tied to, Europe, compliance with EU jurisprudence becomes practically unavoidable.

In 2016, the AU adopted the Statute of the African Union Sports Council (AUSC), creating the continent's central intergovernmental sports body. Some sub-regional RECs, such as SADC, have also developed sport-specific instruments, including the 2001 Protocol on Culture, Information and Sport. These frameworks empower RECs to address sport as part of broader regional integration efforts.

The legal architecture of sport in Africa

Sports law in Africa is best understood as a hybrid model combining public law, private regulation, and international *lex sportiva*. Unlike jurisdictions with codified sports legislation or specialised sports courts, most African legal systems remain fragmented, with inconsistent sophistication across states.

At the top of each national framework sit the Constitution and national sports statutes – where they exist. These instruments increasingly assert supremacy over private federation rules. Countries like South Sudan lack explicit constitutional or statutory references to sport, relying primarily on international and domestic federation regulations.

Domestic courts across Africa are becoming more assertive in reviewing the decisions of sporting bodies, particularly where issues of constitutional rights, employment protections, or administrative justice arise.

Overlaying national laws are the rules of local, continental, and international federations, which govern areas such as competition management, transfers, disciplinary procedures, and dispute resolution.

Although privately created, these rules carry significant weight due to the consequences of non-compliance.

Jurisprudence from the Court of Arbitration for Sport (CAS) remains a critical source of sports law in Africa. Several countries, including Kenya, have also established specialised sports tribunals. A major challenge, however, remains the tension and misalignment between national law and federation statutes.

The African Union Sports Council

The African Union Sports Council (AUSC) plays a unique role within the continental sports governance ecosystem. As an intergovernmental organisation, its mandate is rooted in policy development: promoting sport as a human right, encouraging funding for sports development, guiding member states, and co-ordinating continental sports initiatives.

However, the AUSC faces structural limitations. It has no direct regulatory or disciplinary authority over athletes, clubs, or federations. Its impact depends heavily on political will at the state level. The AUSC's greatest potential lies in norm-setting – developing model sports legislation, governance standards, safeguarding frameworks, and dispute-resolution guidelines to harmonise the continent's sports laws.

CAF and the professionalisation of African sport

Football is the most influential sport in Africa, making the Confederation of African Football (CAF) the continent's most prominent sports body. The AFCON Morocco 2025 tournament, for example, generated over 6.1 billion impressions and 5.2 billion video views across social platforms.

CAF has been driving a deliberate professionalisation agenda: enhancing club licensing, raising stadium standards, restructuring competitions, and boosting commercial value. This push has required significant legal and financial sophistication and has elevated broader standards relating to women's sport and corporate governance.

During the COVID-19 era, at least 11 African countries were unable to host Category A games due to inadequate stadiums. Today, over 90% have built or refurb-

ished modern facilities. Uganda's construction of the Hoima City Stadium, a 5-star rated venue, exemplifies this progress.

Key issues in African sports

Migration and sports in Africa

Athlete migration is a major theme in African sport. While success stories like Sir Mo Farah highlight the potential for opportunity, many athletes face dangerous journeys and exploitation.

The tragic case of Samia Omar, an Olympic runner from Somalia who drowned while attempting to reach Europe, illustrates the extreme risks many athletes face. With Africa hosting roughly a third of the world's displaced persons, athletes are often forced to move due to conflict, persecution, infrastructure projects, climate change, or natural disasters.

"Fake agents" running fraudulent recruitment schemes remain a widespread problem, luring young athletes into perilous routes. Despite efforts from NGOs and individuals, major sports bodies such as FIFA and the IOC have yet to provide sufficient support to tackle the issue at scale.

The Basketball Africa League as a governance model

The Basketball Africa League (BAL), created by the NBA and FIBA, represents a new model of sports governance in Africa. It is a commercially driven, centrally managed league with clear governance structures, strong contractual frameworks, and major commercial partnerships.

The BAL sets new standards in sports marketing, intellectual property management, events management, commercial transparency, and professionalisation. Its success demonstrates that Africa can attract significant global investment when governance and legal certainty are prioritised.

Anti-doping

Anti-doping regulation has become one of the most influential legal catalysts for reform across Africa. Compliance with the World Anti-Doping Code requires states to legislate, fund testing, and establish independent National Anti-Doping Organisations (NADOs).

Many states consult with WADA before passing anti-doping laws; those that do not often face early amendments. Athlete education remains a major challenge, especially given the complexity of the Prohibited List and the possibility of ingesting banned substances through common local foods.

Funding is a serious concern. Africa contributes less than 1% to WADA's global funding, and several states default on obligations. Limited access to accredited labs further complicates regular testing.

Nonetheless, Africa has strengthened intelligence-sharing and cross-border investigations through co-operation between anti-doping and security agencies. Education campaigns featuring iconic athletes are reshaping the continent's anti-doping culture.

Player transfers

Player transfers underpin the modern sports business. Historically, African transfers were marked by informality and exploitation, but significant improvements have occurred across men's and women's sports.

The value and volume of intra-African and international transfers continue to rise. African coaches are also gaining prominence: at AFCON 2025, all semi-finalist teams were led by African coaches for the first time.

The FIFA Regulations on the Status and Transfer of Players (RSTP) remain a key guiding framework, influencing many sports bodies across the continent.

Insurance in African sports

Professional sport carries inherent risk. Without robust insurance, athletes face devastating financial and career consequences from injuries. Medical and loss-of-career insurance are crucial for athletes in high-impact sports like football, rugby, and athletics.

Many leagues, such as Tanzania's and Kenya's top-tier football leagues, require player insurance – though enforcement is inconsistent. Lower-division athletes often compete without any insurance coverage, leaving them vulnerable to career-ending injuries and dependent on fundraising for medical expenses.

Clubs and event organisers also require third-party liability insurance and directors and officers insurance to mitigate operational risks. While adoption across Africa remains uneven, awareness and uptake of insurance products are steadily increasing.

Women in sports

Women's sport is one of Africa's fastest-growing sectors. Competitions such as the CAF Women's AFCON and the CAF Women's Champions League have accelerated professionalism. National federations are increasingly mandated to run women's leagues across various sports.

Challenges persist – limited professional contracts, inadequate facilities, and under-representation in governance – but ongoing reforms are driving progress. Recent initiatives include the following.

- AUSC forums recommending 40% women's leadership representation and safe sports environments.
- The 2025 African Women in Sports Summit in Kampala addressing gender equity and GBV prevention.
- The 2025 Dakar International Conference on Women and Sport focusing on leadership barriers.
- South Africa's 2025 allocation of ZAR250 million for school sports with emphasis on girls' participation.
- World Athletics' gender parity targets and new Allyship Award.
- UN Women's 2025 partnership with the International Working Group on Women and Sport.
- Mentorship programmes from the BAL and others to boost employability for women.

The Maputo Protocol and the African Charter on Human and Peoples' Rights continue to underpin women's rights and gender equality within African sport.

Sustainability and environmental governance

Africa – despite contributing the least to global emissions – faces severe climate impacts that affect sport. Rising temperatures disrupt training, weather extremes damage infrastructure, athletes relocate to cooler countries, events are cancelled, and drought conditions impact athlete nutrition.

Sustainability is increasingly part of sports law, driven by infrastructure development, mega-events, and sponsor expectations. Environmental impact assessments, green procurement, and climate-resilient design are becoming essential components of publicly funded projects.

Notable developments include environmentally conscious stadium construction (eg, Imperial Wanderers Stadium in South Africa) and Athletics Kenya becoming the first federation to join World Athletics' UNFCCC Sports for Climate Action Framework.

Technology and new frontiers

Emerging technologies are reshaping African sport.

- E-sports raises new legal questions around IP, player classification, and jurisdiction.
- AI transforms performance analysis and officiating, bringing concerns around data protection, cybersecurity, and digital safeguarding.
- The metaverse and digital assets such as NFTs and fan tokens introduce new commercial models but also regulatory uncertainty.

In 2022, Nedbank launched Africa's first metaverse-based golf event – "Africarare Ubuntuland" – showcasing innovative possibilities.

African regulators and sports bodies must choose between reactive regulation after disputes arise or proactive frameworks that balance innovation and risk.

The National Sports Act 2023

The National Sports Act 2023 replaces the outdated 1964 law and creates a modern legal framework for sports in Uganda. It introduces clear definitions, stronger regulation, and better alignment with international standards.

Key provisions

Definitions and registration:

- Differentiates national sports associations (amateur sports) and national sports federations (professional and amateur).

- Mandatory registration with the National Council of Sports (NCS); registration grants body corporate status.
- Existing recognised bodies must re-register within 12 months of 17 August 2023.

Recognition and rewards:

- Establishes a government scheme to honour exceptional athletes and enhance motivation.

Presence requirements:

- Associations – must operate in at least 50% of districts.
- Federations – must cover at least 75% of districts.

Registration validity:

- Certificates last one year and must be renewed annually.

International participation:

- Associations and federations must seek NCS approval before:
 - (a) competing abroad; or
 - (b) affiliating with international governing bodies.
- Act must align with rules of bodies like FIFA and WADA.

Financial reporting:

- Organisations must submit audited accounts and activity reports within four months after the financial year.

Beneficial ownership:

- Associations and federations must maintain and submit registers of beneficial owners to NCS.

Community sports clubs:

- Registration is optional, though they become body corporates once registered.

School and university sports:

- Schools must offer at least 15 authorised sports (though this may be unrealistic).
- Council cannot authorise activities involving students without ministry approval.

Sports academies:

- Must be licensed by NCS with approval from the relevant federation.
- Child welfare must be protected.

Uganda Olympic Committee:

- Continues to exist but must recognise only NCS-registered bodies.

Anti-doping:

- Creates a national anti-doping organisation (NADO).
- Doping is fully prohibited, including possession of banned substances.

Dispute resolution:

- Sports disputes between associations/federations and their members must go to arbitration only.
- Constitutions lacking this clause are invalid.

Commercial rights:

- Associations, federations, and their members own commercial rights (media, image and sponsorship).
- Athletes' commercial rights are protected and require consent.

Betting and match manipulation:

- Certain individuals (athletes, coaches, referees and club employees) cannot bet on related sports.
- Offences include allowing betting without authorisation or manipulating match results.

Minors in sport:

- Minors aged 16+ can compete with adults but need written parental consent.

Public sports facilities:

- All public sports facilities and their land vest in the Council; cannot be sold or leased.

Key concerns highlighted

- Presence thresholds (50%/75%) may be unrealistic for less popular sports.
- Athlete commercial rights need more detailed regulation.
- Mandatory parental consent wording may conflict with children's rights principles.
- Silence on employment of minors in sport.

- Schools may not be able to meet the 15-sport requirement.
- "Sports disputes" is undefined, potentially causing confusion.
- Betting prohibitions should possibly include commentators.

National Sports (Amendment) Bill 2024

President Yoweri Kaguta Museveni has signed the National Sports (Amendment) Bill 2024 into law. The bill – passed by Parliament on 19 December 2024 and assented to on 27 January 2025 – strengthens Uganda's anti-doping framework to meet global standards.

The new law ensures the independence of the National Anti-Doping Organisation (NADO) and formally aligns Uganda's regulations with the World Anti-Doping Code. These changes were necessary after the World Anti-Doping Agency (WADA) found Uganda's previous rules non-compliant, which had put Ugandan athletes at risk of being banned from international competitions.

By adopting these amendments, Uganda now fully complies with its obligations under the UNESCO International Convention against Doping in Sport. The legislation also protects Uganda's rights to host major sports tournaments, including CHAN and AFCON, and ensures athletes remain eligible for global events.

Conclusion

Sport in Africa is undergoing a decisive transformation – from fragmented, largely amateur structures to a professionalised, commercially driven, and globally integrated industry. This evolution has placed law at the heart of governance, athlete welfare, commercial activity, and technological innovation. While challenges remain across regulation, funding, safeguarding, migration, and gender equity, the continent is steadily building stronger legal frameworks, from continental bodies like the AUSC to national reforms such as Uganda's National Sports Act. As Africa embraces new models of governance, invests in infrastructure, and adapts to emerging technologies, the development of coherent, credible, and future-ready sports law will be essential to sustaining growth, protecting athletes, and positioning African sport as a competitive force on the world stage.

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Tyr founded its sports law team in 2022 and rapidly established itself as a leading practice in sports integrity, regulatory disputes, and disciplinary matters, with a growing group of specialist solicitors based in its Leeds headquarters. The team is best known for its anti-corruption investigations, contentious integrity cases, and football finance work, supported by deep expertise across racket sports, athletics, rugby, golf and boxing. Its recent portfolio includes acting for the International Table Tennis Federation (ITTF) and International Tennis Integrity Agency (ITIA) in high-profile disciplinary and anti-corruption proceedings,

representing boxer Chris Eubank Jr on major commercial, regulatory and litigation issues, and handling complex safeguarding and selection disputes for the Lawn Tennis Association (LTA) and UK Athletics. The practice continues to expand through new client appointments in sports such as American football and golf, significant arbitration and panel roles, and the recruitment of senior and associate talent. Tyr's integrated, advocacy-led model, extensive experience and sector insight ensure efficient, client-focused delivery in a competitive market.

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1. Athlete Conduct, Integrity and Enforcement

1.1 Anti-Doping Regimes

Criminal Status of Doping

Doping itself is not a criminal offence in the UK. Anti-doping violations are dealt with through sporting disciplinary processes rather than the criminal courts. However, athletes and support personnel may still face criminal liability where conduct breaches UK drugs legislation. Many substances on the World Anti-Doping Agency (WADA) Prohibited List are controlled under the Misuse of Drugs Act 1971 or regulated by the Medicines Act 1968, meaning that possession, supply, manufacture, or trafficking can constitute separate criminal offences.

Substances most commonly triggering criminal liability include anabolic steroids, which are Class C controlled drugs, and stimulants or narcotics such as cocaine, MDMA and amphetamines, which fall within Class A or B. While sporting use of banned substances is handled through disciplinary sanctions, associated possession or distribution can lead to criminal prosecution.

National Anti-Doping Governance

The UK's anti-doping system is aligned with the WADA framework. WADA sets the World Anti-Doping Code (a new WADA Code will come into force on 1 January 2027) and the WADA Prohibited List, both of which are implemented domestically by UK Anti-Doping (UKAD). UKAD ensures UK compliance, delivers education programmes, conducts testing and investigations, and oversees the results management

process. Through this governance structure, WADA standards and rules are embedded directly into UK sporting regulation and enforced consistently.

Sanctions Within UK Sport

Most national/sporting governing bodies (NGBs) adopt UKAD's rules in full. Sanctions typically include bans ranging from two years to lifetime ineligibility, disqualification of results, loss of medals or titles, and public disclosure. These apply across professional and amateur levels, including athletes, coaches, and medical staff.

Recent sanctions include:

- Finley Evans (rugby union) – four-year ban following an out-of-competition test for Ostarine.
- Dr Richard Freeman (cycling) – struck off the medical register and sanctioned by UKAD for possession of prohibited substances and tampering.
- Tara Moore (tennis) – serving a four-year ban for positive tests for boldenone and nandrolone, after the Court of Arbitration for Sport (CAS) reinstated her sanction on appeal.

1.2 Misconduct and Match-Fixing

Legislative Framework

The UK has no single statute governing athlete misconduct or match fixing. Instead, integrity breaches sit within existing criminal law and run in parallel with sporting disciplinary regimes. Where conduct crosses the criminal threshold, match fixing or spot fixing may constitute:

- cheating at gambling (Gambling Act 2005, Section 42) – used to prosecute manipulation of sporting outcomes linked to betting activity;
- bribery (Bribery Act 2010) – covering payments or advantages intended to influence match results;
- fraud by false representation (Fraud Act 2006, Section 2) – capturing deceptive conduct for financial gain, including fixing matches to benefit betting outcomes; or
- conspiracy offences (Criminal Law Act 1977 or common law conspiracy to defraud) – involving co-ordinated corrupt conduct.

These provisions form the foundation of criminal enforcement but operate alongside NGB disciplinary systems. In practice, disciplinary routes are far more frequently engaged than criminal prosecution.

Regulatory Measures Taken by NGBs

NGBs remain the primary regulators of integrity matters, exercising jurisdiction over athletes, coaches, officials and other participants through contractual obligations attached to membership, licensing or participation. To protect competition integrity, some sports have established bodies devoted to anti-corruption (such as the International Tennis Integrity Agency or ITIA) but, in either case, NGBs or independent agencies typically adopt a multi-layered model, including:

- intelligence gathering, through whistle-blowing channels, mandatory reporting and either independently funded integrity agencies or specialist internal anti-corruption units;
- investigations, with powers requiring participants to provide documents, communications and co-operation as a condition of participation;
- information-sharing with betting operators and integrity monitoring bodies, and where necessary, obtaining High Court disclosure orders against third parties; and
- education and prevention, including mandatory training on betting rules, anti-corruption duties and athlete conduct expectations.

Recent Sanctions

Recent cases demonstrate strong sanctions and increased international co-ordination:

- Basketball (2022–23) – Five former Surrey Scorchers players received substantial fines and bans, including lifetime suspensions, for match manipulation and failing to report corrupt approaches.
- Athletics (2025) – Two disciplinary panels upheld serious misconduct findings against endurance coach Andrew Young.
- Football (2025) – The FA had sought sanctions for potential breaches of FA Rule E5 (spot-fixing) and FA Rule F3 (non co-operation), which would have resulted in a potential life ban from the sport for Lucas Paquetá. While the player succeeded in his defence on the facts, this case serves as a barometer of the severity of sanction typically sought in match-fixing cases.

1.3 Betting-Related Offences

Legislative Framework

Betting is legal in the UK when conducted by Gambling Commission licensed operators. The sector is regulated under the Gambling Act 2005, which sets licensing objectives such as preventing crime, ensuring fairness, and protecting children and vulnerable people. It also grants the Commission broad enforcement powers. In 2025, the regulatory framework shifted significantly with new gambling levies, online slot stake limits, and revised rules on safety and consumer choice. These reforms reflect the Commission's aim to strengthen protections while supporting safer use of betting platforms.

NGB Regulation of Betting

Although betting is lawful for the public, many sports bar participants from betting on their sport to safeguard integrity.

Key examples include:

- Football – since 2014, the Football Association (FA) has imposed a worldwide betting ban on professional and most semi-professional participants, covering all football events and related markets, including transfers, team selection and insider information.
- Horse racing – jockeys are prohibited from betting on any race globally and from receiving betting proceeds; owners, trainers and stable staff face role-specific “no betting” or “no laying” controls.

- Cricket – the England and Wales Cricket Board (ECB) Anti-Corruption Code bans betting on cricket, and misuse of inside information and fixing, supported by an active Anti-Corruption Unit.

These sport-specific rules operate alongside the criminal offence of cheating at gambling, which may be prosecuted where manipulation or insider information misuse crosses into criminality.

Sports-Regulator-Operator Co-operation

Betting integrity co-ordination is led by the Gambling Commission's Sports Betting Intelligence Unit (SBIU) and the Sports Betting Integrity Forum (SBIF). Licensed operators must report suspicious activity. The SBIU aggregates intelligence from bookmakers, NGBs, law enforcement and the public, triggering joint investigations where necessary. Major events receive enhanced integrity support, including co-ordinated processes, cross-partner communication and international links (such as with the Group of Copenhagen) to manage cross-border alerts. In practice, it is mostly lower-profile events which attract suspicious betting and which may be more vulnerable to manipulation.

Recent sanctions

In football, in 2023 the ex-Brentford striker Ivan Toney was banned for eight months after admitting to 232 breaches of the FA's betting rules and, in 2024, Newcastle United midfielder Sandro Tonali received a two-month suspended ban from the FA (on top of a longer ban from the Italian FA) for admitted breaches of betting rules involving his team.

1.4 Disciplinary Framework

The disciplinary framework across UK sports is designed to ensure that allegations involving doping, match fixing, integrity breaches or betting offences are handled through transparent and procedurally fair mechanisms. Although each NGB applies its own rules, most operate within a broadly consistent structure shaped by the World Anti-Doping Code, national integrity policies and sport-specific regulations.

Receipt of Allegation or Intelligence Trigger

A disciplinary process usually begins when a governing body receives a complaint, test result, whistleblower report, suspicious betting alert or other cred-

ible intelligence. Notifications may arise internally (ie, from athlete support personnel, club officials or integrity officers) or externally from bodies such as UK Anti-Doping, the Gambling Commission's Sports Betting Intelligence Unit, betting operators under mandatory reporting rules, or international integrity partners.

Formal investigation

Once an issue is identified, an investigation may be commenced. This may involve collecting documents, interviewing witnesses, reviewing digital communications, analysing laboratory findings and working with external organisations such as UKAD, law enforcement or integrity monitoring services. Investigatory powers vary between sports, but participation normally obliges athletes, coaches and officials to co-operate fully with requests.

Charge

If sufficient evidence of a potential rule violation is found, a formal charge will be issued under the sport's relevant regulations or disciplinary code. The charged party receives a notice setting out the alleged misconduct, supporting evidence and information on procedural rights available throughout the process.

Determination by an independent tribunal

Most UK NGBs and independent agencies refer contested cases to an independent specialist tribunal. The tribunal reviews written and oral evidence, hears legal submissions, and applies the sport's standard of proof – typically the balance of probabilities – although this does vary. If the individual admits the charge, the panel may move directly to sanction.

Appeal routes

Following a decision, parties may have a right of appeal. Some sports provide internal appellate bodies, while others allow ultimate appeal to the CAS, which may conduct a full de novo rehearing depending on the governing rules.

2. Commercial Rights

2.1 Sports-Related Rights

Commercialisation in UK sport extends far beyond sponsorship and broadcasting. Rights holders, includ-

ing NGBs, leagues, clubs, event organisers and individual athletes, all generate significant income through image rights, merchandising, hospitality, ticketing and control of secondary markets.

Merchandising

Merchandising remains a major revenue stream. Rights holders licence their brands to manufacturers and retailers, typically through upfront fees and royalties. While merchandising historically centred on stadium shops and high street retail, the shift to digital commerce (eg, through club websites, apps, livestream shopping and social media storefronts) has globalised sales. This expansion requires stronger IP enforcement and consumer law compliance, particularly when selling internationally or directly to consumers.

Hospitality

Hospitality is central to sports venue strategy, with modern facilities offering premium, multi-experience environments. Edgbaston's redevelopment, including a Radisson Red hotel with pitch-facing hospitality rooms, and the Rugby Football Union (RFU)'s plans to modernise Twickenham, reflect a sector-wide shift towards venue-controlled, high-yield experiences over third-party models.

Ticketing

Ticketing remains a core revenue source, particularly where demand exceeds supply. Rights-holders increasingly use dynamic pricing, membership tiers, loyalty programmes and bundled hospitality to balance accessibility with commercial returns. Deloitte's Football Money League 2026 observed that the 2024/2025 football season set yet another record, with the top 20 clubs generating EUR12 billion in combined revenue for the first time.

Secondary Ticketing and Enforcement

Secondary ticketing presents ongoing challenges around affordability, fairness and safety. Regulators and rights-holders rely on venue terms, contractual restrictions and legislation to curb unauthorised resale. Key legislation includes:

- Consumer Rights Act 2015 – this requires resale platforms to disclose seat details, helping organisers trace illicit sales.
- Digital Markets, Competition and Consumers Act 2024 – this empowers the Competition and Markets Authority (CMA) to issue penalties of up to 10% of global turnover.
- Digital Economy Act 2017 – this criminalises ticket-buying bots and mandates transparency through unique ticket numbers.

In 2025, the UK government moved to ban above face-value resale, strengthening consumer protection, while Premier League clubs intensified anti-touting efforts, with Liverpool FC announcing in late 2025 the shutdown of 145,000 accounts in its ongoing crackdown.

2.2 Sponsorship Terms

Sponsorship in the UK

Sponsorship remains one of the most influential commercial drivers in UK sport, giving brands access to large, highly engaged audiences. Companies use sport to boost visibility through kit branding, perimeter advertising, digital content integration and hospitality, while increasingly leveraging first-party fan data (where permitted) for targeted marketing and performance measurement.

High-profile examples include Amazon integrating its Prime Video platform into Premier League broadcasts and Sky's multi-year partnership with Guild Esports, which includes naming rights and extensive digital exposure. These deals reflect how sponsors now view sport as a hybrid physical digital ecosystem offering deep audience engagement.

Rights-holders attract investment by offering bundled packages combining physical visibility, digital assets, community initiatives and exclusive access, often aligned with themes such as sustainability, diversity and grassroots development.

Key Terms in UK Sponsorship Agreements

Although sponsorship agreements vary significantly depending on the sport, the parties involved and the rights being purchased, some themes appear regularly:

- Scope of rights and exclusivity – definition of branding rights (eg, kit, stadium, digital assets), territorial scope, and category exclusivity to safeguard brand value.
- Use of IP and data – licences to use rights-holder trade marks and, where applicable, controlled access to fan data under strict GDPR compliance.
- Deliverables and activation – commitments from the rights-holder on exposure (logo placement, social posts, player appearances) and from the sponsor on promotional activity.
- Financial terms – sponsorship fees, bonus structures and, increasingly, in-kind contributions from tech and performance partners.
- Morality, integrity and compliance – termination rights for reputational harm, along with protections linked to gambling regulation, advertising standards and integrity frameworks.
- Term, renewal and termination – multi-season terms with renewal options, performance criteria and mechanisms for early termination.

2.3 Broadcasting Rights

Broadcasters and Monetising of Sports Rights

UK broadcasters monetise sports rights through subscription fees, advertising and, increasingly, digital innovation. Traditional pay-TV platforms such as Sky Sports and TNT Sports rely on exclusive live rights to retain subscribers, while streaming entrants such as Amazon Prime Video expand the market with enhanced features including multi-camera angles, live statistics and pay-per-view options. Referee-cams are expected to grow in prominence. Despite declining linear TV consumption, live sport remains resilient, with sports viewing minutes increasing even as overall viewing falls. Broadcasters now treat online, on-demand and (often shorter) social content as essential extensions of live coverage, particularly to reach younger audiences.

Broadcasting Rights

Rights-holders typically package broadcasting rights into exclusive or co-exclusive bundles, often sold through competitive tender processes. The Premier League's 2025–29 deal, worth GBP6.7 billion, is a prime example – Sky Sports secured four live packages (over 215 matches per season), TNT Sports took

one package (52 matches), and the BBC retained free-to-air highlights.

This deal reflects a broader trend that while pay-TV dominates, free-to-air coverage remains protected under the UK's "listed events" regime. Events such as the FA Cup Final, FIFA World Cup, and Olympics must be offered to broadcasters reaching at least 95% of the population. The Media Act 2024 is expanding this protection to include digital platforms. Other leagues follow similar models such as the Women's Super League (WSL). The WSL secured a five-year deal in 2024 with Sky and the BBC.

Licensing Venue Access and Broadcasters IP

To film live events, broadcasters must obtain venue access licences. These licences grant rights to capture footage and audio. Under the Copyright, Designs and Patents Act 1988, broadcasters own the copyright in their produced footage and commentary, subject to licence terms agreed with the rights-holder.

3. Sports Events

3.1 Proprietary Rights and Event Management

Controlling Proprietary Rights

In the UK, sports events do not attract standalone proprietary rights. There is no independent property right in an event itself, nor any specific "sporting media right", image right, or sponsorship right. Event organisers therefore cannot claim automatic commercial exclusivity simply by staging a competition.

Instead, commercial control is achieved through a combination of legal mechanisms, including:

- Property law – control of physical access to stadiums and venues, enabling organisers to set conditions on spectators, broadcasters, photographers and commercial partners.
- Contract law – agreements with participants, broadcasters, sponsors, suppliers and ticket-holders, which secure commercial rights and restrict unauthorised activity.
- Intellectual property law – protection of logos, trade marks, audio visual output and branded content.

- Equitable principles – preventing misuse of event goodwill, particularly through ambush marketing or misleading associations.

This framework allows organisers to regulate content creation, restrict media capture, manage commercial activities in and around the venue and prevent third parties from exploiting the event's reputation without consent.

Organisation and Management of Sporting Events

Event governance varies by sport, but typically follows one of two models:

- NGB-led – in most UK sports, an NGB acts as the event organiser. It sets competition rules, eligibility requirements, disciplinary procedures and commercial terms. Participation is governed by the NGB's rulebook and any mandatory participation agreement.
- Independent Competition Organiser – some competitions are run outside the NGB framework (eg, the Premier League, or the former British Basketball League which operate through a company shareholder structure). Here, rules and commercial arrangements are determined collectively by participating shareholders or members.

Across both models, participation requires compliance with all applicable rules, including those governing integrity, conduct, anti-doping and betting. Football is a partial exception, as UK clubs participate in multiple competitions run by different regulators (such as UEFA for the Champions League and The Football Association for the FA Cup), creating a multi-regulator environment with overlapping rules.

3.2 Duty of Care and Liability

Duty of Care

UK event organisers owe a legal duty of care to ensure that spectators, athletes, staff, and contractors are reasonably protected from harm. Failure to do this may result in negligence claims.

Key legislation includes:

- Occupiers Liability Act 1957 – this imposes duties towards lawful visitors.

- Occupiers Liability Act 1984 – this extends duties to trespassers.
- Health and Safety at Work etc Act 1974 – this applies to club organisers and any event employer, covering employees, volunteers, contractors and (in some circumstances) the public.

These duties include maintaining safe premises, proper stewarding, adequate medical provision, and crowd-management measures. While some liability can be limited through exclusion clauses (ie, through disclaimers), negligence causing death or personal injury cannot be excluded.

Athletes are rarely found liable to spectators, as spectators are treated as having accepted the inherent risks of reasonably foreseeable sporting incidents. In 2013, a wayward Cristiano Ronaldo shot broke the wrist of an 11-year-old supporter in the crowd. While that did not attract liability, incidents such as Jamie Carragher's coin throw into the crowd at Highbury in 2002, or Eric Dier climbing into the crowd to confront a fan in 2020, would probably not benefit from being reasonably foreseeable.

Safety at Sports Events

Safety at sports events is supported by a suite of modern legislation and regulatory measures, including:

- Terrorism (Protection of Premises) Act 2025 (scheduled for full enforcement in 2027), requiring enhanced counter-terror preparation; and
- Unauthorised Entry to Football Matches Act 2026 (passed on 22 January 2026), supported by the Criminal Justice and Public Order Act 1994, and Safety of Sports Grounds Act 1975, forming the backbone of crowd control and stadium safety regulation.

Football authorities have introduced additional sanctions to combat fan disorder – particularly targeting offensive chanting, pyrotechnics, pitch incursions, drug use and thrown objects. Clubs will usually impose their own ground rules consistent with those suggested by the football authorities.

4. Corporate Structures

4.1 Legal Forms of Sporting Bodies

Sporting bodies in the UK use a wide range of legal structures, reflecting the sector's diversity – from elite commercial organisations to small volunteer-run community clubs.

Unincorporated Associations

At grassroots level, most amateur clubs begin as unincorporated associations. This is the simplest model: no registration is required, administration is light, and the club operates under its own constitution or rules. For informal groups with limited assets and no employees, it is cost-effective and accessible.

Incorporated Structures

Companies limited by shares

Professional clubs and commercially focused organisations commonly adopt this structure. It provides separate legal personality, limited liability for shareholders, and the ability to enter contracts, borrow money and hold assets in the organisation's own name. The entity running the club in question is usually part of a more complex group or ownership structure.

Companies limited by guarantee

Many governing bodies, community clubs and membership-based organisations incorporate as companies limited by guarantee. With no shareholders and no profit distribution, this model suits bodies reinvesting income into the sport. Members' liability is limited to a nominal sum.

Charitable incorporated organisations (CIOs)

Where objectives qualify as charitable, a CIO provides a bespoke charity structure offering limited liability and separate legal personality. CIOs benefit from charitable tax advantages and public trust, but face stricter operational limits, fundraising rules and higher governance obligations.

Community interest companies (CICs)

CICs are intended for organisations operating for community benefit. They may be limited by shares or guarantee but must comply with an "asset lock" ensuring profits and assets support community purposes rather than shareholders.

4.2 Corporate Governance Codes

UK sport does not operate under a single governance statute. Instead, standards arise from regulatory codes, funding requirements, industry frameworks and general company law. Together, these create expectations of transparency, accountability and responsible financial management across the sector.

Governance Codes and Their Application

Two principal codes shape governance standards:

- The Code for Sports Governance (UK Sport/Sport England) – this applies to all organisations receiving government or National Lottery funding. It sets binding requirements on board composition, transparency, risk management, integrity measures and, since 2021, detailed diversity and inclusion planning. Compliance is enforceable: in 2017 Table Tennis England had public funding suspended for non-compliance.
- The Voluntary Code of Good Governance (Sport and Recreation Alliance) – this provides a recognised benchmark for organisations outside the public funding system.

Owners', Directors' and Senior Executives' Tests

Certain sports impose additional suitability requirements on senior personnel. In football, long-standing fit-and-proper tests were strengthened by the Football Governance Act 2025, which created the Independent Football Regulator (IFR). From May 2026 the IFR will conduct statutory assessments of owners, directors and senior executives across the top five tiers of English football, evaluating integrity, competence and financial soundness. Its effectiveness compared to the long-established tests will be interesting to assess but its new powers are clear: sanctions include fines of up to 10% of annual club revenue, personal penalties and, in serious cases, forced divestment. Other sports, such as rugby, maintain their own suitability tests. In 2027, the IFR will implement a licensing system for clubs.

Duties of Officers and Governance Behaviour

Leaders must comply with sector-specific governance codes and broader legal duties. Company officers must follow the Companies Act 2006, including promoting the success of the organisation, exercising

reasonable care and skill, and avoiding conflicts of interest. These duties underpin governance expectations across sport.

Insolvency and Regulatory Consequences

Financial stability is a core focus of the IFR. The IFR may impose heavy penalties of up to 10% of club revenue or a proportion of an officer's remuneration for misconduct linked to financial distress. This marks a shift towards systemic regulation aimed at long-term sustainability and protecting supporter interests. Insolvencies have been an unfortunate feature of the landscape in recent years, such as Sheffield Wednesday entering administration in 2025 and Wigan Athletic in 2020. It is hoped that the implementation of the IFR will help make club insolvencies less of a recurring feature in the future.

4.3 Sport Funding

The UK sport funding landscape is a blend of public investment, lottery-derived income and private commercial revenue. Together, these streams support everything from elite Olympic programmes to small community clubs, although the distribution of funding continues to generate debate around fairness, sustainability and long-term development.

NGBs and Government Investment

Public funding remains central to the UK sporting ecosystem. Sport England and UK Sport allocate resources based on participation priorities, medal potential and wider government objectives – a model long criticised for favouring high visibility sports such as football, athletics and cycling, making growth harder for niche disciplines.

Recent commitments demonstrate continued investment:

- As part of the government's Plan for Change, a commitment of GBP400 million for grassroots facilities (including GBP98 million for 2025/26 upgrades in deprived areas).
- A record GBP330 million for over 50 sports ahead of the Los Angeles 2028 Olympic and Paralympic cycle.

- Continued funding for the physical education (PE) and sport premium in primary schools, recognising education's role in long-term participation.

Private and Commercial Funding

Private investment has grown significantly, ranging from high net worth and private equity involvement – particularly from overseas – to local sponsorships and volunteer-led fundraising. Commercial revenues from broadcasting, sponsorship, ticketing, merchandise and digital engagement further underpin financial stability.

Top-tier professional clubs attract substantial commercial income, much of it derived from broadcasting deals, while community clubs often rely on modest contributions. High-profile ownership can reshape regional investment patterns; for example, interest in Wrexham AFC grew substantially after it was bought by two famous US actors, and it recently secured GBP18 million in public funding for stadium redevelopment, reflecting sport's link to local economic and community priorities.

Distribution of Funds Across the Sporting Landscape

Funding distribution mirrors the sports hierarchy: popular, commercially successful sports receive the most public and private support, while smaller sports can often face chronic underfunding. However, recent government initiatives, such as the Multi-Sport Grassroots Facilities Programme, signal a shift towards inclusivity and long-term sustainability, emphasising accessible facilities, community cohesion and greater support for under-represented groups. This emphasis should in theory be supported by the initiatives of the IFR.

5. Intellectual Property, Data and Data Protection

5.1 Trade Marks

Registration of Trade Marks

Trade marks in the UK are registered through the UK Intellectual Property Office (UKIPO). Applicants must submit a clear representation of the mark, specify goods/services, and pay the fee.

Marks will be refused if descriptive, non-distinctive, deceptive, contrary to public policy, or insufficiently clear. Registrations lacking a genuine intention to use may be vulnerable to bad-faith challenges, and over-broad specifications risk partial invalidity.

Advantages of Registration

Registration grants exclusive rights for listed goods/services, enables infringement actions, and supports commercialisation (licensing, merchandising). These benefits are especially valuable in sport, where brand recognition and merchandising are central to revenue.

Use Requirements and Non-Use

A mark can be registered without immediate use, but it is vulnerable to revocation after five years if not put to genuine use. Portfolio management should reflect bona fide commercial rationale for all claimed goods/services to reduce non-use and bad-faith risk.

Examples

The *Adidas v Thom Browne* litigation highlights the difficulty of protecting design-based or “position” marks, with the High Court independently assessing validity separately from earlier European Union Intellectual Property Office (EUIPO) findings. Sponsorship can also create branding conflicts, illustrated by Manchester City’s use of “Super Dry”, which led to a settlement with clothing brand Superdry over concerns of confusion and dilution. Athlete branding continues to grow, with figures such as Cristiano Ronaldo (CR7), Usain Bolt (the “Lightning Bolt” pose) and Cole Palmer (the “shivering” celebration) developing extensive trade mark portfolios to protect their commercial identities.

5.2 Copyright/Database Rights

Copyright Framework

The UK’s copyright regime is set out primarily in the Copyright, Designs and Patents Act 1988 (CDPA). Although statutory, it incorporates long-standing common law principles relating to originality, authorship and infringement. Copyright arises automatically upon creation; no registration is required for protection.

Requirements for Protection

A work must fall within a protected category (such as sound recordings or broadcasts) and must be original,

meaning it results from the author’s own skill, labour and judgment.

In sport, copyright typically protects:

- broadcast footage and replay packages;
- competition logos, branding and artistic assets;
- written materials (eg, match reports, statistics compilations, coaching resources); and
- recorded crowd sounds or performance footage.

Live sporting events themselves are not protected, as they are not considered authored works.

Registration

The UK has no formal copyright registry. Parties may use third-party deposit services to evidence authorship or creation dates but doing so does not create rights. Automatic protection enables immediate enforcement without administrative steps.

Defences to Infringement

Statutory exceptions provide defences in specific circumstances, including:

- fair dealing for reporting current events, criticism or review;
- incidental inclusion of a work in a broadcast or film;
- temporary technological copies necessary for lawful transmission; and
- limited public interest defences.

These are frequently relevant to sports reporting, social media commentary and short-form highlights.

Database Rights

The UK also recognises a separate sui generis database right protecting databases where there has been substantial investment in obtaining, verifying or presenting data. This right exists independently of copyright, which may additionally apply if the database structure is sufficiently original. It is particularly significant for:

- performance statistics;
- scouting databases;
- fixture lists; and
- rankings and competition datasets.

Sports bodies rely on copyright and database rights to protect broadcast footage, branding and digital assets. Common disputes involve unauthorised clip use, data scraping and misuse of official datasets, reflecting the commercial value of live scoring, analytics products and betting data.

5.3 Recognising Personality/Image Rights

The UK does not recognise a standalone statutory right to personality, publicity, or name, image or likeness rights. Instead, protection derives from a combination of common law causes of action and certain statutory mechanisms. Subsequently, the UK's framework is more fragmented than that of jurisdictions which grant an explicit right of publicity but, in practice, athletes and public figures can protect and commercialise their image through a range of overlapping rights.

Sources of Protection

Individuals can rely on:

- Passing off (common law) – this remains the primary route for protecting commercial reputation (see 5.4 Protecting Personality/Image Rights).
- Privacy and confidentiality – misuse of private information and breach of confidence can protect against unauthorised publication of private photographs or sensitive personal material, although these claims are focused on privacy rather than the commercialisation of image.
- Trade mark registration – many athletes register their names, initials, signatures, or logos as trade marks, eg, stylised monograms or slogans (see 5.1 Trade Marks).
- Contractual rights – in professional sport, clubs and NGBs routinely negotiate image rights clauses via specialised image rights companies to define how an athlete's likeness may be used for commercial and marketing purposes.

5.4 Protecting Personality/Image Rights

In the absence of a standalone statutory right to personality or publicity, UK athletes rely primarily on common law doctrines to prevent unauthorised commercial exploitation of their image. The most significant of these is the tort of “passing off”, which provides an established means of controlling the commercial

use of an athlete's name, likeness or other identifying characteristics.

Passing Off

Passing off protects against the misrepresentation that a product or service is endorsed by, associated with, or otherwise connected to an athlete. To succeed, the claimant must demonstrate:

- goodwill in their name, image or brand;
- a misrepresentation by the defendant, leading the public to believe there is some form of endorsement or connection; and
- damage to that goodwill, typically through loss of control, dilution, or harm to commercial value.

In practice, elite athletes with strong commercial profiles, such as those with sponsorship portfolios, merchandise lines or widely recognised personal branding, are well positioned to rely on passing off to challenge unauthorised endorsements or use of their likeness.

Unfair Competition and Related Actions

Although the UK does not recognise a generalised tort of unfair competition, a range of related common law and statutory actions can support the protection of personality rights. These include:

- breach of confidence and misuse of private information, which can prevent the disclosure or commercialisation of private images or footage;
- trade mark infringement, where an athlete has registered their name, initials, logo or signature as a trade mark; and
- contractual enforcement, often via image rights provisions in player or endorsement agreements, which regulate how rights may be used by clubs, sponsors and third parties.

5.5 Licensing

Professional Sports Bodies

UK sports organisations and athletes frequently commercialise their IP through licensing arrangements. Professional governing bodies and clubs typically maintain broad portfolios of trade marks, copyrights and related rights, which they license across several major revenue streams, including:

- merchandising and apparel – licensing of club names, colours, logos and badges to manufacturers and retailers;
- broadcast and media rights – usually centralised and licensed collectively by the governing body to maximise commercial value and ensure consistent exploitation;
- video game and digital rights – covering league branding, player likenesses and official performance data; and
- sponsorship and brand partnerships – granting partners controlled rights to use official marks in promotional activity.

Centralised licensing allows rights-holders to maintain brand consistency, negotiate stronger collective commercial terms and reinvest revenues across leagues or competitions.

Professional Athletes

Individual professional athletes commercialise their name, image and likeness through:

- endorsement agreements;
- licensing of personal branding (initials, logos or stylised marks);
- image rights clauses in club and sponsorship contracts; and
- licensing of performance footage and media rights for promotional content.

Non-Professional and Collegiate Athletes

Non-professional and collegiate athletes generally have more limited commercial licensing opportunities. Many compete within amateur or NGB-governed structures where commercial exploitation is restricted or tightly regulated. Although they retain personal IP rights, their ability to license them is typically constrained by:

- eligibility rules;
- limited commercial market value; and
- internal policies of university or amateur sport systems.

5.6 Assignment of IP Rights

In the UK, there are no statutory restrictions on assigning IP rights to third parties. Most IP rights may be

freely assigned, provided the assignment is in writing and signed by the rights-holder. Trade marks may be transferred with or without goodwill, and copyright may be assigned in whole or in part.

Certain limitations do exist:

- future copyright (works not yet created) cannot be assigned outright, though parties can agree to assign once the work comes into existence; and
- goodwill-based rights, such as those relied on in passing off, cannot be assigned independently of the underlying business or commercial activity they relate to.

In sport, assignments typically arise in connection with club rebranding, broadcast production rights, merchandising, and transfers of athlete-owned trade marks or image rights companies. Overall, the UK regime is flexible, with the principal constraints relating to formalities rather than restrictions on the identity of the assignee.

5.7 Data in Sport

Sports data – which includes athlete performance metrics, spectator information, officiating data and equipment-generated analytics – has become integral to the UK sports ecosystem. Teams, NGBs and commercial partners increasingly use data to inform decision-making, enhance fan engagement and develop new revenue streams.

Use of Sports Data

Elite teams increasingly rely on athlete performance data which is captured through wearables, video analysis and equipment-embedded sensors to inform tactical decisions, optimise training loads, reduce injury risk and promote long-term athlete development. It is now the key component to all recruitment, including that of players and coaches, and even those employed to do the recruiting. NGBs similarly use data to monitor performance standards, develop talent pathways and assess the wider economic and social impact of sport.

Spectator and fan engagement data is also central to commercial strategy. Rights-holders track preferences, behaviours and sustainability attitudes to

shape digital interactions, match-day experiences and targeted marketing. Sector research shows that fan-driven insights increasingly guide ticketing strategies, venue operations and broader engagement initiatives across UK sport.

Commercial Opportunities

Sports data has become a key commercial asset. Rights-holders license official data to betting operators, broadcasters and technology providers, while performance and match data supports live statistics services, analytics platforms, fantasy gaming and broadcast enhancements. Fan-engagement data increasingly informs sponsorship valuation and targeted marketing strategies, reflecting industry trends towards technology-driven growth and the expanding international relevance of UK sports products.

As demand for real-time data and advanced analytics accelerates across media, betting, digital platforms and performance science, sports organisations are positioning data at the centre of their commercial and competitive models.

5.8 Data Protection

Applicable Legal Framework

The handling of sports-related data in the UK is primarily governed by the UK GDPR and the Data Protection Act 2018. These laws apply to all organisations processing personal data, including NGBs, clubs, event organisers and technology providers. Sports bodies usually act as data controllers, determining how athlete, staff and spectator information is collected, used, shared and stored.

Sports data is broad and often sensitive. It can include:

- biometric data (eg, heart rate, lactate, facial recognition);
- GPS and performance tracking;
- medical and injury information; and
- psychological and well-being assessments.

Much of this is special category data, requiring enhanced safeguards and stricter justification for processing.

Impact of UK GDPR on Sport

The UK GDPR requires all processing to be lawful, fair and transparent, supported by a valid legal basis such as:

- consent (typically required for health data);
- contractual necessity; or
- legitimate interest.

Organisations must provide clear privacy notices explaining what data is collected, why, on what basis, and with whom it may be shared. Compliance expectations have increased, with clubs and NGBs required to:

- implement internal governance measures;
- update contracts with data processors;
- conduct data protection impact assessments; and
- maintain robust cybersecurity and breach response processes.

Project Red Card illustrates the GDPR's growing influence in sport. Over 2,000 professional footballers challenged betting, gaming and analytics companies for using their performance data without a lawful basis, arguing that performance statistics constitute personal data. The case highlighted the commercial value of player data and the scrutiny applied to organisations processing it without consent or another valid ground.

NGBs and clubs have since faced heightened oversight and more frequent privacy-related challenges, reflecting the sector's exposure to the same newly-biting regulatory standards which are applied to other industries.

6. Dispute Resolution

6.1 Role of National Court Systems

The national courts in the UK traditionally take a restrained approach to intervening in the regulatory affairs of sport. The long-established position is that sports are best placed to regulate their own disputes, owing to their specialist knowledge, rule-making autonomy and internal disciplinary frameworks. As a result, most sports disputes are resolved through arbi-

tration or internal mechanisms (see 6.2 ADR Mechanisms).

Where parties have agreed to arbitration, either contractually or by virtue of membership to a sport, the courts primarily play a supervisory role, enforcing arbitration agreements under the Arbitration Act 1996, granting interim relief, or reviewing arbitral awards on narrow grounds. Court intervention tends to be exceptional rather than routine, and based on a high threshold.

The courts may become competent earlier if internal mechanisms are inadequate, ineffective, or incapable of delivering a timely remedy – particularly where urgent relief is required. A recent example of a case that, unusually, went to court is the *Felipe Massa v Formula One and others* case, in which a UK High Court judge ordered that the case should proceed to full trial in the judiciary rather than being mediated through sports arbitration. This may be the start of a trend of sports disputes gradually moving back to the courts, or at least playing out more frequently in plain sight rather than behind closed doors.

6.2 ADR Mechanisms

Alternative Dispute Resolution (ADR)

ADR is the primary mechanism for resolving sports disputes in the UK, reflecting the sector's preference for specialist, confidential and efficient processes, alongside the courts' traditional reluctance to intervene in sporting regulation. The term "ADR" can be misleading in UK practice, as litigators sometimes use "ADR" to refer only to without-prejudice discussions or mediation, rather than contested arbitration. For the purposes of this article, ADR is used in its broader sense, covering arbitration and mediation where the parties – usually through membership rules, participation agreements or player contracts – have agreed to resolve disputes outside the courts.

Arbitration

Arbitration is the dominant form of ADR in UK sport. The Arbitration Act 1996, as amended by the Arbitration Act 2025, provides the statutory framework, ensuring that arbitral awards are final, binding and subject only to what amounts in practice to limited judicial oversight. Most sports require arbitration

as a condition of participation, embedding arbitration clauses directly into governing body rulebooks. Sports such as football convene their own independent specialist commissions or panels to hear disputes.

Where a sport does not convene its own independent commission or panel, two specialist bodies convene panels to hear most other sports arbitrations:

- Sport Resolutions (UK) – the principal domestic forum, administering disciplinary matters, selection disputes, safeguarding cases and commercial issues across more than 50 sports.
- CAS – used primarily where international rules apply, such as doping cases under the World Anti-Doping Code, or for international federation disputes.

Sport Resolutions and the CAS both convene panels of arbitrators selected from their specialist lists.

Some parties may instead refer disputes to general arbitration institutions, such as the London Court of International Arbitration, while others may pursue claims before the Competition Appeal Tribunal (CAT), particularly where disputes raise competition law issues rather than purely regulatory matters. Competition law disputes represent a growth area in sport, illustrated in recent years by the Liv Golf and failed European Super League challenges to the established order, and the CAT is expected to hear an increasing number of league/competition disputes in the coming years.

Governance of the Arbitration Process

Arbitration in sport is shaped by the relevant sport's rules. Governing bodies typically set procedural frameworks, including timelines, evidential standards, hearing formats, appeal routes and rules on interim relief. Tribunals must align their processes with both the Arbitration Act and the sport's internal regulations. In practice, this involves far more flexibility, speed and sporting expertise than is offered by the courts.

6.3 Sanctions, Remedies and Challenges

NGBs and competition organisers in the UK derive their disciplinary authority from the contractual relationship created when athletes, clubs or officials agree

to be bound by the organisation's rules. This gives broad powers to impose sporting and financial sanctions, including suspensions, fines, disqualification of results and removal of titles. These sanctions are enforceable under the body's regulatory framework and, where necessary, can be supported through the enforcement mechanisms provided by the Arbitration Act 1996.

Parties subjected to sanctions have established routes to challenge these sanctions. Most sports maintain internal appeal procedures that allow decisions to be reviewed for fairness, proportionality or procedural error. Where internal processes are exhausted or where the rules permit, disputes may be referred to independent arbitration, typically through Sport Resolutions or the CAS. Only in rare cases, such as allegations of procedural unfairness or jurisdictional overreach, will the national courts intervene. The long-awaited verdict on the dispute between the Premier League and Manchester City may raise interesting questions about sanction and its effectiveness in circumstances where the seasons in which the charges arose have long since passed.

7. Employment Contracts and Rights

7.1 Sports-Related Employment Contracts

Relationships between UK sports organisations and athletes vary significantly by sport. In major professional team sports such as football and rugby, players are typically employees, reflecting the high degree of control clubs exercise over training, schedules, performance standards, discipline and use of facilities. In football, this is mandatory: both the Premier League and The FA require professional players to be employed rather than self-employed.

Player contracts usually combine collectively agreed terms – agreed between governing bodies, clubs and player unions – with individually negotiated provisions such as salary, bonuses, image rights arrangements and contract duration. In contrast, athletes in individual sports (eg, tennis, athletics, boxing) are most often self-employed, earning income through prize money, appearance fees, sponsorship and personal commercial deals.

Salary Caps and Financial Regulation

Several UK sports use salary control mechanisms, though their structure varies:

- Prem Rugby operates a long-standing salary cap, set at GBP6.4 million for 2025–26, with credits for home-grown, international and long-term injured players, plus one exempt “marquee” player.
- Football does not use a traditional cap at elite level. A salary cap for League One and League Two introduced in 2021 was removed following a legal challenge. The Premier League instead uses a squad cost ratio, limiting spending on wages, agent fees and transfer amortisation to a percentage of club revenue. Debate on a formal cap continues.
- In cricket, the Hundred applies salary caps in both men's and women's competitions, with women's salaries rising significantly as part of wider professionalisation.

Restraint of Trade and Competition Law Considerations

Salary caps and spending limits can engage restraint of trade and competition law, particularly where they restrict earning potential or contractual freedom. Governing bodies must demonstrate that such measures pursue legitimate aims – such as financial stability or competitive balance – and are proportionate.

7.2 Employer/Employee Rights

Employment law applies fully to NGBs, clubs and associations in the UK, although the status of athletes varies between sports. Where an athlete is classified as an employee, statutory protections such as unfair dismissal rights, family-related rights and protection from discrimination apply. Many sports contracts incorporate arbitration provisions, and employment-related disputes are frequently resolved through these mechanisms.

Upcoming reforms under the Employment Rights Bill – expected on 1 January 2027 – are expected to require organisations to update internal policies relating to dismissal, family leave and harassment prevention. These provisions will apply to sports employers in the same way as other UK sectors, and governing bodies may need to adapt their procedures to ensure compliance. It is likely that all football managers will be

brought into the scope of unfair dismissal as a result of the reforms, so this is an area to monitor from 2027 onwards.

Noteworthy Disputes

Recent cases illustrate how employment and equality law interact with sporting structures:

- *Jess Varnish v British Cycling and UK Sport* – a tribunal held that the claimant was neither an employee nor a worker, emphasising the distinction between high-performance funding arrangements and contractual employment.
- *HMRC v PGMOL* – the Supreme Court ruled that individual, match-by-match contracts for part-time referees can constitute employment, as opposed to self-employment.
- *Haynes v The English Blackball Pool Federation* – The High Court considered the application of the Equality Act to gender eligibility rules in competition, demonstrating the broader scrutiny that sporting regulations may face where discrimination issues arise.

These decisions highlight the need for sports organisations to carefully assess the status of athletes and ensure that regulatory rules operate consistently with employment and equality legislation.

7.3 Free Movement of Athletes

NGBs and competitions may restrict foreign athlete participation, but such rules must comply with competition law and operate alongside the post-Brexit immigration framework. Any restrictions affecting access to employment must be objectively justified and proportionate.

Competition Act 1998

Under the Competition Act 1998, rules that limit an athlete's ability to work may be unlawful if they create an anti-competitive agreement or involve an NGB abusing a dominant position. As most NGBs act as sole regulators in their sport, any caps or quotas on foreign athletes must pursue a legitimate objective (such as competitive balance or domestic player development) and must not go further than necessary.

International Sportsperson Visa

Post-Brexit, the UK's immigration framework operates alongside the eligibility rules set by individual NGBs, rather than replacing or restricting these rules. The International Sportsperson Visa (introduced in 2021) requires overseas athletes to meet criteria jointly defined by the Home Office and the relevant NGB through the Governing Body Endorsement process.

This route is not a nationality-based quota system. Instead, it ensures that only athletes who can demonstrate elite performance and satisfy sport-specific standards are able to enter and compete in the UK. EU nationals who hold pre-settled or settled status remain exempt from visa requirements.

Practically, applicants must obtain:

- NGB endorsement;
- sponsorship from a UK club;
- evidence of operating at the highest professional level; and
- in some cases, English-language compliance.

Failure to meet these criteria may prevent entry or competition.

Overall, while NGBs and competitions may regulate foreign-player participation, they must do so within the boundaries of competition law. Immigration rules now form a central part of the eligibility landscape, but their effect is to set quality standards rather than impose blanket nationality-based limits.

8. Women's Sport

8.1 Development and Growth of Women's Sport

Women's sport in the UK has experienced rapid expansion, evolving from limited visibility to a mature, commercially supported ecosystem. Increased investment, strengthened pathways and cultural momentum have pushed women's competitions and athletes firmly into the mainstream.

Structural Investment and Participation

The FA, Sport England, the ECB and UK Sport have driven development largely through:

- youth and talent pathways – expanded coaching, performance structures and facilities for girls and women;
- participation campaigns – initiatives like “This Girl Can” have helped break down barriers and normalise women’s involvement in sport; and
- professionalism – enhanced standards in elite environments have improved access, resources and performance quality.

Rising Public and Commercial Interest

Visibility and competitive success have strengthened public engagement:

- international achievements have boosted the profile of women’s football, cricket and rugby, supporting domestic talent pipelines;
- broadcasters and sponsors increasingly view women’s sport as a standalone, commercially valuable product; and
- athlete appeal is rising, with brands drawn to the authenticity and cultural relevance of female athletes.

Key Trends and Market Developments

Unbundling of rights

Women’s sport is increasingly commercialised independently. Rights-holders now negotiate standalone media and sponsorship agreements, supported by record engagement figures – 397 million viewing hours and over 10,000 hours of televised coverage in 2025, both all-time highs.

New competitions and expanded calendars

Major sports have expanded significantly:

- Football – there is continued professionalisation of the WSL and new long-term broadcast agreements, with Sky Sports delivering a 30% rise in viewing hours for the first half of the 2025/26 season. English clubs also benefit from financial expenditure protections for investments into their women’s teams.

- Cricket – there has been growth in centrally organised contracts in women’s cricket and rising crossover audiences, with 87% of Women’s Hundred viewers also watching the men’s competition, indicating an embedded fan base.
- Rugby – investment ahead of the 2025 Women’s Rugby World Cup delivered record outcomes, including 81,885 fans at Twickenham and 12 million UK TV views across the tournament.

Further expansion through European and cross-border formats is anticipated.

Attendance and viewership

Women’s sport has reached new mainstream heights. When women’s teams play in their club’s main stadium, such as Arsenal at the Emirates, they are frequently setting attendance records. The UEFA Women’s EURO 2025 final was the most-watched UK broadcast of the year, peaking at 16.2 million viewers. The 2025 Women’s Rugby World Cup final drew an audience of 5.8 million, the highest ever for women’s rugby in the UK. Overall, 48 million UK viewers watched women’s sport in 2025, up from 45.2 million in 2024.

Media rights and sponsorship

Commercial maturity is accelerating:

- Women’s sport accounted for 13% of prime-time sports viewer hours despite making up only 8% of coverage in 2025.
- Digital engagement is accelerating, with women’s leagues driving +105% TikTok and +84% YouTube growth in early 2025.

Brands increasingly recognise women’s sport as a high-value, high-engagement platform, driving continued investment across media, sponsorship and production.

8.2 Organisations and Initiatives to Promote Women’s Sport

One of the most significant recent developments in UK women’s sport is the Women’s Sport Investment Accelerator, launched by the Department for Business and Trade in 2024. The programme provides commercial guidance, investor access and strategic support to over 20 women’s leagues and teams across nine

sports, aimed at strengthening financial sustainability, improving governance capability and attracting private capital.

Investment in community facilities is also a priority. Government funding through the Multi-Sport Grassroots Facilities Programme and the FA's Future Facilities Fund support the creation of improved, accessible, female-friendly spaces to meet rising participation demand.

9. Esports

9.1 Development and Growth of Esports

Esports in the UK has grown rapidly from a niche activity into a mainstream entertainment sector. Over the past decade, expansion has been driven by more watchable game design, low-cost global streaming, and strong online communities. Grassroots growth is particularly visible in education, where schools and colleges now run esports programmes – for example, the British Esports Student Championships hosted more than 7,000 competitors in 2024. Esports is increasingly seen as a viable career path, supported by professional salaries and lucrative prize pools.

Traditional sport has also embraced esports and virtual sport. Premier League and EFL clubs now field official esports teams in EA SPORTS FC Pro, while motorsport has permanently integrated virtual racing, with F1 teams continuing to invest in simulated (“sim”) racing academies. Major cities such as London and Manchester host international events and house leading publishers such as Riot Games, Twitch and FACEIT – cementing the UK's position as a growing esports hub.

9.2 Key Trends and Notable Deals in Esports

Key trends in esports include:

- UK as a global host – London remains a leading host city, with major tournaments regularly held at The O2 and Wembley Stadium, while Sunderland is emerging as a northern hub through a new purpose-built arena beside the National Esports Performance Campus, set to open in 2026.

- Evolving partnerships – Organisations are securing strategic investment aimed at long-term development. Recent examples include Fnatic's partnership with Hivemind Capital to expand performance technology and international talent pipelines, Grid Finder's six-figure funding round to support sim racing communities, and Team Delirium attracting backing from Tape London.
- Global uncertainty – The IOC has cancelled the proposed 2027 Esports Olympic Games, perhaps hinting at a somewhat uncertain future.

10. NFTs, AI and the Metaverse

10.1 Non-Fungible Tokens (NFTs)

The UK NFT Market

The UK NFT market has grown quickly but remains lightly regulated. NFTs act as unique digital certificates tied to art, collectibles, or in game assets, yet historically, they existed in a legally grey area. This left creators and buyers exposed to risks such as tokenisation fraud, for instance, where NFTs were minted without permission. A major shift occurred in December 2025 when the Property (Digital Assets etc) Act received royal assent, formally recognising digital assets (including NFTs) as personal property. This provides clearer legal protection and signals the UK's ambition to become a competitive and credible digital asset hub.

Sports Organisations and NFT Use

Sport has been an active adopter of NFTs. Nike was the top-earning commercial brand in 2025, generating around USD185.3 million from over 67,000 NFT transactions, demonstrating strong crossover between sports fandom and digital collectibles. However, volatility remains: Nike faced litigation over claims its RTFKT NFTs were “unregistered securities”, later selling the business in early 2026, marking a step back from NFT-heavy strategies.

Opportunities and Risks

NFTs still offer creative and commercial potential. A notable example is a 12-year-old London artist who earned nearly GBP300,000 from whale-themed NFTs. However, the risks are substantial: by 2025, 96% of NFT collections were considered “dead”. UK MPs

have also warned that crypto-based fan tokens may expose supporters to financial harm, prompting calls for stronger FCA-aligned disclosures.

10.2 AI

AI Regulatory Landscape

AI now supports a wide range of sporting and commercial functions, yet the UK has no sport-specific AI legislation. Statutory reform is in progress: the Artificial Intelligence (Regulation) Bill [HL], reintroduced in March 2025, proposes establishing a central AI regulator, reflecting increased political appetite for firmer oversight. International rules also shape UK sport. The EU Artificial Intelligence Act, adopted in 2024 and applying from August 2026, introduces strict risk-based obligations and fines of up to EUR35 million or 7% of global turnover (whichever is greater), affecting UK sports operating in EU markets.

UK Sport and AI

AI already influences performance and operations. UK Sport deploys AI for athlete welfare, using the Social Protect system to filter abusive content in real time. Private companies offering AI-driven protection systems are also on the rise. This illustrates AI's growing on- and off-field impact.

Opportunities and Risks

AI appears to be able to offer predictive analytics, improved scouting, personalised fan engagement, and cost savings. But risks include GDPR intensive data processing, biased datasets, and flawed outputs that could affect athlete selection, welfare, or commercial decisions. As adoption accelerates, organisations must prioritise reliability, strong governance, transparency, and data protection safeguards.

10.3 The Metaverse

The metaverse is still in early adoption in the UK, but its commercial and experiential potential has driven experimentation. Sports organisations are testing the metaverse for fan engagement and branding. Manchester City integrated its kit launch into Roblox to reach younger digital native audiences, while Real Madrid's partnership with Apple aims to replicate live match experiences through virtual reality. It seems inevitable that clubs will be able to sell virtual attendance to their matches at some point in the future, offering virtual ground access to supporters across the globe who are unable to attend the ground in person.

Opportunities include virtual merchandise, global accessibility, and more inclusive fan participation. However, risks such as reported criminal behaviour on metaverse platforms underline the need for strong moderation and legal safeguards.



Law and Practice

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Herrick, Feinstein LLP provides a full range of legal services to clients worldwide from its offices in New York City, Newark, New Jersey and Pittsburgh, Pennsylvania. Herrick's sports law group works with the complementary practice groups on corporate, real estate, tax, IP, restructuring, employment, government relations and litigation aspects of sports law. The firm's attorneys have guided stakeholders in professional sports as they have made strategic investments in professional sports teams, as well as mixed-use developments and media rights, naming

rights, sponsorship, concession services, stadium financing and leasing, and other strategic operational and financing agreements. Herrick has represented major athletic teams and affiliated entities in transactions totalling over USD150 billion. In addition to the authors referenced, the firm thanks partner and chair of the insurance and reinsurance group, Alan R Lyons, partner Justin Blass and attorneys Daniel A Field, Tara Guarneri-Ferrara, Joshua J Schoch, Meaghan Roe, Jessie Root, Jermaine A. Brookshire, Jr and Adam Unger for valuable contributions.

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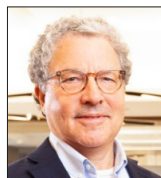


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HERRICK

1. Athlete Conduct, Integrity and Enforcement

1.1 Anti-Doping Regimes

Doping is a criminal offence in the USA. The Rodchenkov Act enables US authorities to pursue criminal penalties against those involved in doping conspiracies at international events involving American athletes, sponsors or broadcasters. The Rodchenkov Act gives prosecutors the power to seek fines of up to USD1 million and prison time of up to ten years, as well as restitution to victims.

WADA

Since 2004, the World Anti-Doping Agency (WADA) has published an annual list of prohibited substances and methods (the Prohibited List), which is updated at least annually, with the new list taking effect on January 1st of each year. The list identifies the substances and methods prohibited in and out of competition, and for particular sports. The list is divided into two sets of substances and methods.

- Those that are prohibited at all times (including but not limited to):
 - (a) substances such as hormones, anabolics, erythropoietin (EPO), beta-2 agonists, masking agents and diuretics, and any pharmacological substance not currently approved for human therapeutic use; and
 - (b) methods such as blood transfusion or manipulation, gene editing or intravenous injections in some situations.
- Those that are prohibited only in competition, including but not limited to stimulants, marijuana, narcotics, glucocorticosteroids and, in particular sports, beta-blockers.

A substance or method can be added to the Prohibited List if it is deemed to meet two of the following three criteria:

- it has the potential to enhance or enhances sporting performance;
- use of the substance or method represents an actual or potential health risk to the athlete; and
- use of the substance or method violates the spirit of sport.

Athletes are responsible for knowing what substances and methods are considered banned by the Prohibited List. Under World Athletics Rules, the presence of a prohibited substance in an athlete's sample, or the use of a prohibited substance or prohibited method, constitutes a doping offence.

WADA's Code provides a global framework for the anti-doping policies, rules and regulations within sports organisations and among public authorities. The United States Anti-Doping Agency (USADA), the national anti-doping organisation in the USA for Olympic, Paralympic, Pan American and Parapan American sports, is a signatory to the Code. USADA is charged with managing the anti-doping programme, including testing both in and out of competition.

US Professional Sports Leagues

With respect to individual sports leagues in the USA, doping matters are generally handled internally by the leagues. Each league, through collective bargaining with players' associations, implements procedures and guidelines for the administration of drug testing and the determination of banned substances. These procedures usually consist of collecting random blood or urine samples that are tested by an independent laboratory. Punishments for taking banned substances often include fines and suspensions, but they can also include lifetime bans from the sport in some extreme cases. Pursuant to its recent collective bargaining agreement (CBA), the National Basketball Association (NBA) has removed marijuana from its drug testing programme.

1.2 Misconduct and Match-Fixing

In May 2018, the US Supreme Court struck down the federal Professional and Amateur Sports Protection Act (PASPA), which had effectively prohibited individual states from legalising sports betting, with a few exemptions. The ruling provided a pathway for individual states to legalise sports gambling. Currently, 39 states, as well as the District of Columbia and Puerto Rico, have legalised sports betting in some form, and several others have introduced proposed legislation. With the legalisation of sports betting, there is an increased risk of match-fixing and in-play manipulation.

The Sports Bribery Act is the federal criminal law that targets the manipulation of athletic competition. This act does not cover other non-bribery concerns such as extortion, blackmail, tipping of inside information or betting on games by someone who can affect the outcome.

1.3 Betting-Related Offences

Across the USA, sports betting is part of popular sports culture, and many states have passed, and are continuing to pass, legislation to legalise sports betting in varying forms. Such forms include mobile sports betting with multiple sportsbooks options, one mobile betting option, in-person online betting (ie, proximity to brick-and-mortar sportsbooks) and only physical sportsbooks. Some states restrict sports betting to only in-person betting, while others allow both in-person and mobile betting options. Of these states, more than half have authorised mobile betting, reflecting a significant shift in the accessibility and convenience of sports wagering nationwide.

Although the legalisation of sports betting continues to expand, it is now widely regarded as a new norm in the USA. This shift is evident in the dramatic increase in the volume of bets placed, with the annual amount wagered consistently setting new growth records year after year. The trend remained strong throughout 2025, with the total amount wagered in the USA projected to surpass USD160 billion (up from a noteworthy almost USD150 billion wagered in 2024), underscoring the rapid and ongoing boom in the sports betting industry.

Also noteworthy are prediction markets, which most straightforwardly involve betting on the outcome of specific real-world events. Prediction markets are not new; real-money versions have existed since the Iowa Electronic Markets launched in 1988 (albeit with a more academic focus and small investment limits), but the 2025 boom (analysts estimate tens of billions in global trading volume) pushed them into the mainstream and made them feel like sports betting wrapped in a stock-market interface. Prediction markets let people trade binary “Yes” or “No” contracts priced between a few cents and near USD1 that settle at USD1 if the outcome happens and USD0 if not, with the trading price functioning as an implied probability, on everything from game props to which brands

run Super Bowl ads. As popular platforms such as Kalshi and Polymarket grow, these markets offer useful real-time sentiment signals while also attracting regulatory and insider-trading scrutiny.

Sports Governing Bodies Sharing Information With Betting Operators

US sports leagues license their data to sports betting operators via exclusive or co-exclusive distributors to provide accurate, real-time data for an agreed-upon fee. Sportsbooks operate outside of the sports, but often license from the sports organisations, as opposed to a third-party organisation. Sports organisations benefit from the win-win of earning fees for the data collection already underway and protecting the integrity of the sports wagers by ensuring accurate results. Additionally, certain states such as Illinois, Massachusetts, and Virginia, for example, have implemented specific requirements under which operators are mandated to use official league data for certain types of bets. Most notably, these requirements apply to prop bets and in-play betting, further supporting the desire to preserve the integrity of betting activities in those jurisdictions.

1.4 Disciplinary Framework

The steps taken by the different governing bodies of sports with respect to doping, integrity and betting offences vary by sport and violation. For example, pursuant to the Joint Drug Prevention and Treatment Program (the “JDPT Program”) of Major League Baseball (MLB), a player who tests positive for a performance-enhancing substance is subject to an 80-game suspension for a first violation, a 162-game suspension with 183 days of pay suspension for a second violation and potential permanent suspension from major and minor league baseball for a third violation. This contrasts with other sporting bodies such as the National Football League (NFL), which, although having a shorter season, has slightly different punishments for similar violations. For example, a player who violates the NFL’s policy on performance-enhancing substances can be penalised, depending on the consumed substance, from anywhere between two and eight regular and/or postseason games for a first violation, between five and 17 regular and/or postseason games for a second violation and with a multiple-season suspension for a third violation.

With respect to gambling and integrity violations, MLB has – in effect – clear guidance, through MLB Rule 21, which can provide, depending on the offence, for up to permanent ineligibility based on a single offence. MLB's clear guidance on the penalties' specific offences contrasts with other leagues' guidelines, such as the NFL's, where the league or the Commissioner may analyse violations on a case-by-case basis, with the resulting disciplinary actions including severe penalties up to and including a fine, termination of employment and/or banishment from the NFL for life.

2. Commercial Rights

2.1 Sports-Related Rights

Aside from sponsorship and broadcasting rights (discussed elsewhere in 2.2 **Sponsorship** and 2.3 **Broadcasting**), key sports-related rights include merchandising, hospitality, events and ticketing. While these rights all involve sports teams' licensing, they primarily relate to the use of a team's stadium or third-party facilities.

Commercial rights to merchandising most commonly relate to retail sales of a wide variety of products, including team logos and player references. To make use of these rights, teams or leagues will typically enter into agreements with retail goods companies for the design and production of gear. Those contracts often include intellectual property (IP) licences of team trade marks and copyrights, in exchange for a fee or percentage of sales. Teams and players may also engage in more specialised merchandising, including sales of memorabilia used in-game at pivotal or record-setting moments, often by way of auction or private sales to collectors.

Use of stadiums and sports facilities can be a significant commercial right that sports organisations monetise, which includes the provision of hospitality services and concessions. To provide concessions at their facilities, sports organisations contract with suppliers. Alternatively, some teams form their own hospitality organisations to control both the quality of the concessions available at their events and the profits to be made therefrom.

Teams also monetise unique offerings in their stadiums and facilities, including specialty seating for games or higher-end restaurants. Sports organisations may even use their facilities for special events such as concerts, either charging a fee for use of the space or including some split of ticketing profits in agreements with event organisers.

Increasingly, sports organisations are facilitating secondary ticket sales and combatting illegal sales through e-ticketing and apps dedicated to purchasing, storing and producing tickets for safer access to games.

2.2 Sponsorship Terms

Sponsors use sport to enhance and promote their brand primarily through advertising and title rights. Sports organisations attract sponsors through the creation of advertising space and marketing title rights. The primary contract terms typically revolve around payments and IP rights.

Sports organisations provide sponsors with a wide variety of opportunities for advertising, including on billboards, on the field or court, or even on the players' uniforms. Broadcast of events provides an advertising opportunity by promoting different brands through commercial segments between periods of play. Additionally, sports organisations can provide sponsors with title rights as the "official" service provider of the team in the sponsor's industry, complete with in-game announcements or broadcasting tie-ins. Title rights may even extend all the way up to the large-scale sponsorship right over naming a stadium. For food and drink sponsors, stadium advertisement can be tied to exclusive sales of sponsors' products in concessions at the team's stadium or facility.

Moreover, a standard sponsorship agreement between a sponsor and a sports rights-holder in the USA would typically grant the sports organisation the right to review and approve any advertising materials proposed by the sponsor, often including a veto or control to ensure alignment with the organisation's brand and values. The contract may also likely contain clear provisions reserving and protecting the sponsor's IP rights to ensure that trade marks, logos and other proprietary materials remain under the sponsor's

ownership and are used only as permitted. Additionally, among other things, these agreements usually set out how the success of the sponsorship will be measured, such as by establishing key performance indicators, specifying the data to be collected, and detailing the frequency and format of performance reporting.

2.3 Broadcasting Rights

Sports rights-holders structure and package broadcasting rights to maximise investment from broadcasters. These packages are specifically tailored to appeal to both regional and national broadcasters, with agreements often distinguishing between local coverage and broader, nationwide exposure. Strategies such as traditional advertising during live events, subscription services for premium content and licensing agreements that allow content to be distributed across interactive media platforms enable sports rights-holders to reach diverse audiences while optimising the value of their broadcast inventory.

Traditionally, sports rights-holders package broadcast rights by the season. Different broadcasters bid to secure the right to broadcast a specific number of games within each season. Often, these packages are split between regional and national broadcasters, with regional broadcasters acquiring more games while national broadcasters purchase only select high-profile games. This split not only maximises revenue but also ensures a team's wider access to larger audiences. Sports rights-holders are increasingly retaining digital broadcasting rights to enhance audience reach and potential profits. Teams have a longstanding practice of using league-specific broadcast services such as NFL Game Pass or NBA League Pass to distribute their content to fans. Building upon this, teams have extended broadcasting rights to major streaming platforms such as Hulu, Apple TV+, Amazon Prime and Netflix. Recent developments include exclusive rights deals, such as Apple TV acquiring specific MLB games as well as Amazon Prime and Paramount Plus broadcasting NFL games, and NBA games being broadcast on certain premium Hulu packages. The trend of broadcasting live sports on streaming platforms continues to accelerate, marking significant milestones in audience engagement and reach.

Broadcasting arrangements provide not only for fees, but also for certain access rights and IP concerns. Broadcasters need to bargain for the rights to access venues where sports occur, to ensure that their cameras and media equipment are present, alongside their announcers and commentators in commentary booths and on the field or court. IP rights are crucial, as broadcasters retain rights over their final broadcasts while using them to showcase trade marks and other IP of the sports rights-holders.

3. Sports Events

3.1 Proprietary Rights and Event Management

In the United States, sports events are primarily organised and governed by private entities, including national governing bodies (NGBs) for Olympic and amateur sports, professional leagues and collegiate associations. These organisations establish rules for participation, eligibility and event management. The United States Olympic & Paralympic Committee (USOPC), empowered under federal law (36 USC §§ 220501–220529), oversees the NGBs for Olympic sports, while professional and collegiate athletics operate under their own independent governance structures. Event organisers are required to follow rules established by the relevant governing bodies, and athletes and teams must meet the eligibility and conduct standards set by such organisations.

Proprietary rights – including IP, broadcasting, media and commercial rights – are generally protected, enforced and controlled by event organisers, leagues or governing bodies. For example, professional football, baseball and basketball team trade mark-protected team names and logos are owned by the teams, but those trade marks are registered, enforced and licensed by the respective leagues under complex revenue-sharing models.

3.2 Duty of Care and Liability

Sports events organisers generally owe a duty of care to both participants and spectators to ensure that the stadium and playing field are reasonably safe, and to avoid creating dangerous conditions. If a person is injured at a sporting event, whether that person has a

valid cause of action against the organiser will depend on whether they can prove all of the following three elements:

- the person was owed a duty of care by the organiser;
- the organiser breached this duty of care; and
- the injury resulted from that breach.

To determine whether the event organiser breached its duty of care, a court will apply a test of “reasonableness”. A court may consider whether the organiser implemented risk management policies and procedures to minimise risks and/or maintained its facility at reasonably expected standards.

How Can Liability Be Limited?

Courts have repeatedly emphasised that event organisers are not required to guarantee the total safety of guests. The most common argument used in defending negligence claims involving injuries at sporting events is the “assumption of risk” doctrine. This doctrine can preclude recovery for injuries resulting from an activity in which the plaintiff realised the risks and nevertheless voluntarily participated in and accepted those risks. Assumption of risk can be expressed (eg, a waiver signed by the plaintiff), or it can be implied from the voluntary participation in the activity.

To prevail on the assumption of risk defence in a spectator’s personal injury action, the defendant is required to demonstrate that the injury-causing events were known, apparent or reasonably foreseeable consequences of attending the game.

It is not uncommon for event organisers to include disclaimer language in small print on the reverse of the ticket. Whether these disclaimers are valid is an issue of state law, and states differ as to the enforceability of these waivers. Another reason why an owner’s liability may be limited is the requirement that the owner’s negligence must be the cause of the injury.

What Liability Cannot Be Excluded?

While disclaimers and waivers are valid in many states, they do not necessarily protect facility owners from their own negligence. Despite the disclaimers on the reverse of ticket stubs, stadium owners still have

an obligation to act reasonably to minimise the risk of injury to spectators. Waivers are also not effective if the sports organiser is found to be grossly negligent or to have intentionally harmed the claimant.

How Can Athletes Be Liable to Spectators?

Athletes who engage in typical activities associated with a sport will not usually face liability for any resulting injuries that occur during the game. However, in limited cases, an athlete may bear liability for a spectator’s injury where, for example, an athlete behaves aggressively or fails to act according to the rules of the game.

How Are Sporting Events Kept Safe From Violence and Disorder?

Sports organisers have a duty to keep the sporting stadium/facility reasonably safe, which may include a duty to take precautions if it is foreseeable that a third party will commit a criminal or violent act causing injury to a player or spectator. There are certain steps that can be taken to reduce that risk and potential liability:

- adopt and enforce internal disciplinary policies for players and coaches setting forth standards of conduct, and impose penalties for violations that are applied consistently;
- review and strengthen, if necessary, policies and local laws on the serving and consumption of alcoholic beverages;
- work closely with police and security to identify and deter the potential for violence and other unruly behaviour, and to implement a plan to discourage and respond to spectator violence if it occurs, including a strong, visible police presence;
- install video equipment in the seating area to help deter misconduct and identify spectators in the event of fan violence;
- have a designated area in the stadium for visiting teams’ spectators; and
- make public announcements before and during the game emphasising standards of spectator behaviour.

4. Corporate Structures

4.1 Legal Forms of Sporting Bodies

Entity selection is an important concern that should be addressed early in connection with the formation of any professional and non-professional sports clubs (amateur athletics) and sports governing bodies. In all instances, limiting liability against legal claims will be of paramount importance, and in the USA will be provided for by resorting, basically, to the use of any of the following entities:

- limited liability company;
- limited partnership; and
- corporation (publicly or privately owned).

Each of these types of entities is presently represented in all areas of professional and non-professional sports.

In the absence of ownership by persons or entities that are non-resident in the USA, the limited liability company form is likely the prevailing form of ownership and operation. These are frequently referred to as “pass-through entities” for purposes of taxation, providing for a single level of income taxation while affording their owners the ability to construct creative and sometimes unusual distribution “waterfalls”, directing how various revenue streams are distributed.

Generally, they derive from negotiations with investors. The limited liability company is governed by a limited liability company operating agreement and the state laws where that entity has been formed. Essentially, the operating agreement is a contract that provides for nearly unlimited variations of rights and remedies among its owners, which may consist of traditional common equity investors, those with preferred equity investments and those holding hybrid securities (which may be combinations of debt and equity securities). The applicable state law statutes are structured to defer to contractual rights of ownership and operation negotiated by the owners.

Typically, foreign investment will be made in limited partnerships, which are also formed under state law and are also pass-through entities, with the investment made by a special purpose corporate entity formed

for this purpose by the foreign person or entity. This avoids the foreign investor from creating a tax presence in the United States and being taxed directly.

4.2 Corporate Governance Codes

Governance in sports spans many participants, including players, clubs, local, national and international organisations, spectators, the media, commercial (sponsors), non-commercial interests, and educational and training bodies. Enhancing governance in sports has undoubtedly been a priority in response to the public scandals at the highest levels and bears similarities to the evolved corporate governance standards and expectations applicable to business corporations in the public capital markets. However, in the USA there is no “one size fits all” approach recommending or prescribing governing principles, and, as a result, codes of conduct abound at all levels (professional, collegiate and youth). This stands in contrast to, for example, the UK’s Code for Sports Governance, with broad application to all that seek government and lottery funding.

In the USA, sports leagues are most often governed according to rules and internal regulatory procedures set forth in league organising documents. Most typically, these consist of league constitutions and by-laws and agreements between the sports league and member teams. The acquisition of and transfers of ownership interests in teams, with or without changes in control, are often scrutinised, requiring prior approval involving extensive due diligence regarding indirect ownership interests of prospective investors and business and litigation background and history. This process will often involve the examination of affiliate relations. In many cases, these documents establish a board of governors comprising team owners or their representatives. These documents provide for establishing and managing league governance and regulatory policies and typically also provide for appointing a league commissioner. The league commissioner serves as a chief executive officer and is typically responsible for overseeing the day-to-day league operations. League organisational documents and CBAs set forth player and coach codes of conduct.

4.3 Sport Funding

Federal agencies and state and local governments often turn to public-private partnerships to structure and execute the development of stadiums and other sports-related facilities. This is often done in conjunction with the redevelopment of real estate located in areas qualifying for tax status as a Qualified Opportunity Business Zone with special tax-advantaged attributes.

Federal legislation in 2025 extended and enhanced tax incentives for investments in qualified opportunity zones creating opportunities for the sports and entertainment industries, where projects often require large tracts of land and involve significant public-private partnerships.

5. Intellectual Property, Data and Data Protection

5.1 Trade Marks

Trade mark rights in the USA are based on the use of a mark in US commerce for specific goods/services. Registration is therefore not necessary to protect and enforce trade mark rights, although registration provides certain meaningful benefits (discussed in the following) and enhanced litigation remedies. Unregistered but otherwise protectable marks (ie, common law use) may be enforced against junior users of the same or confusingly similar marks for the same or closely related goods/services; however, a junior user who registers its mark first may, over time, establish priority in geographic regions in which the senior use had not been operating at the time of such junior user's registration.

Registration is available at the federal level through the US Patent & Trademark Office (USPTO) for marks that are used in US interstate commerce. "Intent to use" applications can be filed without use to obtain early priority filing dates, but even if such applications are approved, registration cannot be obtained until evidence of use has been filed with the USPTO within statutory time periods. All 50 states also have state trade mark registrations for marks that are used locally only within their states. Word marks that are generic can never be registered.

Marks that are merely descriptive also cannot be registered on the Principal Register or enforced until, and if, they obtain secondary meaning (also known as "acquired distinctiveness"). Marks cannot be registered if they are confusingly similar to any prior filed application or issued registration for related goods/services.

While registration is not necessary to enforce valid trade mark rights, under the US Trademark Act (also known as the Lanham Act), the advantages of federal registration include:

- legal presumption of validity of the mark and its ownership;
- constructive nationwide notice of registration;
- potential for enhanced damages in infringement cases, especially for counterfeit merchandise; and
- potential senior rights in certain geographic areas as against a senior common law user of the same or confusingly similar unregistered mark in the absence of prior knowledge of the senior user's use.

5.2 Copyright/Database Rights

US copyright law is exclusively governed by the 1976 Copyright Act, which is a complex statute with additional enabling regulations. The USA is a member of the Berne Convention, which has been in force in the USA since 1 March 1989. Registration is not required to protect copyright, which exists from the moment of creation of an original work of authorship that is otherwise protectable by copyright. While copyright protection extends to a very broad category of original works, some features like common geographic designs and short phrases are generally not protectable. Similarly, under current US law, content created by generative AI is not protectable because copyright only protects works of human authorship.

However, except for non-US Berne Convention works, registration is still required as a prerequisite to sue for copyright infringement in the USA. In addition, if a registration is issued within three months of a work's first publication, in a subsequent infringement action the copyright owner may seek both statutory damages (in lieu of a need to prove actual damages or an infringer's profits) and legal fees if successful. Although non-

US Berne Convention country copyright owners are exempt from the registration requirement as a precondition of suing for infringement, they cannot seek statutory damages or legal fees unless a US registration is effective before an act of infringement begins.

Common defences include lack of personal jurisdiction, statute of limitations, non-infringement due to lack of substantial similarity of copyright-protectible elements, public domain, *scènes à faire* and idea-expression merger doctrines, and statutory fair use.

Databases

Databases can be protected by copyright and/or trade secret laws under both state and federal laws. Trade secrets are typically protected by confidentiality and non-disclosure agreements. Copyright does not protect facts, such that factual data within a database cannot be protected; however, the original structure, sequence and organisation of a database (ie, the schema) can be protected if it is original. Data plays a huge role in sports, including measuring the performance of teams and their athletes and analysing the performances of competitors. These databases are highly proprietary, and their content can be protected as trade secrets even where the factual data itself cannot be protected by copyright.

5.3 Recognising Personality/Image Rights

There is legal recognition for NIL rights for individual athletes, but generally only at the state level under statutory and common law rights of publicity. As this is governed by the laws of 50 individual states, it is a complex area of US law. Some states do not recognise a right of publicity, while many others recognise such right by statute and/or common law. Some states also recognise a post-mortem right of publicity, which extends beyond specified persons' deaths and can be enforced by the heirs of deceased individuals.

The rights of college athletes to be able to financially exploit their own NIL experienced a ground-breaking moment in 2021, when new state laws and National Collegiate Athletic Association (NCAA) rule changes provided such athletes, for the first time, with the right to profit by licensing their NIL rights. In the past, NCAA rules prohibited college athletes from accepting any such compensation as a condition of being able

to compete as an “amateur”. Student athletes now have the opportunity to enter into endorsement and sponsorship deals, and to earn revenue from social media posts. However, universities are prohibited from compensating student athletes directly or offering NIL deals as recruiting incentives.

A massive antitrust class action was previously brought by current and former Division I college athletes against the NCAA and five major college sports conferences. The plaintiffs challenged NCAA rules that limited or prohibited NIL compensation from third parties, compensation from schools derived from NIL rights and scholarship caps. The action settled in June 2025 for USD2.576 billion in damages, which will be distributed over ten years to compensate athletes harmed by past NCAA restrictions. The settlement also provides for future revenue-share payments to athletes, with schools permitted to share up to 22% of their athletic revenue, and allows college athletes to retain broad NIL rights with only limited restrictions on the sources of NIL payments from certain boosters or other entities.

In addition to publicity rights, well-known and famous athletes (both professional and college) may develop trade mark rights in their names and persona, providing additional IP protection under federal and state law. The concept of “passing off” is a form of trade mark infringement and unfair competition under the federal Trademark (Lanham) Act and state laws, regardless of whether an athlete's rights are registered. However, athletes would only have enforceable trade mark rights in their names or other aspects of their persona if such persona were in fact used as a brand to market and sell goods/services in the USA. Under new 2024 NCAA rules, universities may offer educational workshops to student athletes on protecting their IP rights and provide guidance on managing and exploiting those rights.

5.4 Protecting Personality/Image Rights

See 5.3 Recognising Personality/Image Rights. Athletes who develop unregistered common law trade mark rights in their names and other slogans that are used to market goods or services can protect themselves from unauthorised uses through state common law and unfair competition laws, as well as the federal

Lanham Act, which also provides remedies for common law trade mark infringement (often referred to as unfair competition) and false advertising. Typically, court cases alleging violations of the federal Lanham Act include additional state law claims for unfair competition, passing off and similar state law remedies.

5.5 Licensing

Licensing is a primary generator of team and league revenues and extends to a large variety of merchandise, TV and streaming rights, film and video rights, and the hospitality sector. In the USA, the professional major sports leagues generally control and administer all member team trade mark rights and the licensing thereof (see 3.1 **Proprietary Rights**). Licensing revenues are shared with teams based on contractual formulas. The leagues also enforce team trade marks against infringers and counterfeit products.

Professional athletes are generally free to enter into direct sponsorship and licensing agreements, typically through their agents, provided such acts do not otherwise violate their team and league policies and any player contract provisions.

5.6 Assignment of IP Rights

There are no legal restrictions on assigning IP rights to third parties, with the only statutory exception being that an “intent to use” federal trade mark application can only be assigned to a successor of the underlying business. Restrictions on the assignment of IP rights to third parties are generally a matter of contract. In the absence of any such restriction, contractual rights may generally be assigned except for personal service contracts; however, this is a matter of state law and is therefore subject to specific applicable laws of the 50 states.

5.7 Data in Sport

Sports in the USA are heavily reliant on massive amounts of data and statistics regarding players’ performance and health, training, coaching, competitive team positions, scouting reports and fan engagement. Major sports leagues and their teams employ sophisticated technology to capture real-time game data, such as MLB’s StatCast system, an artificial intelligence (AI) tool that uses radar and high-speed cam-

eras to record all movements made by players and tracks the flight and velocity of baseballs.

Similar systems are installed in NFL and NBA arenas and are being implemented by the National Hockey League (NHL). The NBA uses cameras to track players’ co-ordinates on basketball courts multiple times per second, and AI algorithms process that data in real time to disclose defensive weaknesses or player spacing inefficiencies. The NFL, in collaboration with Amazon Web Services, has created the Digital Athlete, an AI tool that creates a virtual representation of an NFL player, using TV footage and sensors in football gear, to enhance player safety and better predict and prevent player injuries. Formula 1 racing is at the leading edge of data capture technology, with each car being outfitted with up to 300 sensors that produce approximately 1.1 million data points per second, and with data processing systems that are driven by AI technology. Data science is also used extensively to predict, minimise and prevent athletes’ injuries (see also 5.2 **Copyright/Database Rights**).

5.8 Data Protection

The EU General Data Protection Regulation (GDPR) does not apply to US leagues and teams that are not collecting any personal data from EU residents. Leagues, teams and promoters will be subject to the GDPR with respect to international competitions and exhibition games outside the USA.

There is no US federal data privacy law outside of the health care and financial sectors, and for children under 13 years of age. California has the most extensive set of data privacy laws that apply when personal data (as defined under state law) of California residents are collected, used, stored or processed. Multiple other states also have data privacy laws, and more are being enacted year after year that apply to residents of those states. Teams that collect data from fans and followers, which can include minors, must strictly comply with these multiple state data privacy laws. Modern stadiums and other sports venues may also collect biometric data that is subject to state privacy laws.

6. Dispute Resolution

6.1 Role of National Court Systems

Internal Regulation and Arbitration

US sports leagues are typically governed according to rules and internal regulatory procedures set forth in league constitutions and by-laws. In many cases, a league commissioner serves as a chief executive officer and is responsible for overseeing the day-to-day operation of the league. Although the organisational structure of each league differs, the commissioner generally has plenary authority to enforce league rules.

Jurisdiction over sports-related disputes depends on the nature of the dispute. In professional sports, an arbitration clause is often found in a CBA between a players' association and the league or team. Under most CBAs, it is common for grievance, salary and contract disputes to be resolved through binding arbitration. League constitutions and by-laws often require that disputes between the league, players, member teams, officials or shareholders be resolved through arbitration, with the league commissioner frequently serving as arbitrator.

Dispute Resolution Before the Courts

It is a common requirement under most governing documents that the internal arbitration process be exhausted before a dispute can be heard in court. While it is unusual for a player to appeal their suspension, this can occur.

There are cases in which disputes involving leagues or teams may be heard initially in state or federal court. This usually occurs when a litigant is not party to the league's operating agreements and is not bound by an arbitration provision contained in those governing documents.

6.2 ADR Mechanisms

League constitutions and by-laws typically require that disputes between the league, players, member teams, officials or other internal league stakeholders be resolved through arbitration, in many cases before the league commissioner as arbitrator.

MLB

One type of arbitration is "baseball arbitration", which originates from a methodology that is used to resolve baseball players' salary disputes. In this type of arbitration, each party submits to an arbitrator an amount that represents the party's last, best offer. The arbitrator then must pick one of the submitted figures. MLB CBA still requires "last, best offer" arbitration. This system usually causes good faith bargaining and results in a high percentage of settlements.

NBA

The NBA utilises arbitration to resolve issues pertaining to the CBA. The CBA provides for arbitration of disputes relating to player grievances and selected articles within the CBA. Issues involving income, salary cap and minimum team salary are subject to arbitration under the CBA. Some disciplinary determinations issued by the NBA commissioner are binding upon the player. If the disciplinary determination meets certain criteria, it may be appealed to a grievance arbitrator for a final determination.

NFL

The NFL CBA provides for arbitration of what are essentially labour disputes between the team and a player, including salaries and whether an injury that precluded a player from performing was sustained as a result of play.

6.3 Sanctions, Remedies and Challenges

Following a league-issued decision, there is typically an internal appeals process that is set forth in league-governing documents. This internal appeals process is typically the final adjudicatory step available at the league level.

After an arbitration award is issued, a party seeking to enforce the award should file a petition in federal court to confirm such award within one year of the date the award was issued. As noted in **6.1 National Court System**, after exhausting their appeal options at the league level, players or teams may appeal the league's determination in federal court under a narrow set of circumstances set forth in the Federal Arbitration Act (FAA) or under the Labor Management Relations Act (LMRA). An appeal sought from an arbitration award in the labour and employment context will likely result

in an appeal under the LMRA. Otherwise, the FAA's appeal procedures are likely to apply.

The standard for vacating an arbitration decision is high, and courts are generally deferential to arbitration decisions since the parties agreed to arbitration in lieu of using a court to settle the dispute. Courts will generally uphold the decision unless the arbitrator exceeded their authority under the terms of the CBA. Similarly, under the FAA, a party may seek to vacate an arbitration award where:

- the award was procured through corruption, fraud or undue means;
- there was evident partiality or corruption among the arbitrators;
- the arbitrators were guilty of misconduct, and the rights of a party were prejudiced; or
- the arbitrators exceeded their powers or so imperfectly executed them that a mutual, final and definite award upon the subject matter submitted was not made.

7. Employment Contracts and Rights

7.1 Sports-Related Employment Contracts

Relationships between athletes and sports organisations in football, basketball, baseball, hockey and soccer are typically handled by employment contracts, commonly referred to as standard player contracts or uniform player contracts (SPKs). An SPK is typically a form document that has been negotiated between the league and the players' union pursuant to a CBA. Most CBAs require that the league does not approve an individual player's SPK unless it has been negotiated with an agent registered with the player's union, or the player has negotiated the contract themselves. Generally, the Commissioner of the league has the power to reject an SPK if the agreement violates any provision of the CBA, including its salary cap and registered agent provisions.

Typical Terms of the SPK

The standard SPK typically requires the player to:

- participate in meetings, training camps, workouts, practice sessions, regular season games, exhibition games and postseason games;
- license the player's name(s), image, likeness and other identifying information and characteristics to the team for promotional purposes, and seek the team's consent before engaging in any media or public appearances;
- participate in reasonable activities promoting the team and league as directed;
- maintain good moral character, good citizenship, good sportsmanship and integrity, including by not betting on games, accepting anything of value to attempt to fix a game, or using or providing others with prohibited substances;
- maintain good physical condition and notify the team of injuries and illness, including notifying the team of injuries incurred as a result of the player's employment with the team;
- abstain from playing other sports or engaging in activities that may involve a substantial risk of personal injury without the consent of the team; and
- accept an assignment of the SPK in the event the team trades the player to another team, and faithfully perform the duties as required by the SPK for the new team.

While CBAs may restrict the subjects on which teams and individual players may negotiate in an SPK, the parties are generally permitted to negotiate the player's signing bonuses, contract restrictions on trading the player and compensation in the event of injury, among other provisions.

Salary Caps

Most major American professional sports leagues employ some mechanism to regulate player compensation to promote competitive balance and financial stability among teams via a salary cap, which limits either the total amount a team may spend on its roster or the amount it can spend on each individual player. Notably, MLB has not implemented a salary cap, but instead uses a competitive balance tax ("luxury tax") system, by which teams that exceed a pre-determined payroll threshold must pay a tax to the league/to fund player benefits.

Antitrust and Anti-Competitive Concerns

Employment contracts between sports teams and players requiring loyalty to the player's team and league do not unreasonably restrain competition. Additionally, the non-statutory labour exemption to antitrust laws insulates agreements in the CBA from antitrust challenges. In particular, anti-competitive provisions in a CBA may be entitled to the non-statutory labour exemption where:

- “the restraint on trade primarily affects only the parties to the collective bargaining relationship”;
- “the agreement sought to be exempted concerns a mandatory subject of collective bargaining”; and
- “the agreement sought to be exempted is the product of bona fide arm's-length bargaining”.

Such protections may not extend to league-wide rules having an anti-competitive effect that have not been negotiated between the players' union and the sports organisation. See **7.2 Employer/Employee Rights**.

7.2 Employer/Employee Rights

Anti-Discrimination Protections

Under Title VII of the Civil Rights Act of 1964 (“Title VII”), Title I of the Americans with Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act (ADEA), Title II of the Genetic Information Nondiscrimination Act of 2008 (GINA), and analogous state and local laws, sports organisations are prohibited from discriminating against or harassing their athlete-employees on the basis of race, colour, religion, national origin, sex, sexual orientation, disability, age and genetic information. Generally, player-employees are also protected against retaliation for engaging in protected activities, such as:

- complaining of unlawful discrimination;
- filing a charge of discrimination; and/or
- participating in an investigation, lawsuit or other proceeding concerning discrimination.

State and local laws may provide protections based on additional protected characteristics.

Americans With Disabilities Act

Pursuant to Title I of the ADA, and state and local disability laws, employer sports organisations have a duty

to not discriminate against player-employees on the basis of disability, to keep player-employees' medical information confidential and to provide a reasonable accommodation to player-employees with disabilities absent an undue hardship. The extent to which player-employees may be entitled to reasonable accommodations in a profession based on physical ability and competition has not yet been outlined by the courts.

Sports organisations may also have a duty to not discriminate against players on the basis of disability if they are public accommodations (see *PGA Tour, Inc v Martin*, 532 US 661, 681 (2001)).

Age Discrimination

The ADEA and state and local counterparts prohibit discrimination on the basis of age, with the ADEA and many states protecting individuals aged 40 and above. However, sports organisations should ensure that their practices are compliant with the requirements of an applicable state and/or local laws with a lower protected age, or which do not specify an age threshold.

Gender Discrimination

Recently, disparities in pay and working conditions between men and women athletes have become the subject of significant public attention and litigation. *Morgan v United States Soccer Fed'n, Inc.*, granted summary judgment to the Federation on women players' pay and field surface discrimination claims but allowed their charter flight discrimination claim to proceed. Following this litigation, the Federation settled to provide equal pay for men's and women's teams. However, gender discrimination claims in sports are rare, since proving different treatment by a single employer is difficult when most teams employ players of the same sex.

Title IX of the Education Amendments of 1972 prohibits sex discrimination in any federally funded education programme, including college athletics, and requires schools to provide equitable participation opportunities, scholarships and resources for men's and women's teams. The law has become central in sports law disputes, most notably *West Virginia v B.P.J.*, which the US Supreme Court heard in early 2026 to determine whether states can bar transgen-

der girls/women from participating on girls'/women's sports teams. Additionally, a group of female student-athletes filed an appeal challenging the *House v NCAA* settlement, arguing that its distribution of NIL back-pay creates gender inequities and violates Title IX protections.

Race, Colour and National Origin Discrimination

Under Title VII and analogous state and local laws, employer sports teams are prohibited from discriminating against players on the basis of their race, colour and national origin, among other protected characteristics. However, where a sports organisation acts on the basis of a protected characteristic with the goal of remedying its past discrimination, there is generally no violation of Title VII.

Protection of Genetic Information

Depending on the terms of a CBA, employer sports organisations manage player-employees' health and collect their medical information. However, Title II of GINA prohibits employer sports organisations from:

- discriminating against player-employees on the basis of their genetic information;
- requesting, requiring or purchasing genetic information about player-employees;
- disclosing genetic information about player-employees, subject to limited exceptions; or
- retaliating against player-employees for protected conduct under GINA.

GINA also requires that employer sports organisations keep player-employees' genetic information confidential. Employer sports organisations' use of increasingly accessible genetic testing and advancement of wearable technologies may be limited by GINA's requirements.

Wage and Hour Law

The Fair Labor Standards Act of 1938 (FLSA) and state and local wage and hour laws require that employer sports organisations pay all players the minimum wage, and most players overtime premiums for hours worked over 40. Although there is no explicit exemption from the FLSA's overtime provisions for athletes generally, the FLSA carves out an exemption for baseball players during the regular championship season

as long as they are paid at least the minimum wage for 40 hours weekly. Florida and California have recently enacted similar provisions in their state wage and hour laws, and lobbying efforts may continue in other states.

Collective Bargaining

Under the National Labor Relations Act of 1935 (NLRA), player-employees are entitled to unionise, collectively bargain with their employer sports organisations and participate in protected concerted activity. Under the NLRA, a sports organisation may not take unilateral action on terms affecting "wages, hours, and other terms and conditions of employment", such as free agency, first refusal provisions, salary arbitration, the college draft, salary caps, minimum individual salaries and fringe benefits, because these are mandatory subjects of bargaining (see 29 USC § 158 (d)).

Despite the traditional view that student-athletes are not employees, recent National Labor Relations Board (NLRB) actions signalled a willingness to treat them as such, including a 2024 regional decision finding Dartmouth men's basketball players eligible to unionise and a NLRB complaint alleging that the NCAA and related entities misclassified athletes to deny them NLRA rights. However, in January 2025 those efforts were withdrawn, with the unions citing evolving legal and regulatory changes – such as expanded NIL compensation and anticipated reforms allowing direct athlete pay – as reasons to allow time for the new compensation framework to develop before litigating employee status.

Unemployment Benefits

The Federal Unemployment Tax Act requires the Secretary of Labor to reject any state's unemployment programme if it provides unemployment benefits to professional athletes who are not playing between seasons if they are expected to play the next season (see 26 USC § 3304 (a)(13)).

Workers' Compensation

Whether and the extent to which a professional athlete is entitled to workers' compensation for injuries sustained while working varies from state to state.

Worker Adjustment Retraining Notification Act of 1988 (the “WARN Act”)

The WARN Act and its state analogues require employer sports organisations to provide employees, their representatives, and certain governmental officials with advance notice of closings and layoffs affecting a threshold number of employees. Under federal law, and in many states, employers including sports organisations are not required to provide WARN notices for lockouts during labour disputes.

7.3 Free Movement of Athletes

The IRCA

The Immigration Reform and Control Act (IRCA), codified at 8 USC § 1324b, prohibits employers with more than three employees from discriminating in hiring, recruitment, referral for a fee or discharge based on national origin or, for “protected individuals”, citizenship status. “Protected individuals” include US citizens, nationals, lawful permanent residents (with certain exceptions), temporary residents, refugees and asylees. The ICRA does not protect unauthorised aliens and does not apply to:

- employers with three or fewer employees;
- claims already under consideration by the Equal Employment Opportunity Commission under Title VII (unless dismissed as outside Title VII’s scope); or
- situations under which citizenship status is required by law, regulation, executive order or government contract.

Employers may employ equally qualified US citizens or nationals over aliens, but blanket policies excluding all non-citizens are prohibited. The ICRA also bans retaliation and discriminatory documentary practices in the employment eligibility verification process, such as requesting more or different documents than originally required or refusing to accept facially valid documents for discriminatory reasons.

Immigration and Visas

The Immigration and Nationality Act (INA), codified at 8 USC § 1101 et seq, governs immigration options for professional athletes, including both immigrant and non-immigrant classifications.

EB-1 – Employment-based first preference immigration

A professional athlete who demonstrates extraordinary ability in athletics through sustained national or international acclaim, supported by extensive documentation, may self-petition for an EB-1 immigrant visa. The athlete must demonstrate his or her intention to continue operating in their field and that their entry will substantially benefit the United States. This standard is extremely high, requiring the athlete to be among the small percentage at the very top of their field, with evidence of a major one-time achievement (such as an Olympic gold medal) or satisfaction of at least three of ten regulatory criteria (prizes, memberships, leadership roles, etc), with allowance for comparable evidence if such criteria do not readily apply.

B-1 – temporary business visitor

Athletes visiting for a professional or commercial purpose (contract negotiations, participation in conventions, etc) may use a B-1 visa for limited activities. When using this visa, no productive employment in the USA is permitted; eligible entrants include only individual professionals receiving no salary other than prize money and athletes of foreign-based teams in international leagues whose salaries are principally earned abroad. Periods of stay for such athletes are generally up to six months, with a possible extension of another six months, totalling a one-year stay.

O-1A – individuals with extraordinary ability or achievement

Athletes with sustained national or international acclaim may qualify for O-1A status. O-1A petitions are typically filed by a US employer; however, in 2025, United States Citizenship and Immigration Services (USCIS) began permitting companies owned by the athlete to file the petition on his or her behalf. The initial period of stay for such athletes is up to three years, with extensions permitted in one-year increments. If the athlete changes teams or employers, he or she benefits from a discretionary grace period of up to 60 days after employment ends to file a new petition. Employment authorisation does not continue automatically; the athlete must await USCIS approval of the new petition before resuming work.

P-1A – athlete

A foreign athlete seeking temporary entry to the United States for the sole purpose of competing at a specific athletic competition may qualify for a P-1A visa. The athlete must be performing at an internationally recognised level or be a “professional athlete” (ie, employed by a team in an association of six or more professional sports teams with combined revenues over USD10 million annually that governs member conduct and regulates contests, or any minor league affiliate thereof). The petition must be filed by a US employer, agent or sponsor, and the athlete must meet evidentiary criteria, including a tendered contract and at least two of seven regulatory criteria if not a professional athlete. For professional P-1A athletes traded between organisations, employment authorisation automatically continues for 30 days after acquisition by the new organisation, during which the new organisation is expected to file a new P-1A petition. If no petition is filed within 30 days or if the petition is denied, employment authorisation ceases.

8. Women’s Sport

8.1 Development and Growth of Women’s Sport

The continuing evolution of the sports business landscape has created new opportunities for women athletes as well as for women’s sports generally. The ability of college athletes to monetise their NIL has provided new opportunities for women athletes. NCAA women’s basketball remains one of the top collegiate sports in generating NIL revenue.

The All Women’s Sports Network, a new streaming service that debuted in 2024, provides continuous coverage of female athletes on and off the field, along with original programming and live sporting events. The service is available in over 60 countries, making it the first global network dedicated entirely to women’s sports. Media rights for women’s sports have also increased significantly in value. In 2023 the NWSL announced a multi-year media deal with CBS Sports, ESPN and Amazon Prime Video for USD240 million, representing a 40-times multiple of the NWSL’s previous agreement. In 2024, the WNBA announced its

own new media rights deal with Disney, Amazon Prime and NBC, valued at over USD2 billion for 11 years.

Despite these new opportunities, several challenges remain for women in sports. Funding discrepancies and disparate treatment at universities continue to be a source of controversy.

In college, while some women have earned significant NIL income, the average NIL income for women student athletes is significantly lower than for male athletes. Professionally, despite the significant increase in media rights and franchise values, the salary gap between male and female athletes remains. Finally, the rapid growth of women’s sports has led to labour disputes between players and leagues, as demonstrated by the ongoing negotiations in the WNBA regarding a new CBA.

8.2 Organisations and Initiatives to Promote Women’s Sport

The continuing evolution of women’s sports has led to the creation and expansion of organisations and initiatives dedicated to accelerating growth and sustaining development in women’s sports, including at the local level.

In the United States, football remains the most popular sport by revenue generation and viewership. With limited exceptions, women have not been able to participate in competitive football. Recently, however, flag football leagues have proliferated at local and school levels, offering women the ability to join organised leagues and compete against other women. Further, the NCAA recently classified women’s flag football as an “emerging sport”, allowing for increased scholarships and participation opportunities at member universities.

The NFL, the premier professional league in the United States, is leading an initiative to develop a professional women’s flag football league. It is currently anticipated that women’s flag football will be an Olympic sport at the 2028 Summer Games to be held in Los Angeles.

9. Esports

9.1 Development and Growth of Esports

There has been growth in esports in 2025. The BLAST.tv Austin Major was a clear highlight, breaking global Counter-Strike viewership records and generating an estimated USD102 million in local economic impact. It was a reminder that large, well-run esports events can still draw massive audiences in the USA when the title, format and execution line up. Fortnite's revived Pro-Am format also landed, showing that hybrid events blending competition, creators, and entertainment still connect strongly with American audiences. Even mobile esports broke through in a meaningful way, with the Clash Royale World Finals pulling solid engagement and showing that US fans will show up when the product is positioned correctly.

Betting partners are still part of the picture, but teams and publishers have been clearly trying not to rely on them alone. The takeaway is not that esports has solved its revenue challenges, but that organisations are actively trying to build models around content, distribution and brand partnerships that do not depend entirely on bloated rosters or hype-driven influencer houses.

9.2 Key Trends and Notable Deals in Esports

A number of deals and announced transactions in 2025 reflected continued investment activity affecting the US esports and gaming market. Electronic Arts announced in September 2025 that it had entered into an agreement to be acquired in an all-cash transaction valued at approximately USD55 billion by a consortium including Saudi Arabia's Public Investment Fund, Silver Lake and Affinity Partners. The transaction, which was subject to customary regulatory approvals and closing conditions, would be the largest leveraged buyout in history if it closes. The purchase price of USD210 per share put a significant 25% premium on the market value of EA stock.

Within the esports organisation space, ownership-related transactions occurred at the team and asset level. DarkZero announced that it had acquired certain esports assets previously operated by NRG, with competitive operations and player rosters continuing under the new structure following the transaction.

Team Liquid completed the acquisition of Team Gullit, an organisation focused on EA Sports FC competition, expanding Team Liquid's presence in virtual football esports and related player development activities.

Partnership activity remained active around major esports events with US market relevance. The Esports World Cup Foundation announced a range of partnerships with global consumer brands, including companies in food and beverage, technology, hospitality, media and sports marketing, reflecting continued advertiser participation in large-scale esports events.

Publishers also announced forward-looking investment initiatives during 2025. Riot Games disclosed plans to invest significant capital over multiple years in support of future competitive offerings, including Valorant Mobile esports, alongside continued sponsorship activity across existing League of Legends circuits.

Finally, venture and growth-stage investment remained present in esports-adjacent platforms.

10. NFTs, AI and the Metaverse

10.1 Non-Fungible Tokens (NFTs)

Non-fungible tokens (NFTs) are unique digital assets that use blockchain technology to record ownership. Each NFT has a unique identifier that is recorded on a blockchain database, which acts as a public ledger to verify ownership and transfers. NFTs can reflect a variety of tangible and intangible objects, such as images, videos, songs and art. NFTs are distinguished from other digital assets that use blockchain technology, such as cryptocurrencies, by the "non-fungible" nature of NFTs. Each NFT represents a specific and unique item and is not valued on a one-for-one basis.

NFTs also provide teams and leagues with additional opportunities to enhance fan relationships and allow for real-world applications beyond investment. For example, holders of NFTs have been granted unique in-person experiences, personalised messages from players and discounts on merchandise. Holders of NFTs have also been able to participate in fantasy sports contests and vote on team decisions such

as player awards. As teams and leagues continue to innovate with immersive viewing experiences, NFTs and blockchain technology may provide a crucial link between fans and their favourite teams and players.

Despite these developments, the NFT market poses significant risks for both investors and creators. Little regulation currently exists, and it remains to be seen how regulatory authorities will look to assert control over the market. Class action lawsuits have been filed, including against Top Shot, alleging that the products sold on its marketplace are unregistered securities. While the Top Shot suit was ultimately settled, other NFT products may face similar claims in the future. Furthermore, investing in NFTs is speculative in nature, with limited historical information to make informed decisions. Trading volume and valuations, based heavily on demand and scarcity, have fluctuated widely. After peaking in 2021, many NFT marketplaces, including those relating to sports, have experienced significant decreases in both trading volume and value.

10.2 AI

As of January 2026, the United States continues to lack a comprehensive federal AI statute. Instead, the federal regulatory direction has shifted primarily through presidential executive orders while states have continued to expand their own AI laws. AI has proven to have many applications in athletics, with infinite possibilities on the horizon.

Federal AI Guidance

In December 2025, President Trump issued an executive order entitled “Ensuring a National Policy Framework for Artificial Intelligence”, which established a national AI policy framework that priorities a less burdensome approach and seeks to discourage or override conflicting state AI requirements.

The Blueprint for an AI Bill of Rights

In October 2022, the White House Office of Science and Technology Policy (OSTP) published a white paper titled the “Blueprint for an AI Bill of Rights: Making Automated Systems Work for the American People”. This paper notes that its principles do not constitute binding US government policy or guidance on the public or federal agencies.

The AI Risk Management Framework

In January 2023, the US Department of Commerce’s National Institute of Standards and Technology (NIST) published the AI Risk Management Framework (“AI RMF”). In March 2023, NIST launched the Trustworthy and Responsible AI Resource Center, which aims “to offer a resource to the organizations designing, developing, deploying, or using AI systems to help manage the many risks of AI and promote trustworthy and responsible development and use of AI systems”. In 2024, NIST expanded the AI RMF with additional generative AI specific guidance, including the July 2024 Generative AI Profile, which assists organisations in applying practices to address risks that are unique to, or heightened by, the use of generative AI systems and applications.

State AI Regulation

A number of states have begun to enact measures aimed at a better understanding and regulation of AI. Certain states continue to operate study commissions or task forces, but many states have now moved to the enactment of substantive regulatory regimes.

Applications of AI in sports

Although regulations still vary widely from state to state, AI is being used in numerous ways across professional sports. Generative AI in particular (eg, ChatGPT) now routinely plays a role in content creation, maximising athlete performance, advertising and marketing and operational efficiency.

In content creation, AI has been used to automate the generation of highlight reels by ingesting footage and identifying portions with action or excitement that match the user’s prompts. Further opportunities exist to develop automated commentary, which could even adopt cloned voices of celebrities, athletes or existing newscasters, subject to licensing and/or data privacy restrictions.

AI has also been harnessed to maximise performance within the sports arena, where it is used (in some cases, embedded, into shoes, racquets, clubs or other equipment) to analyse athletes’ biomechanics to optimise performance, including the development of increasingly sophisticated predictive-injury models. It can also simulate game scenarios, allowing coaches

to better plan training programmes and develop play strategies. AI has also been utilised to help many MLB franchises ingest large amounts of player data to generate reports, thereby helping to automate the talent acquisition process, provide analytics for sports betting, and offer comprehensive data to players, coaches and fans. It has also found applications in game analytics; for example, umpire, referee and judge assistance to make more accurate decisions during play and competitions. AI has generated personalised fan experiences, including real time customised highlights, augmented reality overlays and interactive broadcast features.

AI also promises enhanced efficiency within stadiums. Facial recognition AI has already been introduced to streamline ticketless entry features. Other current applications are now being piloted in sports arenas to facilitate sales of merchandise, food and beverages through autonomous checkout systems.

Opportunities and risks

As with any new technology, AI presents opportunities for further evaluation and has already revealed certain risks. For example, certain generative AI tools continue to “hallucinate” data, meaning that they respond to prompts with invented information. Other potential stumbling blocks include licensing and other IP concerns.

10.3 The Metaverse

The metaverse continues to develop as a digital environment enabled by virtual and augmented reality technologies, allowing users to interact with content and with each other in shared virtual spaces. By 2025, its use in sport has become more focused and practical, with leagues, teams, and sponsors adopting specific applications rather than pursuing fully virtual alternatives to live sport.

Sports Teams

In 2025, professional sports leagues continued to experiment with virtual fan experiences that supplement traditional broadcasts. MLB expanded its MLB Virtual Ballpark, hosting interactive watch parties that allow fans’ avatars to gather inside a shared digital stadium while viewing live games together. Similar approaches appeared internationally, with global soccer organisations using immersive gaming platforms to offer interactive experiences that sit alongside, rather than replace, live matches.

Sports Training

Immersive technology is also increasingly used in athlete training. VR platforms such as STRIVR are used across the NFL, NBA, and college football to simulate game situations and allow athletes to practice decision-making and recognition skills without physical contact. In baseball, tools like WIN Reality are widely used to train pitch recognition by recreating real pitchers and game conditions in virtual environments, supplementing on-field practice.

Trends and Developments

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Cases Lacambra is an international business law firm known for its strong cross-border focus and sophisticated advisory capabilities. The firm combines deep technical expertise with a practical, business-oriented approach, assisting companies, financial institutions, investors, and high net worth individuals across the United States, Europe and key global markets. Its attorneys are recognised for their work in corporate and commercial matters, finance, tax,

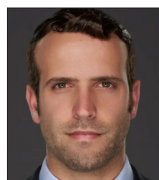
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Introduction

American sports are being rebuilt from the ground up. The amateur ideal that governed college athletics for more than a century has given way to something resembling a professional labour market. Soccer, once a niche sport in the United States, is now attracting the kind of international capital and institutional infrastructure that signals permanent arrival. Meanwhile, the economics of sports media, stable for decades around broadcast television, have splintered into a fragmented streaming ecosystem where nothing is certain except continued disruption.

The June 2025 approval of the *House v NCAA* settlement represents perhaps the most significant turning point in collegiate sports history. For the first time, schools can share revenue directly with athletes under a regulated framework. Combined with name, image and likeness rights that already allow athletes to earn substantial income from endorsements, the settlement creates a dual-compensation model that raises fundamental questions about the future of college sports. Will athletes become employees? How will institutions balance Title IX obligations with revenue-driven incentives? Can the NCAA maintain any meaningful governance authority?

These questions extend beyond courtrooms and compliance offices. They affect how universities allocate budgets, how conferences organise themselves and, ultimately, what college athletics will look like in ten years. This chapter examines three major trends reshaping American sports:

- the post-settlement transformation of college athletics;

- the soccer boom and its legal implications; and
- the fragmentation of sports media rights in the streaming era.

College Athletics After House: The End of Amateurism

What the settlement changes

When Judge Claudia Wilken approved the House settlement in June 2025, she effectively dismantled what remained of the amateurism model of the National Collegiate Athletic Association (NCAA). The settlement allows Division I schools to share up to approximately USD20.5 million annually with their athletes, with that cap increasing over time. The NCAA must also pay roughly USD2.8 billion in back damages to athletes who competed from 2016 onwards.

The practical effect is that college athletes now operate in two parallel compensation systems. They can pursue name, image and likeness (NIL) deals with brands, collectives and local businesses while simultaneously receiving direct revenue shares from their schools. This is not a reform of the old system. It's a replacement of it with something that increasingly resembles professional sports economics.

The unanswered questions are massive. Schools must now decide how to allocate their revenue-sharing pools across sports and individual athletes. Do they concentrate resources on football and basketball players who generate the most revenue? Do they spread payments more evenly to avoid Title IX problems? How do they prevent wealthier programmes from using direct payments as recruiting weapons? The settlement provides a framework but leaves the hardest decisions to individual institutions.

The transfer portal as free agency

College sports now feature an annual free agency period that would be familiar to any National Football league (NFL) or National Basketball Association (NBA) fan. The transfer portal has evolved well beyond its original purpose as a mechanism for student mobility. It has become a recurring marketplace where athletes shop for better opportunities – athletic, academic and, increasingly, financial.

The numbers tell the story. Thousands of football and basketball players enter the portal each year, and programmes have responded by treating roster construction like professional team-building. The premium on immediate contributors has risen sharply, while the traditional model of recruiting high school players and developing them over multiple years has lost ground. Some programmes now fill half their roster spots through the transfer portal rather than traditional recruiting classes.

This creates a fundamental tension. High school recruiting still matters for building programme culture and depth, but the marginal scholarship often goes to a proven college player rather than a developmental prospect. The athletes understand this perfectly well. They evaluate programmes based not just on coaching and facilities but on NIL infrastructure, collective funding and track records of player earnings. Recruiting has become a negotiation, and nobody pretends otherwise anymore.

The legal implications ripple outwards. When does NIL recruiting cross the line into impermissible inducement? How enforceable are the handshake deals and informal promises that accompany recruiting? What happens when an athlete transfers and NIL deals fall through? These questions do not have clear answers yet, largely because the rules themselves remain unsettled.

The collective problem

NIL collectives represent one of the stranger developments in American sports. These organisations, usually structured as independent non-profits or limited liability companies (LLCs), raise money from boosters and businesses to fund NIL deals for athletes at specific schools. In theory, they operate independently

from athletic departments. In practice, the lines are often blurry.

Some collectives are sophisticated operations with full-time staff, contracts with dozens of athletes and multi-million-dollar budgets. Others are essentially vehicles for a few wealthy donors to steer talent towards their alma mater. The lack of uniform regulation means practices vary wildly. Some states allow extensive school involvement in collective operations; others prohibit it strictly. The NCAA has issued guidance but lacks the enforcement capacity or will to police the space aggressively.

The bigger question is sustainability. Many collectives depend on donor enthusiasm that may not survive losing seasons or coaching changes. Athletes increasingly rely on collective payments as expected income, creating potential disruption when funding falls short. Meanwhile, the House settlement's direct payment mechanism could reduce the relative importance of collectives or shift their focus to supplemental rather than primary compensation. Where this all settles remains genuinely uncertain.

Are athletes employees?

The employment question looms over everything. For decades, the NCAA maintained that college athletes are students, not employees, and therefore are not entitled to employment protections or collective bargaining rights. That position becomes harder to defend when athletes receive substantial direct payments from their schools, operate under detailed performance expectations and generate millions in institutional revenue.

Several legal challenges are testing this boundary. A 2024 NLRB regional decision found Dartmouth basketball players to be employees under federal labour law, though that ruling remains contested. Multiple class action lawsuits argue that athletes deserve employee status and the wages, benefits and bargaining rights that come with it. The House settlement does not resolve the employment question; it arguably intensifies it by formalising direct school-to-athlete payments.

If courts or regulators eventually classify college athletes as employees, the implications would be extraordinary. Schools would face workers' compensation obligations, minimum wage requirements, payroll taxes and potential collective bargaining. Title IX compliance would become exponentially more complex. The entire structure of college athletics, rooted in educational mission and tax-exempt status, would need fundamental reconsideration. Whether that happens depends on litigation outcomes that remain years away from final resolution.

Title IX in the revenue sharing era

Title IX was designed to ensure equal opportunity in educational programmes, including athletics. For decades, that meant schools had to provide equitable resources, facilities and scholarships to men's and women's teams. Revenue sharing complicates this significantly.

The core dilemma is obvious: football and men's basketball generate the vast majority of revenue at most schools, but Title IX requires equitable treatment across programmes. If schools allocate revenue-sharing payments based purely on revenue generation, women's sports will receive far less. If schools distribute payments more evenly to satisfy equity requirements, they will face pressure from football and basketball athletes who believe they are being shortchanged relative to their economic value.

There is no easy answer. Schools are experimenting with different allocation models, but none have been tested in court or regulatory proceedings yet. Some focus on equal opportunity arguments, emphasising that women athletes have equal access to NIL opportunities even if actual earnings differ. Others are building equity into their direct payment models by ensuring women's programmes receive proportional resources. The Department of Education's guidance on this issue has been inconsistent and politically contested, leaving schools to make difficult choices without clear regulatory direction.

Where governance goes from here

The NCAA is losing control. For over a century, it functioned as the central authority governing college sports, setting rules and enforcing compliance. That

model is breaking down under the combined weight of antitrust lawsuits, state law variation, political pressure and simple market forces.

Power is shifting to conferences, particularly the major football conferences that generate the most revenue. These conferences are establishing their own NIL policies, transfer rules and revenue-sharing frameworks. What emerges increasingly looks like market segmentation: elite revenue-generating programmes operating under one set of rules, while smaller schools and non-revenue sports function under different constraints.

The fundamental question is whether centralised governance of college athletics is sustainable at all. If the biggest schools and conferences effectively write their own rules, what purpose does the NCAA serve? Could college sports fracture into separate competitive tiers with different regulatory regimes? And if federal legislation eventually imposes uniform standards, what would those standards be? The landscape is in flux, and nobody can predict with confidence what college athletics will look like in 2030.

Soccer's American Moment

From experiment to establishment

Soccer in the United States has crossed a threshold. It is no longer a promising growth market or a curiosity supported by immigrant communities and suburban youth leagues. It has become a permanent fixture in the American sports landscape, backed by serious institutional investment and generating genuine commercial returns.

The evidence is everywhere. Major League Soccer (MLS) franchises that sold for tens of millions a decade ago now trade for hundreds of millions. International stars are choosing MLS as a destination, not just as a retirement league. The upcoming 2026 *Fédération Internationale de Football Association* (FIFA; International Federation of Association Football) World Cup, co-hosted by the United States, Mexico and Canada, represents global validation of America's soccer infrastructure. Women's professional soccer is drawing record attendance and media deals. This is not potential anymore; it has arrived.

What makes this interesting from a legal perspective is that American soccer is still figuring out how it fits within both domestic sports law and global football governance. MLS operates under a single-entity structure that would be illegal in most European leagues. American youth development operates independently from professional clubs in ways that clash with international norms. The integration of global and domestic regulatory frameworks remains incomplete and contested.

The MLS model

The structure of MLS is unique. Unlike most professional sports leagues, MLS operates as a single entity where the league technically owns all teams and employs all players. Individual franchises are operated by investor-operators under this umbrella. This model has survived multiple antitrust challenges and helped the league maintain cost control and competitive balance during its growth phase.

But as the league matures, tensions are emerging. Players push for more free agency and salary flexibility, using international norms as leverage. Wealthy ownership groups want more autonomy to spend on talent. The single-entity structure that protected MLS during its unstable early years may become a constraint as it competes for global talent and investment. Whether MLS evolves towards a more traditional league structure or maintains its unique model will shape American soccer's trajectory.

Women's professional soccer faces different challenges. Multiple leagues have failed over the past two decades, and sustainability remains uncertain despite recent growth. Player compensation lags far behind men's soccer, even as women's national team success drives interest. The legal and commercial framework for women's professional soccer is still being built, with fundamental questions about league structure, player protections and revenue models unresolved.

Global investment and regulatory friction

International investment in American soccer is accelerating. Multi-club ownership groups that own teams across multiple countries are buying into MLS. Private equity is flowing into both men's and women's leagues. Wealthy individuals from Europe, the Middle

East and Latin America see American soccer as an undervalued asset with growth potential.

This creates regulatory complexity. FIFA and other international governing bodies have rules about multi-club ownership, training compensation and solidarity payments that do not always align with American sports norms. American youth players who sign with European clubs create disputes over development rights. MLS teams competing in international tournaments must navigate FIFA regulations that differ from domestic league rules.

The most significant unresolved issue may be youth development. International football typically features club-based academies that develop young players and receive compensation when those players move to other clubs. American soccer has historically relied more on college soccer and independent youth systems. As American players increasingly sign with European clubs at young ages, the tension between these models intensifies. How the US soccer ecosystem reconciles domestic development structures with international expectations remains an open question.

The Streaming Wars Come for Sports

The old model dies

Sports media operated on a simple model for decades. Leagues sold broadcast rights to a handful of major networks, networks sold advertising around games and fans watched on television. The economics were predictable, access was universal and everyone understood how the system worked. That era is over.

Streaming has shattered the old model. Netflix streamed an NFL game on Christmas Day 2025 and broke viewership records. Amazon Prime Video holds exclusive rights to Thursday Night Football. Apple has MLS. ESPN is moving towards a direct-to-consumer streaming service. Traditional broadcast networks are losing their monopoly on premium sports content, and nobody knows where equilibrium will be found.

What makes this particularly complex is that streaming platforms have different economics than traditional broadcasters. They care about subscriber growth and retention, not advertising revenue. They can afford to lose money on sports rights if those rights drive plat-

form adoption. They operate globally while traditional broadcasters are geographically constrained. The entire logic of sports media deals is being rewritten in real time.

Fragmentation and its consequences

Rights fragmentation is the defining feature of the new landscape. What used to be bundled into comprehensive packages is now sliced into smaller pieces sold to multiple platforms. Regular season games go to one broadcaster, playoffs to another, weeknight games to a streaming service, out-of-market games to yet another platform. Each deal comes with its own exclusivity provisions, geographic restrictions and technical requirements.

For fans, this means subscription fatigue. Following a single team might require subscriptions to cable television, multiple streaming services and potentially league-specific apps. For leagues, it means complex contracts with overlapping terms and potential conflicts. For lawyers, it means every major sports media deal now involves intricate mapping of rights across platforms, territories and content types.

The open question is whether this fragmentation is sustainable. Consumer tolerance for multiple subscriptions has limits. Streaming platforms may discover that sports rights do not deliver the subscriber value they anticipated. Traditional broadcasters may reassert themselves as aggregators – or fragmentation may continue until some new consolidation or bundling model emerges. The market is still searching for stability.

Data, control and what comes next

Streaming platforms generate unprecedented amounts of data about viewer behaviour. They know exactly who watches which games, when they tune in and out, what they watch next and how viewing patterns correlate with subscription decisions. This data is extraordinarily valuable for understanding fan engagement, setting advertising rates and evaluating rights deals.

The problem is nobody agrees who owns this data. Leagues want access to understand their audiences and demonstrate value to sponsors. Platforms consider it proprietary business intelligence. Broadcasters

have historical precedent for controlling viewership data. Athletes and colleges increasingly recognise that data about fan engagement affects their NIL value. Data ownership and access rights have become central negotiating points in every major media deal.

Looking ahead, the fundamental uncertainty is whether streaming represents a permanent shift or a transitional phase. Will re-bundling eventually be seen as consumers revolt against subscription sprawl? Will tech platforms that currently dominate streaming maintain their interest in sports, or will they exit if returns disappoint? Will new technologies like virtual reality or social media integration create entirely new distribution models? The only certainty is that the sports media landscape will look different in five years than it does today.

Conclusion

American sports law is experiencing simultaneous revolutions across multiple domains. The House settlement has demolished the amateur model in college athletics, replacing it with a hybrid system that raises more questions than it answers. Soccer has transitioned from niche sport to major commercial enterprise, forcing reconciliation between American exceptionalism in sports governance and global football norms. Sports media has fragmented from a stable broadcast model into a streaming landscape characterised by experimentation and uncertainty.

These trends share common threads. All three involve fundamental questions about governance models, economic sustainability and the relationship between commercial imperatives and traditional structures. All three are playing out in real-time without clear regulatory frameworks or settled expectations. All three will continue evolving throughout the next several years, driven by litigation, market forces and technological change.

The institutions and individuals navigating these changes face genuinely difficult choices. There are no obvious right answers about how to structure college athlete compensation, regulate multi-club soccer ownership or allocate streaming rights. What is certain is that the decisions made in the next few years will shape American sports for decades to come. The old models are gone; the new ones are still being built.

USA – FLORIDA



Trends and Developments

Contributed by:

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Cases Lacambra

Cases Lacambra is an international business law firm known for its strong cross-border focus and sophisticated advisory capabilities. The firm combines deep technical expertise with a practical, business-oriented approach, assisting companies, financial institutions, investors, and high net worth individuals across the United States, Europe and key global markets. Its attorneys are recognised for their work in corporate and commercial matters, finance, tax,

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NIL Acceleration and the Soccer Boom

Florida has become a bellwether jurisdiction for the post-amateur era of American sports, driven by a permissive name, image and likeness (NIL) environment and its central role in the rapid growth of soccer as a commercial and developmental enterprise. The convergence of these trends has pushed Florida institutions to the forefront of unresolved legal and governance questions that are likely to define the next phase of US sports law.

NIL as market infrastructure

Florida adopted NIL early and has consistently maintained a permissive statutory posture, allowing institutions and third-party collectives to build robust athlete compensation ecosystems. In practice, NIL in Florida operates less as a compliance carve-out and more as market infrastructure. Universities, collectives and local businesses co-ordinate to attract, retain and monetise athletes in ways that closely resemble professional roster construction. Successful athletic programmes at colleges like the University of Miami, University of Florida and Florida State University are perfect examples of this.

Florida's evolving NIL marketplace is also reshaping high-profile college football moves, as illustrated by the transfer of standout quarterback Darian Mensah to the University of Miami. After entering the National Collegiate Athletic Association (NCAA) transfer portal in January 2026, Mensah became the centrepiece of a high-stakes dispute with Duke University over the enforceability of a multi-year NIL contract, leading to litigation before the parties reached a settlement that cleared the way for his enrolment in Coral Gables.

Miami's pursuit of Mensah reflects the competitive premium Florida programmes place on elite talent and the role of NIL in recruitment and retention strategies. The Hurricanes' ability to attract a transfer of his calibre, coupled with the sophistication of local NIL arrangements and the market exposure South Florida offers, underscores how state-level dynamics are reshaping player mobility, compensation expectations and institutional positioning in major-college athletics. As NIL deals increasingly intersect with transfer decisions and contractual disputes, Florida's experience with Mensah may foreshadow similar high-profile movements and legal tensions in other jurisdictions.

This environment has intensified national trends. Recruiting decisions are increasingly driven by the reliability and sophistication of NIL arrangements rather than traditional athletic considerations alone. While the NCAA continues to characterise NIL as distinct from pay-for-play, Florida programmes operate in a reality where that distinction is functionally thin.

At the same time, Florida's NIL model continues to influence national policy discussions as the NCAA and federal lawmakers seek durable frameworks that reconcile competitive equity, employment law, antitrust exposure and gender-equity obligations, positioning the state and its universities at the forefront of emerging legal exposure involving:

- athlete employment status litigation, including the employment classification questions raised in *Johnson v NCAA*, 108 F.4th 163 (3d Cir. 2024);
- NLRB-related actions, following decisions in matters such as *Dartmouth College* (NLRB, Feb. 2024)

recognising student-athletes as employees under certain circumstances;

- Title IX allocation disputes as revenue sharing and NIL income grow in scale and visibility; and
- contract law and dispute resolution risks involving NIL deals, particularly where athlete movement intersects with contractual obligations.

The House settlement's revenue-sharing framework is likely to magnify this effect in Florida. In a jurisdiction where NIL compensation is already normalised, direct institutional payments risk becoming additive rather than corrective, further differentiating well-resourced programmes. Florida institutions are therefore positioned at the leading edge of Title IX allocation disputes, employment status litigation and the administrative burdens associated with athlete compensation at scale.

Soccer's commercial and developmental centre

Florida occupies a unique position in the American soccer ecosystem. Demographic concentration, international connectivity and entrenched youth development systems have made the state a primary gateway between US soccer and the global game. At both the professional and elite development levels, Florida has shifted from participant to driver of soccer's American expansion.

At the professional level, Florida-based clubs, like Inter Miami FC, reflect Major League Soccer's transition from domestic start-up league to globally integrated enterprise. International ownership, globally recognisable talent and international media reach have increased regulatory friction between the single-entity structure of Major League Soccer (MLS) and *Federation Internationale de Football Association* (FIFA; International Federation of Association Football)-aligned governance norms. Florida clubs are often where these tensions surface first, particularly in areas involving cross-border transfers, multi-club ownership and international competition rules.

A preview jurisdiction

Florida offers a compressed view of where the American sports environment discussed above is heading. NIL in Florida has matured into a compensation system with professional characteristics quicker than in many other states, and soccer has evolved into a globally connected business operating within, but not fully aligned with, traditional US sports governance. The legal questions emerging from Florida concerning athlete status, compensation limits, regulatory overlap and institutional responsibility are not anomalies. They are early signals of a national transition already underway.

USA – ILLINOIS



Trends and Developments

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Katten has a nationally recognised sports and sports facilities practice that covers key disciplines such as corporate, M&A, private equity, debt finance, real estate, tax, intellectual property, healthcare, employment and litigation. The practice delivers strategic, end-to-end legal solutions tailored to sports teams and sports-related businesses, representing clients across MLB, NBA, MLS, NHL, NFL, WNBA, NWSL and MLB PDL teams, as well as venues, lenders, investors, sponsors, regional sports networks and sports agencies. Katten advises on purchases and sales; debt and equity financing; broadcast agree-

ments; arena/stadium construction, financing and operations; sponsorship agreements; executive employment agreements; and compliance with league rules and policies. Katten has been closely involved in private equity investments in teams, as well as sports-anchored mixed-use developments, leveraging its commercial real estate experience to represent team owners and financial institutions. The 30-plus lawyers in Katten's sports and sports facilities practice are in Chicago, New York, Los Angeles, Washington, DC, Charlotte and Dallas.

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Introduction

The past year saw a transformative acceleration of the integration between the real estate and sports industries across the United States. Gone are the days when stadiums and arenas simply served as home venues for teams. Many teams in professional sports and numerous universities are pursuing cutting-edge stadiums, arenas and practice facilities to elevate the fan experience, achieve a competitive edge and unlock revenue-generating events beyond home games, among other motivations.

A team's home venue has evolved into the centre-piece of neighbourhood revitalisation. Teams seek to strategically control areas around their stadiums and arenas to generate revenue not only during the game, but also before and after the action on the field. Cities are capitalising on this momentum to engage in long-term multiphase developments of underperforming urban areas.

Illinois has been a hotbed of activity, illustrating these trends and developments associated with the real estate and sports industries.

- The Chicago Bears of the National Football League (NFL) have been pursuing a new domed stadium as one component of a mixed-use entertainment district.
- Chicago Fire FC of Major League Soccer (MLS) is developing a new soccer-specific home venue in the to-be-developed 78th neighbourhood of Chicago, The 78.
- The Chicago White Sox of Major League Baseball (MLB) are evaluating options for the future of their home venue, as its lease at Rate Field expires in 2029.
- The owners of the Chicago Bulls of the National Basketball Association (NBA) and the Chicago Blackhawks of the National Hockey League (NHL) are preparing to break ground on the first phase of The 1901 Project, a multi-year sports-anchored mixed-use development surrounding the United Center.
- The Chicago Cubs of MLB continue to benefit from their previous development of Gallagher Way, a mixed-use development adjacent to the Cubs' historic Wrigley Field.

- The Chicago Sky of the Women's National Basketball Association (WNBA) will be opening their practice facility in 2026.
- In 2027, Chicago Stars FC of the National Women's Soccer League (NWSL) expects to open a newly constructed, ten-acre, purpose-built performance centre in Bannockburn, Illinois. In 2026, Chicago Stars FC will also have a new home venue along Lake Michigan at Northwestern Medicine Field at Martin Stadium, a stadium in Evanston, Illinois that served as the temporary home venue of the Northwestern University football team.
- In 2026, Northwestern University is scheduled to open the new Ryan Field, its newly constructed football stadium in Evanston, Illinois.

This article highlights these trends and developments in the areas of new stadium and arena construction, sports and entertainment districts, women-specific sports venues and sports-related developments by universities.

New NFL Venues

The Chicago Bears currently play at Soldier Field, with its lease expiring in 2033. Soldier Field is an open-air stadium along Lake Michigan in the City of Chicago and has the smallest capacity among all NFL stadiums.

The Bears are pursuing a new, modern, domed stadium to upgrade their home venue through enhanced fan experiences, including better amenities, protection from extreme weather and amplified crowd noise. The dome also enables the stadium to host and generate revenue from year-round marquee global events such as the Super Bowl, Final Four, global soccer games and concerts.

The Bears are currently evaluating locations for the new stadium. One option is a former racetrack they already own, Arlington Park in the Village of Arlington Heights, Illinois. Another option is a golf course in Hammond, Indiana, a city located near the border of Chicago.

The following list includes new NFL stadiums across the United States in various stages of development, with most including a roof.

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- The Cleveland Browns began excavation for the construction of the new 67,500-seat Huntington Bank Field in Brook Park, Ohio, which borders the City of Cleveland. The facility will have a unique sloped roof for snow removal and natural light, with a target opening for the 2029 NFL season.
- The Washington Commanders are pursuing development of a new 65,000-seat roofed stadium at the former RFK Stadium site in Washington, DC, with construction anticipated for completion in 2030.
- The Tennessee Titans plan to complete construction of the new 60,000-seat Nissan Stadium for the 2027 NFL season. The downtown Nashville facility will have an enclosed, translucent roof and seats that are 38% closer to the field than the team's current home venue.
- The Kansas City Chiefs are in the design stages of a new domed stadium to be constructed in Wyandotte County, Kansas. The plan is for games to be played at the new facility starting with the 2031 NFL season.
- The Buffalo Bills will be hosting their inaugural season at the new Highmark Stadium during the 2026 NFL season. The 60,000-seat stadium is open-air but has a canopy that will prevent snowfall on most seats.

New MLS Venues

Chicago Fire FC currently plays at Soldier Field under a lease that is scheduled to expire in 2028. The current home of Chicago Fire FC was not designed for soccer matches.

In March 2026, Chicago Fire FC broke ground at The 78 on the construction of a privately funded stadium, a new soccer-specific venue designed to create an environment geared towards improving the fan experience. Front-row seats and suites will be closer to the pitch than in matches currently played at Soldier Field. The 22,000-fan-capacity facility will include a 2,000-person standing supporters section, which will be the steepest in MLS when constructed. These sections oftentimes serve as the “heartbeat” of the crowd at soccer matches.

Additional soccer-specific MLS stadiums in the United States under construction include the following.

- The 2025 MLS Cup champion Inter Miami CF will host its first match in April 2026 at Nu Stadium, a newly constructed 26,700-capacity venue in Miami, Florida, that includes a 360-degree, open-air concourse with panoramic views of downtown Miami.
- New York City Football Club (NYCFC) is constructing Etihad Park, a 25,000-seat stadium in the Queens neighbourhood of New York City. NYCFC currently plays home matches at MLB baseball parks, including Yankee Stadium and Citi Field.

New MLB Venues

The Chicago White Sox currently play at Rate Field in the Armour Square neighbourhood of Chicago. The team's ownership is exploring options for the location of their home venue, whether that is continuing at Rate Field beyond the 2029 expiration date of their current lease or constructing a new ballpark. The park first opened in April 1991, although it has undergone multiple phases of renovations.

New MLB ballparks typically reduce traditional seating in favour of social zones, feature local food options, incorporate technology, improve sightlines of the game and enhance player amenities to attract talent.

Below is a list of other MLB ballparks that are currently in various stages of development.

- The Athletics team is in the process of relocating from Oakland, California, to Las Vegas, Nevada, constructing a new ballpark in the heart of the Las Vegas Strip on the historic site of the former Tropicana Hotel. The 33,000-person capacity ballpark is scheduled to open for the 2028 MLB season. The Athletics are temporarily playing in a Triple-A ballpark in Sacramento, California, until the opening of the new venue.
- The Tampa Bay Rays have located a site for their new planned ballpark to fit 31,000 fans, desiring to open a new facility at the new site in Tampa, Florida, for Opening Day of the 2029 MLB season.
- Kauffman Stadium, which is the home ballpark of the Kansas City Royals, is located in Kansas City, Missouri, next to Arrowhead Stadium, the current home stadium of the Kansas City Chiefs. The Royals' lease expires after the 2030 MLB season, and

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the team is evaluating potential new locations in Missouri and in neighbouring Kansas.

New NBA Venues

Whether through significant renovations to existing home arenas or the construction of new home arenas, teams in the NBA desire modern arenas that aim to maximise crowd noise, promote fan engagement, incorporate “smart” technologies such as enormous video boards and frictionless food and beverage service, and include player-focused locker rooms, training areas and other facilities.

NBA teams that are currently pursuing new arenas include the following.

- In 2026, the Oklahoma City Thunder will be breaking ground on a new arena scheduled to open in 2028. The downtown Oklahoma City arena will have a 360-degree glass curtain wall offering panoramic views from all interior concourses.
- The Philadelphia 76ers are developing a new arena in South Philadelphia, Pennsylvania, targeting completion in 2030. The 76ers will share the arena with the NHL’s Philadelphia Flyers and a WNBA expansion team that will debut in 2030.
- The San Antonio Spurs are developing a new arena in downtown San Antonio, Texas, within Project Marvel, a proposed sports and entertainment district of more than 25 acres seeking to revitalise the downtown area.

Sports-Anchored Mixed-Use Developments

Each team’s pursuit of its new home venue, discussed earlier in this article, involves integration into a larger mixed-use development. Sports venues are now serving as the catalyst for the creation of whole neighbourhoods.

Chicago Fire FC’s new stadium will serve to anchor development of The 78, the 62 acres of currently undeveloped riverfront land in downtown Chicago pegged to become the city’s 78th neighbourhood. The private investments by Chicago Fire FC and the developer of The 78 will contribute to the acceleration of infrastructure investments needed to attract new developments, including additional housing.

Stadiums provide economically resilient energy and vitality to the surrounding mixed-use development, and such a development provides year-round activation beyond game day. This symbiotic relationship is evidenced by the success of Gallagher Way, comprising a boutique hotel and 14 restaurants and retail establishments, adjacent to the Cubs’ Wrigley Field.

The 1901 Project is another transformative development on Chicago’s West Side. Owners of the Bulls and the Blackhawks are spearheading the USD7 billion private investment into over 55 acres around the United Center. The land to be developed largely consists of surface parking lots.

The long-term multiphase project is planned to include over 1,000 transit-oriented affordable housing units, five acres of park and open space and a 6,000-person capacity venue for entertainment.

Additional examples of current sports-anchored mixed-use developments in underutilised areas include the following:

- Inter Miami CF’s Nu Stadium serves as an anchor in the 131-acre Miami Freedom Park development, which will include a 5,000-person performance venue along with 200,000 square feet of additional entertainment outlets, over ten restaurants and bars, and a 58-acre public park;
- NYCFC’s Etihad Park serves as a component of the 3.3-million-square-foot Willets Point Project, which will include 2,500 units of 100% affordable housing, a 650-seat public school, 115,000 square feet of open space and 250 hotel keys; and
- State Farm Arena, home of the NBA’s Atlanta Hawks, and Mercedes-Benz Stadium, home of the NFL’s Atlanta Falcons, serve as entertainment draws adjacent to Centennial Yards Atlanta, a USD5 billion urban revitalisation project with more than 50 acres that includes a 5,300-seat venue, a 70,000-square-foot three-level immersive entertainment venue, a 292-key hotel and a 304-unit apartment tower.

Facilities Specific to Women’s Teams

The rise of women’s sports revenue, attendance, investment and broadcast viewership have increased

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the attention of the real estate industry. Significant sports-related real estate activity over the last year has also involved facilities specific to women athletes.

WNBA player-focused performance centres can be a competitive advantage for teams by impacting player development and free agent recruitment.

In Illinois, the Chicago Sky plans to open their Bedford Park practice facility in the spring of 2026. The 80,000-square-foot facility will be the largest in the WNBA.

Numerous other WNBA teams are pursuing development of their own performance centres.

- In 2027, the Indiana Fever plans to open a 108,000-square-foot facility within walking distance of Gainbridge Fieldhouse. Once opened, the Fever's facility will claim the title of the largest practice centre in the WNBA.
- The Portland Fire, which begins play in the 2026 WNBA season, is opening the Kaiser Permanente Performance Center in 2026. The multiphase facility will serve as home to the Fire and NWSL's Portland Thorns, integrating training environments, advanced sports medicine, recovery and rehabilitation stations, and collaborative medical infrastructure, with each focusing on the needs of women athletes.
- The Dallas Wings are pursuing a 70,700-square-foot practice facility in the West Oak Cliff neighbourhood of Dallas, Texas.
- The New York Liberty is developing a 75,000-square-foot practice facility in the Greenpoint neighbourhood of Brooklyn, New York.
- The Golden State Valkyries, which began play in the 2025 WNBA season, unveiled their newly renovated 31,800-square-foot practice facility in Oakland, California.
- In 2027, the Los Angeles Sparks are scheduled to open a 55,000-square-foot training and practice facility in El Segundo, California.

In addition to Chicago Stars FC's new performance centre, other NWSL teams are pursuing significant projects involving dedicated stadiums and sports and entertainment district developments.

- Kansas City Current has embarked on a multiphase USD1 billion project to transform the Missouri waterfront, anchored by CPKC Stadium, which is the Current's home venue and the first stadium in the world purpose-built for a women's professional team. The USD200 million first phase includes 429 multifamily homes, as well as 48,000 square feet of retail and over two acres of riverfront gathering space.
- Denver Summit FC, which begins NWSL play in 2026, is building a new 14,500-seat stadium as part of the Santa Fe Yards mixed-use entertainment district in Denver, Colorado's Baker neighbourhood.
- Boston Legacy FC, which begins NWSL play in 2026, has announced renovation of White Stadium, an existing stadium in Boston, Massachusetts.

Collegiate Real Estate

The US collegiate sports landscape is radically changing, based in part on the In re College Athlete NIL Litigation landmark settlement. The settlement allows universities to share a portion of athletic revenue with athletes, with a total cap of approximately USD20.5 million per school for the 2025–26 school year, potentially rising to nearly USD33 million per school in the next decade.

Universities are facing immediate strain on their budgets, and mixed-use real estate development offers one source of potential revenue to offset the additional expense. Universities can tap into their extensive land holdings to increase revenue through team-driven sports-anchored mixed-use developments, typically in partnership with real estate developers.

Northwestern University in Illinois plans to increase revenues at the new Ryan Field through the ability to charge higher ticket and premium experience pricing and hosting events beyond football.

Examples of other universities evaluating real estate as a potential revenue source include the following:

- the University of North Carolina at Chapel Hill is exploring plans involving potentially renovating the current Dean E. Smith Center, home of the men's

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basketball team, or building a new arena potentially as part of a mixed-use development;

- Oklahoma University is considering advancement of the Rock Creek Entertainment District, which would involve a new arena, restaurants, hotels and apartments on 240 acres;
- Wake Forest University is developing The Grounds, a 100-acre mixed-use development adjacent to the football stadium and arena that will include a retail village, student housing, an office building and a new community green space; and
- Iowa State University is constructing CyTown, a multi-use district bookended by the football stadium and the basketball arena, and including a health clinic, a non-student housing suite product, food, retail, offices and an amphitheatre.

Conclusion

The convergence of the sports and real estate industries represents a paradigm shift in how teams, cities and universities approach venue development. Rather than viewing stadiums and arenas as standalone facilities, stakeholders have recognised these assets as anchors for broader mixed-use developments that generate revenue before, during and after events.

This evolution benefits multiple constituencies:

- teams gain diversified revenue streams and enhanced fan engagement;
- cities secure long-term commitments for the revitalisation of underperforming areas;
- universities find new funding sources to meet rising athlete compensation demands; and
- communities receive housing, retail and public amenities integrated into vibrant neighbourhoods.

As women's sports continue their meteoric rise and collegiate athletics navigate the revenue-sharing landscape, expect this trend of sports-anchored real estate development to accelerate further, reshaping urban environments across the United States.

USA – NEW YORK



Trends and Developments

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Prediction Markets

Introduction

Prediction markets, and clashes over whether they mislead consumers and are subject to state or federal regulation, have recently dominated New York sports law headlines. Courts in New York are on the front lines, playing home to high-profile proposed class actions, disputes seeking to enjoin state enforcement of gambling laws and criminal prosecutions alleging expansive bet fixing schemes.

New York Attorney General Letitia James has made the office's position clear in a recent industry and consumer alert, warning that the Attorney General has the authority to, and will, use New York gambling laws to regulate and prosecute what it characterises as unlicensed sports betting through prediction markets. Of course, prediction market operators have taken the opposite view – that sports-based event contracts offered through their marketplaces are derivative contracts exclusively subject to federal regulation under the Commodity Exchange Act through the Commodity Futures Trading Commission (CFTC).

This fight is playing out as part of the larger struggle to protect the integrity of sporting contests in the face of the relatively nascent legality, and exploding popularity, of sports betting. However, the future of sports-based contracts on prediction markets shakes out, regulators, law enforcement and market participants in New York will no doubt continue to grapple with balancing the demand for this important fan experience against protecting consumers and the integrity of the game.

Setting the stage – prediction markets and event contracts

A prediction market is a marketplace where people can “trade” on future events, including politics, sports, business outcomes and the like. Generally, these marketplaces allow people to buy and sell “contracts” based on predictions of future event outcomes. Kalshi, for example, offers several kinds of event contracts related to technology, health, popular culture, politics, economics and sports. If the user accurately predicts the outcome of an event, the contract pays. Central to the prediction market operators' position that such exchanges are fundamentally distinct from a sportsbook, and therefore should be subject to different regulatory schemes, is the argument that users enter into contracts with other users on their platforms, rather than with a “house” – a position being challenged in New York courts.

The regulatory issue – are prediction markets just sportsbooks in disguise?

New York Attorney General position

In 2018, the United States Supreme Court decided *Murphy v Nat'l Collegiate Athletic Ass'n*, 584 U.S. 453 (2018), opening the door to legal gambling on sports. The Court struck down the Professional and Amateur Sports Protection Act of 1992, 28 U.S.C. §3701 et seq, which had effectively constituted a federal ban on all commercial sports betting. Following that decision, regulation of sports wagering was left up to the states.

Numerous states, including New York, legalised mobile sports wagering in 2021. New York likewise has a body of regulation surrounding sports wagering through the New York Racing, Pari-Mutuel Wagering

and Breeding Law, commonly known as the “Racing Laws”. Conducting, advertising and promoting unlicensed sports wagering in New York is a violation of §§ 1367 (2) and 1367-a of the Racing Laws. The New York Gaming Commission has jurisdiction over all sports wagering activities in New York State, along with the corporations, individuals and associations involved.

On 2 February 2026, New York Attorney General Letitia James took aim at prediction markets offering sports-based event contracts. Attorney General James crystallised her office’s position on the issue in no uncertain terms, characterising prediction markets as offering “bets masquerading as ‘event contracts’”.

In addition to consumers, the alert puts the industry on notice through warning that “the conduct, advertisement, and promotion of unlicensed sports wagering violate New York’s gambling laws and could be subject to civil and criminal liability”.

In conjunction with emphasising the Attorney General’s power to prosecute entities operating sports wagering businesses in New York without the requisite licensure, in no uncertain terms, Attorney General James characterises sports-based event contracts offered through unlicensed prediction markets as a violation of New York’s Racing Laws. The alert outright states that “[t]he unlicensed offering and promotion of sports-related event contracts constitutes gambling within the meaning of New York Penal Law § 225.00 (2)”.

The CFTC position

In stark contrast to New York Attorney General James, the federal regulatory position on the issue has shifted to align more closely with prediction market operators’ arguments. On 29 January 2026, US CFTC chairperson Michael Selig announced the withdrawal of a 2025 “staff advisory” that specifically cautioned registrants about offering access to sports-related event contracts due to ongoing litigation, and a 2024 proposed rule that would ban political and sports-related event contracts. Those withdrawals became effective on 4 February 2026. In his 29 January remarks, chairperson Selig lauded the history of the CFTC and traced the industry development from early “bucket shops” in

the late nineteenth century through the Commodity Futures Modernization Act upon the advent of electronic trading platforms. According to chairperson Selig, prediction markets are among the latest innovations making up the “foundation of modern markets”. Additionally, chairperson Selig seemingly attempted to plant the federal flag in the prediction market regulatory landscape, directing CFTC staff to “reassess the Commission’s participation in matters currently pending before the federal district and circuit courts. Where jurisdictional questions are at issue, the Commission has the expertise and responsibility to defend its exclusive jurisdiction over commodity derivatives”.

Of course, chairperson Selig’s declaration is at odds with state attorneys general, like Letitia James, who seek to regulate sports-based event contracts under state sports wagering regulatory frameworks.

Notable cases

While Attorney General James’ position is clear, the future landscape of these exchanges is anything but “predictable”. Generally, the argument against state regulation of prediction markets offering sports-based event contracts is that these platforms, including Polymarket and Kalshi, operate a “contract market” subject to the exclusive jurisdiction of the Commodity Exchange Act and CFTC. Thus, the argument goes, any state legislature’s attempt to regulate them is preempted by federal law.

New York is at the centre of this issue, with several notable cases pending in its federal courts.

For instance, Kalshi has taken the offensive against state regulation. In the case *KalshiEX LLC v Williams* (case number 1:25-cv-08846), pending in the United States District Court for the Southern District of New York, Kalshi sued the New York State Gaming Commission (NYSGC) and individuals associated with the NYSGC, seeking a permanent injunction and declaratory relief. The suit followed a cease and desist letter from the NYSGC to Kalshi dated 24 October 2025. In the lawsuit, Kalshi seeks a judgment declaring that any New York law, including Racing Law Sections 104 and 1367, along with Penal Law 225.00 (2), to the extent they are used to regulate Kalshi’s prediction markets, violate the Supremacy Clause of the United

States Constitution. Kalshi seeks a permanent injunction prohibiting the NYSGC from enforcing New York laws that seek to regulate Kalshi's prediction markets.

Kalshi also filed a motion for a preliminary injunction and temporary restraining order enjoining the NYSGC from enforcing New York laws against Kalshi's prediction markets during the pendency of the action. Notably, the parties stipulated that the NYSGC would not take any enforcement action against Kalshi pending the Court's disposition of Kalshi's motion for a preliminary injunction and temporary restraining order. The motion remains pending.

Indigenous tribes have also weighed in on this *Kalshi* case. On 8 December 2025, several indigenous tribes and gaming associations filed a brief as amici curiae in support of the position of the state Attorneys General. These amici argue that Kalshi has unlawfully entered into the gaming market, adversely impacting tribal gaming revenue and in some cases improperly infringing on tribes' compacts with states wherein tribes are the exclusive operators of certain types of gaming within a particular state.

Another such case is a proposed class action against Blockratize, Inc (doing business as Polymarket), newly filed in the United States District Court for the Southern District of New York (case number 1:26-cv-00973). The complaint alleges that Polymarket operates as an unlicensed online sportsbook in violation of New York's Racing Laws. In what is becoming a familiar playbook, the complaint notes that users can place bets on sports related events, including individual player metrics and events outside the sports world, like political elections. Importantly, the complaint emphasises the significant revenue sports-specific contracts generate for Polymarket, alleging that Polymarket has generated over USD6 billion in earnings on sports-related contracts. As Attorney General James echoed in her recent alert, the complaint accuses Polymarket of misleadingly promoting itself as a "prediction market" rather than what plaintiffs argue is its true function, a sportsbook. According to the complaint, Polymarket's characterisation of its operations is designed to evade regulatory scrutiny and mislead consumers.

Another similar case is *Hallman, et al. v KalshiEX LLC et al.* (case number 1:26-cv-00317), pending in the United States District Court for the Southern District of New York. There, similar to the *Polymarket* case, plaintiffs argue that Kalshi operates a sportsbook and that it should not be permitted to circumvent state gaming laws and regulations simply by characterising itself as a contract marketplace. In the proposed class action, the Hallman plaintiffs attack one of Kalshi's key arguments – that its prediction markets are not the functional equivalent of sportsbooks because they simply connect users on opposite sides of a given position. The Hallman plaintiffs instead allege that Kalshi actually operates as any other sportsbook "house" by taking positions on contracts through its own affiliate Kalshi Trading LLC and "other interested affiliates". The case is newly filed and remains pending.

Bigger picture – protecting the integrity of the game

The increased focus on, and scrutiny of, prediction markets in New York is part of a larger mosaic of developments in sports wagering. These developments are the result of the obvious need for action to protect not only consumers, but the integrity of sport, in the face of the popularity and ubiquity of sports betting.

New legislation introduced

Several pieces of legislation have recently been introduced in the New York State Assembly related to sports betting and specifically targeting prediction markets. Assembly Bill A09251, known as the ORACLE Act, would generally prohibit prediction market platforms from offering any sports wagering contracts to New York residents. If enacted, the effect of such legislation remains unclear, in light of the ongoing dispute over authority to regulate and given that the New York Attorney General has already indicated an intent to use the existing Racing Laws for that purpose.

Additionally, Assembly Bill A09343 was recently introduced and takes aim at in-play and "live" sports wagers. Such live bets have become a popular feature of sportsbooks, and include wagers placed after a game has started with constantly updating odds and bets tied to individual plays. If enacted, the law would prohibit accepting in-play sports wagers.

Criminal enforcement

There is already a significant effort underway in New York to protect the integrity of sporting events through criminal enforcement actions.

For example, in two pending cases in the United States District Court for the Eastern District of New York (*U.S. v Aiello, et al.* 1:25-cr-00314 and *U.S. v Earnest, et al.* 1:25-cr-00323), federal prosecutors charged high-profile defendants, including National Basketball Association (NBA) player Terry Rosier, former NBA player Damon Jones and NBA coach Chauncey Billups, in cases alleging, among other things, illegal sports betting conspiracies. In the *Earnest* case, prosecutors specifically allege the existence of a “prop bet” rigging scheme. Prosecutors say that the defendants used non-public information like player injury updates and playing status to place winning “prop bets” – bets made regarding the occurrence or non-occurrence during a game of an event not directly affecting the game’s outcome.

Similarly, in another recent criminal enforcement case, Cleveland Guardians pitchers Emmanuel Clase and Luis Ortiz face charges before US District Judge Kiyo Matsumoto in Brooklyn. The charges stem from allegations that they illegally conspired to throw specific pitches that would result in payouts for third-party bettors. That case is *U.S. v Clase, et al.* 1:25-cr-00346, pending in the United States District Court for the Eastern District of New York. Trial is currently set to begin on 4 May 2026.

While not a New York case, a decision from Judge Jason D Woodbury of the First Judicial District in Nevada emphasised the concern surrounding insider manipulation in the context of prediction markets. In signing a temporary restraining order banning Polymarket from offering sport contracts in Nevada for two weeks, Judge Woodbury noted that the unregulated nature of prediction markets results in a lack of safeguards against bets being placed by owners, coaches, players or other officials who could influence the result from the inside.

In another high-profile case involving defendants with ties to New York, a federal indictment was recently unsealed in the United States District Court for the

Eastern District of Pennsylvania. The indictment describes an alleged point shaving scheme involving more than 39 players on 17 National Collegiate Athletic Association (NCAA) Division I teams. There, 20 of the 26 defendants played college basketball during the 2023–24 and 2024–25 seasons. The scheme alleged in the indictment involves “fixers” who recruited players to participate in a scheme, offering bribes of anywhere from USD10,000 to USD30,000 to intentionally underperform. These bettors would then place bets on the fixed games, the indictment alleges.

Player and other official involvement in gambling schemes is a real and prevalent issue. The concern is amplified where the result of a particular prop wager is easier to manipulate than the outcome of a game as a whole. Officials argue that the concern is even more amplified if the “wager” is placed through an unregulated prediction market. The ease of manipulation is a key issue influencing enforcement policy decisions in New York and elsewhere.

The issue has already captured the attention of the United States Attorney for the Southern District of New York, Jay Clayton. At a recent event, Mr Clayton stated publicly that he anticipates prosecutions in the prediction market arena, even offering the example of fixing a game of golf.

Given the flurry of civil cases, criminal charges and proposed legislation, this area is likely to continue to develop throughout 2026 and beyond.

NIL implications

These legal issues surrounding sportsbooks and prediction markets arise against the backdrop of historic developments in college athlete compensation, including through name, image and likeness (NIL) deals. The year 2025 saw two major developments in the NIL industry in the form of settlement of litigation involving the NCAA, both with implications for New York efforts to curtail the potentially negative impacts of sports wagering and sports-based event contracts.

First, in March 2025, a group of several Attorneys General, including New York Attorney General Letitia James, procured a settlement with the NCAA protecting student athletes’ right to learn about potential

NIL compensation opportunities during the college recruitment process – ie, before deciding whether to enrol or transfer to a university. There, plaintiffs alleged that the NCAA's "NIL recruiting ban" unreasonably restrained competition, in violation of Section 1 of the Sherman Act, for student athletes among schools and suppressed NIL compensation opportunities for prospective Division I college athletes and current student athletes in the transfer portal. As part of the settlement, the NCAA was permanently restrained from, among other things, enforcing its by-laws constituting the NIL recruiting ban.

Another development in this sphere came later in 2025 through the resolution of the college athlete NIL litigation case in the United States District Court for the Northern District of California. There, the NCAA agreed to a USD2.78 billion settlement that would compensate athletes denied the opportunity to earn NIL revenue in the past but also establish a revenue sharing system to compensate those athletes for the ensuing ten years. Judge Claudia Wilken granted final approval of the class-action settlement agreement on 6 June 2025.

The NIL recruiting ban settlement and NIL revenue litigation settlement demonstrate a shift in the college athlete compensation paradigm, including through the lens of the NCAA. One side effect of this paradigm shift could be that student-athletes may become less susceptible to the influence of "fixers" trying to recruit them into betting schemes, like the one alleged in the sweeping indictment pending in the Eastern District of Pennsylvania.

All of these recent trends and developments in New York Sports Law focus on and grapple with protecting the integrity of the game while allowing space for gambling, which has clearly become an integral part of the fan experience. Consumer demand for that experience, along with technological developments, will continue to foster innovation from all parties on all sides of these issues. New York courtrooms are sure to remain a fixture of that innovation moving forward.

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