

# 2026: The Biggest Year in Sports Marketing...*Ever!*

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Frankfurt Kurnit Klein + Selz PC



# Facts and Figures

## Top 100 Most-Watched U.S. Telecasts of 2025



Source: Nielsen live + same day data from Jan. 1 through Aug. 31, 2025  
Nielsen Big Data + Panel deliveries from Sept. 1-Dec. 31, 2025

Chart: Lev Akabas  
[@levakabas](#)  
[@datakabas](#)

Sportico

# \$97B

global sports-  
sponsorship  
market, in  
2025.<sup>2</sup>

## 2026 World Cup: The Most-Watched Sporting Event in History?

LA28 Olympics secure more than \$2 billion in sponsorships, surpassing Paris Games two years early

# Today We'll Cover...

- Emerging Issues in Sponsorships
- Collegiate Sports Marketing
- “Ambush” Marketing – Soccer Edition

# Emerging Issues in Sponsorships

# What Rights Can the Sponsor Obtain?

- In what Territory can the property grant rights?
- Does the property control marketing/media rights for the event?
- Does the property control rights to the venue? All events at the venue?
- Does the property have a relationship with the team or athletes?

# Superseding Rights

“Sponsor acknowledges and agrees that in the event that Stadium or any part thereof is selected as a venue for the Olympic Games, a World Cup qualifying event, a National Collegiate Athletic Association championship event, or other major event of similar (or greater) quality or stature (each a “Major Event”), determined in Licensor’s reasonable discretion, Licensor may be restricted in its ability to deliver some of the benefits (e.g., tickets or signage) described in Exhibit A during such Major Event.”



# Force Majeure

“In the event performance is prevented, rendered impossible or infeasible by an Act of God, any act or regulation of any public authority or bureau, civil tumult, strike, epidemic, interruption or delay of transportation services, war conditions, emergencies, or any other similar or dissimilar cause beyond the control of either party (each an “Event of Force Majeure”) it is understood and agreed by the parties that there shall be no claim for damages by either party against the other and each party's obligations hereunder shall be deemed waived.”

# Collection and Use of Consumer Data

“Any data collected by or on behalf of Sponsor from individuals in connection with any advertising, marketing, promotion, or sales activities conducted in connection with this Agreement including any use of the Licensed Marks (e.g., sweepstakes, Premium programs, promotional offers conducted in connection with the Program), including, without limitation, any personal information and aggregate analytical data (all such data, the “User Data”), shall be independently owned by the League and Sponsor. Sponsor shall ensure that its privacy policy (including any applicable sweepstakes or contest rules) permits it to share all such User Data with League, and does not restrict League’s ability to use such User Data in accordance with League’s privacy policy. Sponsor will provide League with User Data on a monthly basis.”

# Collegiate Sports Marketing

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# Settlement in House v. NCAA

- Revenue Sharing
- Back Pay
- Enforcement
  - Creation of College Sports Commission
  - NIL Go

→ Updated NCAA Bylaws

# More Sponsorship Opportunities



NCAA ▾ STUDENT-ATHLETES ▾ DIVISION I ▾ DIVISION II ▾ DIVISION III ▾

***Commercial sponsor advertisements approved for all regular-season football games***

← 2024



NCAA ▾ STUDENT-ATHLETES ▾ DIVISION I ▾ DIVISION II ▾ DIVISION III ▾

***DI Cabinet approves commercial patches for uniforms, equipment and apparel***

2026 →

# **Student-Athlete Name, Image, and Likeness Laws and Rules**

# Confusion and Inconsistency

- NCAA essentially waived its applicable bylaw (prior to House settlement)
- The NIL laws and rules are state by state, and even school by school - so there's no one-size-fits-all answer for student-athlete marketing
- The NIL laws and school rules are in flux



# With Respect to the Student-Athlete:

- Personal Time, Not Game/School Time.
- Marketing Agreements Must be Disclosed and Approved.
- Fair Market Value.
- No Contingencies for Athlete Payments.
- The “Term”.

# NIL Go Portal:

- Marketing Agreements Valued **\$600 or More in Aggregate** Must be Disclosed and Approved.
- NCAA Bylaw – submitted within **5 business days** of execution or agreement to payment terms.
- Approval Criteria:
  - School-associated entity?
  - Valid business purpose?
  - Is compensation within range of “similarly situated” athletes for similar terms?

## NIL Deal Flow Report

NIL Go Deal Activity Since Platform Launch

*All data below current as of Jan 1, 2026 12:01am Eastern*

✓ **CLEARED**

**17,321**  
total deals

**\$127.21M**  
total deals

✗ **NOT CLEARED** \*

**524**  
total deals

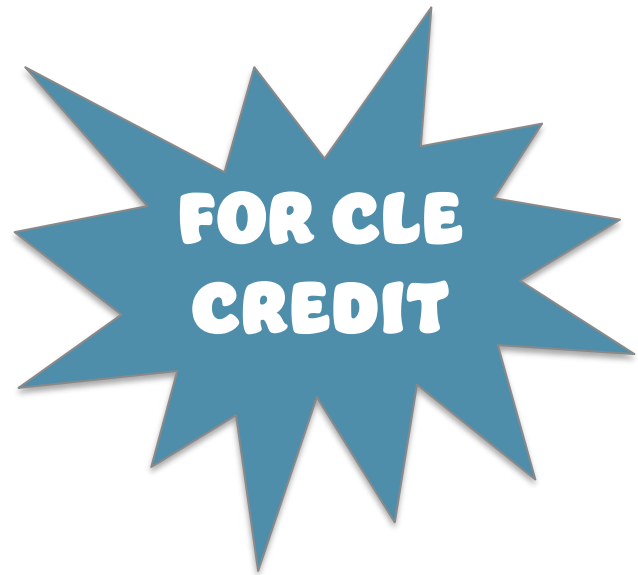
**\$14.94M**  
total deals

**Since the NIL Go platform launched on June 11, 2025, and through December 31, 2025:**

- 52% of deals submitted to NIL Go were resolved within 24 hours
- 73% of deals reached resolution within seven days following submission of all required information

### **Primary Reasons for "Not Cleared" Determinations:**

- Lack of a valid business purpose
- No direct activation of NIL rights (i.e., warehousing)
- Compensation not at rates and terms commensurate with similarly situated individuals



# CLE CODE WORDS

“NIL GO”

# **“Ambush” Marketing** ***Soccer Edition***

# What is “Ambush” Marketing?

“Ambush” Marketing generally refers to marketing and promotional activities by parties unaffiliated with a Property/Event that seek to take advantage of or misappropriate the goodwill and popularity generated by the Property/Event.

# Two General Forms

**By Association:** where an unaffiliated marketer (a) directly associates itself with a Property/Event by using the Property/Event's logo or name or (b) indirectly associates itself by using generic or descriptive references to the Property/Event.

# Two General Forms

**By Intrusion:** where an unaffiliated marketer seeks to obtain exposure during an Event, whether inside the arena or within its vicinity, with the goal of obtaining broadcast or other media coverage.



*“Ambush” marketing is  
legal in the U.S.  
...sort of*

# Potential Claims:

- Special Rights: *US' The Olympic and Amateur Sports Act ("Ted Stevens Act")*
- Specific Sports Law: *France's Sports Code (Articles L141-5 and L333-1)*
- Event Specific Legislation: *Italy's Law Decree 16/2020*

# Article III, Section 10 – Law Decree 16/2020

## **Ban on parasitic activities**

1. Parasitic, fraudulent, deceptive or misleading advertising and marketing activities are prohibited, carried out in relation to the organization of sporting events or trade fairs of national or international importance not authorised by the organisers and having the aim of obtaining an economic or competitive advantage.
2. They constitute parasitic advertising and marketing activities .prohibited pursuant to paragraph 1:
  - a) the creation of a link, also indirect, between a trademark or other distinctive sign and one of the events referred to in paragraph 1, capable of misleading the public as to the identity of the official sponsors;
  - b) the false representation or declaration in one's advertising that one is an official sponsor of an event referred to in paragraph 1;
  - c) the promotion of one's own brand or other distinctive sign through any action, not authorised by the organiser, which is likely to attract the public's attention, carried out on the occasion of one of the events referred to in paragraph 1, and likely to generate the erroneous impression in the public that the perpetrator of the conduct is a sponsor of the sporting or trade fair event itself;

Chi sarà il vincitore?

#ActivistsofOptimism zalando



zalando

Chi sarà il vincitore?  
L'amore vince sempre.

#ActivistsofOptimism



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# Potential Claims:

- Lanham Act
  - Trademark Infringement
  - False Association/False Endorsement
- Breach of Contract (ticket backs)
- Violation of “clean zone” ordinances
- Right of Publicity



“For your awareness, below, we have outlined several types of conduct that constitute ambush marketing:”

- Activities not using FIFA IP [*indirect associations*]
- Physical presence at FWC26 sites [*including stadiums and fan festivals*]
- Distribution of promotional items

- Branded promotional items in the stadiums
- Team Delegation Members [*players and coaches*]
- Use of Tickets for promotional purposes



## **5 - HOW TO CELEBRATE WITHOUT CREATING AN UNAUTHORISED ASSOCIATION**

There are legitimate ways to celebrate the Tournament without using the FIFA intellectual property or creating an unauthorised commercial association with the event. FIFA encourages businesses and the public to use generic football or country-related images and/or terminology that do not incorporate any FIFA intellectual property.



# Past Examples:



decolar.com

0800 721 6527

INÍCIO | Hotéis para o mundial | Passagens para o mundial | Pacotes para o mundial | Sedes | Seguir a sua seleção

**VIVA O MUNDIAL**

Hotéis | Passagens | Pacotes

Sede (Cidade)  
Escolha uma cidade

Entrada: dd/mm/aaaa Saida: dd/mm/aaaa

Quartos: 1 Quarto

Adultos: 2 Crianças: 0

Procurar

CONTAGEM REGRESSIVA PARA O MUNDIAL

157	22	49	24
DIAS	HORAS	MINUTOS	SEGUNDOS

Cidades

Mapa

Google

1000 km

Temas de Uso

# Major League Soccer v. Black & Decker

- Black & Decker's DeWalt line of tools ran numerous promotions targeting Hispanic consumers using MLS/SUM trademarks, tickets, and events



# Major League Soccer v. Black & Decker

- To protect official sponsor Makita, MLS sued, bringing the following claims:
  - trademark infringement
  - false designation of origin
  - false advertising
  - breach of contract (ticket backs)
  - deceptive practices

**Final Word: *Official Sponsors  
Can Prevent "Ambush"  
Marketing Too***



# Official Sponsors

- Be proactive and creative
- Leverage the official assets
  - Marketing assets
  - Use of official logos/marks
  - Access to tickets and VIP events
- Buy advertising time and space
  - assets beyond the official sponsorship

# Thank You!

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