



## CIRCULAR

LEG/CIRC/MMR011

TO THE ATTENTION OF ALL CAF MEMBER ASSOCIATIONS

### **Explanatory Guidance on Participating Member Associations' Commercial and Image Rights Obligations**

Dear General Secretaries,

This Circular is issued to clarify the scope and practical application of the commercial, marketing, media, and intellectual property provisions set out in CAF's Marketing & Media Regulations ("MMRs"). It aims to ensure uniform interpretation and consistent implementation by all CAF Member Associations.

This Circular forms an integral part of the regulatory framework governing CAF competitions and is binding upon any Member Association ("MA") that registers to participate in any CAF competition ("Participating Member Association" or "PMA"). By entering any CAF competition, each PMA consents to the obligations described herein.

#### **1. Definitions**

For the purposes of this Circular:

**Delegation Member** means any player, coach, medical or support staff, manager, official, media officer, representative, volunteer or any other accredited individual appointed by a PMA, including all members of its Participating Team.

**PMA Affiliate** means any commercial partner of a PMA with whom the PMA has a contractual relationship, including sponsors, suppliers, licensees, marketing partners, ticketing service providers, broadcasters, media partners, manufacturers, or any other commercial partner, whether such relationship is direct or indirect. For avoidance of doubt, this includes entities appointed by the PMA's national federation or national team.

**PMA Mark** means any emblem, symbol, logo, trademark, designation, or visual identifier belonging to a PMA, including any variation or translation thereof, whether registered or capable of registration.

**PMA Assets** refers collectively to all brand assets, apparel, image rights of Delegation Members, and any other rights or materials supplied, controlled, generated or owned by a PMA that are used or captured in connection with a CAF competition.

#### **2. Context**

CAF is the exclusive owner of all commercial rights relating to CAF competitions and is mandated to generate value that benefits African football through prize money, development programmes, annual subventions, capacity-building, and investment in operational infrastructure.



To achieve this, CAF enters into partnerships with sponsors, licensees, media rights holders and other commercial affiliates. These partnerships require the lawful use of PMA Marks, official apparel, Delegation Member image rights and other PMA Assets in a controlled and competition-related manner.

No PMA or PMA Affiliate may challenge CAF, its sponsors, partners or licensees for authorised uses conducted under the framework of CAF's rights.

### **3. PMA Obligations Relating to Intellectual Property and Team Assets**

By participating in any CAF competition, each PMA automatically grants CAF a worldwide, perpetual (subject to 99-year cap if required by law) and royalty-free licence to use—and to sub-license the use of—the following categories of PMA Assets, in connection with CAF competitions, related events, awards, preliminary competitions and CAF's football-related activities:

#### **3.1 PMA Brand Assets**

The name, crest, logo, colours, symbols, slogans and any other identifying indicia of the PMA or its national team, whether historical, current or future.

#### **3.2 Official PMA Apparel**

All visual representations of playing and training apparel used by the PMA in connection with CAF competitions (including manufacturer branding), as captured in audiovisual or photographic materials.

#### **3.3 Delegation Member Image Rights**

All identifying characteristics of Delegation Members, including names, initials, nicknames, squad numbers, photographs, likeness, voice, quotations, signatures, tattoos, audiovisual representations, performances, biometric data, statistics, movement and tracking data, and any other data captured or generated through CAF-sanctioned activities.

### **4. Permitted Uses of PMA Assets by CAF and its Commercial Partners**

The licence granted to CAF includes the right to display, reproduce, publish, disseminate and use PMA Assets in all media and formats, including for:

- promotion of CAF competitions;
- filming, recording and broadcasting of matches and related activities;
- editorial and news reporting;
- CAF reports, documentation and corporate publications;
- competition-related print or electronic publications;
- licensed products, merchandising, collectibles, video games, digital assets, NFTs, simulations, and other official products or services; and
- any offering provided by CAF commercial affiliates.

The licence also includes CAF's right to sub-license PMA Assets to sponsors, partners, licensees and other CAF commercial affiliates for uses within the scope of CAF's commercial rights, on a worldwide basis and for the duration of the relevant commercial agreements, provided such use complies with the safeguards set out in Section 5 of this Circular.

### **5. Collective Use Safeguards and Usage Modalities**



CAF commercial affiliates are permitted to use PMA Assets in a manner that:

- presents teams and Delegation Members collectively rather than individually;
- avoids disproportionate prominence of any PMA's assets, except for legitimate celebratory purposes;
- associates PMA Assets with at least [two (2) other PMAs or with a CAF competition mark for commercial activation, except for editorial use; and
- ensures no implication of endorsement by a single PMA, Delegation Member or individual.

Commercial and promotional uses of PMA Assets in connection with CAF competitions and events must be in any case authorized by CAF in advance. Such uses may occur at any time within six (6) months preceding the relevant CAF competition / event and up to three (3) months following the conclusion of the relevant CAF competition / event, allowing CAF partners to build awareness, activate marketing programmes, and reasonably justify their commercial investment.

Any use of PMA Assets outside the activation window specified herein shall constitute a material breach subject to disciplinary sanctions and financial deductions in accordance with the MMRs and CAF Statutes.

## **6. PMA Compliance**

Each PMA must ensure that no barrier—legal, contractual or operational—prevents CAF or its partners from exercising the rights outlined in the applicable CAF Regulations or in this Circular. This includes:

### **6.1 Provision of Materials**

PMA must supply, upon CAF's request and in any event no later than fifteen (15) days prior to the relevant Competition or as otherwise specified by CAF, in the formats and timelines prescribed by CAF:

- official high-quality PMA Marks;
- team and individual photographs;
- updated delegation lists and biographies;
- apparel reference images;
- any other materials required for marketing, broadcast, operational or media activities.

### **6.2 Obtaining Consents**

PMA must secure, at its own cost, all necessary consents from:

- Delegation Members,
- technical and support staff,
- any other relevant rights-holders,

authorising CAF to use and sub-license Delegation Member Image Rights and PMA Assets as required.

CAF may request written confirmation in a prescribed form.

PMA must ensure all consents comply with applicable data protection laws and regulations, including but not limited to consent for the collection, processing, and commercial use of



biometric and performance data. Written confirmations must be provided in the form prescribed by CAF and retained for audit purposes.

### **6.3 Avoidance of Claims or Interference**

PMA must ensure that neither it nor any PMA Affiliate, nor any player, agent, manufacturer, sponsor, supplier, licensee or media partner:

- raises objections or claims;
- initiates legal action or complaints;
- interferes with CAF-authorised uses; or
- attempts to restrict CAF commercial partners from exercising sub-licensed rights.

### **7. Indemnity and Liability Framework**

PMA acknowledge that:

- all authorised CAF uses of PMA Assets are lawful, valid and binding;
- any attempt to challenge such uses constitutes a breach of competition participation obligations;
- each PMA must indemnify and hold harmless CAF and its commercial partners against any claims, damages or losses arising from non-compliance, including from PMA Affiliates or Delegation Members.

Breach of this Circular shall be subject to sanctions under the MMRs, including disciplinary measures, financial deductions from prize money and subventions, and step-in rights as provided in Articles 3.2, 18.2, and 18.3 of the MMRs.

PMA cooperation is essential for maximising commercial revenue, increasing prize money, maintaining subventions, and supporting training, facilities and development programmes.

Compliance with this Circular directly strengthens the African football ecosystem and ensures equitable reinvestment across all Member Associations.

This Circular enters into force upon publication.

We thank you for taking note of this circular and forwarding it to your affiliated teams and clubs as well as to all relevant stakeholders.

Please accept our most cordial greetings.

Please do not hesitate to contact [legalaffairs@caflonline.com](mailto:legalaffairs@caflonline.com) for any questions.

**CONFEDERATION AFRICAINE**

**DE FOOTBALL**

Signed by:  
  
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Director of Legal Affairs & Compliance