

## Name, Image, and Likeness Policy

- 1.2.16 Name, Image, and Likeness (NIL):** Student-athletes may engage in certain commercial activities to receive tangible benefits. The NCHSAA website will retain up-to-date guidance.
- a) Student-athletes, parents/legal custodians, coaches, athletic directors, and principals must complete the NFHS Name, Image, and Likeness Course annually prior to the first contest.
  - b) Permissible NIL Conduct
    - a. A student-athlete may publicize their name, image, and likeness in the following manner:
      - i. Appearances
      - ii. Athlete-Owned Brands
      - iii. Autographs
      - iv. Camps and Clinics
      - v. Group Licensing
      - vi. In-kind Deals
      - vii. Instruction
      - viii. Non-Fungible Tokens (NFTs)
      - ix. Product Endorsements
      - x. Promotional Activities
      - xi. Social Media
  - c) Prohibited NIL Conduct
    - a. School personnel, including coaches, cannot use NIL as a means for recruitment and enrollment. See Undue Influence.
    - b. School personnel, including coaches, cannot facilitate deals or act as a student's, agent, or marketing representative.
    - c. A student-athlete cannot affiliate with the following to publicize their name, image, and likeness:
      - i. Product
        1. Adult Entertainment
        2. Alcohol
        3. Cannabis Products
        4. Controlled substances
        5. Firearms and Ammunition
        6. Gambling
        7. Prescription Pharmaceuticals
        8. Tobacco, Vaping, or other Nicotine Related Products
      - ii. School
        1. Member School, Conference, PSU, NCHSAA, or NFHS
        2. Activities which would interrupt the academic school day
  - d) Prior to student-athlete's participation while in an NIL agreement, at least the following must occur:
    - a. The student-athlete must disclose NIL agreements with the member school coach and athletic director.
    - b. The athletic director must submit NIL agreements of student-athletes to the NCHSAA in DragonFly

## NCHSAA Guidance for Name, Image, and Likeness Related To Interscholastic Athletics

The North Carolina High School Athletic Association believes every student-athlete has the right of publicity based on their unique name, image, and likeness (NIL). The NCHSAA is issuing this guidance to members schools to help student-athletes and their parents/legal custodians navigate NIL opportunities for tangible gain and retain athletic eligibility under NCHSAA rules and regulations.

In addition to defining key terms, this guidance illustrates what is considered permissible and prohibited conduct when carrying out NIL activities and highlights the consequences for violations. Most importantly, this guidance seeks to preserve the mission of the NCHSAA – to provide governance and leadership for interscholastic athletics in North Carolina that support and enrich the educational experience of students.

### Definitions:

For purposes of this guidance, the following definitions apply:

1. **NCHSAA Amateur Rule:** Students shall be considered amateurs who have not (1) been compensated for their athletic performance, (2) been compensated for enrolling at a particular school, (3) accepted items by virtue of being on a “free list” or “loan list”, or (4) competed under a false name.
2. **Student-Athlete:** Students who are legally enrolled and attending a member NCHSAA school and are participating on an interscholastic athletic team at the member NCHSAA school.
3. **Name, Image, and Likeness (NIL):** The three elements of an individual’s right to control the commercial use of their identity for tangible gain. This concept is also known as the right of publicity.
4. **NIL Collective:** A group of alumni, supporters, parents, or other people who form a corporation, limited liability company, partnership, non-profit organization, foundation, or other entity to provide NIL opportunities to student-athletes of a specific school.
5. **Player-led NIL Clubs:** Participating student-athletes who form an organized group to engage in NIL-related activities for the specific benefit of the club.
6. **Tangible Benefits:** Monetary payments, in-kind gifts, merchandise, clothing, equipment, entertainment tickets, etc.

### Education:

1. Student-athletes, parents/legal custodians, coaches, athletic directors, and principals must complete the NFHS Name, Image, and Likeness Course annually prior to the first contest.
2. The NCHSAA recommends student-athletes and parents/legal custodians understand the importance of contract negotiations and agreements:
  - a. Your Market Value
  - b. Legal Ramifications
  - c. Service Provided
  - d. Time Commitments
  - e. Alignment with NCHSAA Rules and Regulations
3. The NCHSAA recommends student-athletes and parents/legal custodians understand the implications of NIL agreements via financial literacy:
  - a. Financial Aid
  - b. Savings, Budgeting, and Debt
  - c. Taxes and Credit
4. The NCHSAA recommends student-athletes and parents/legal custodians understand the value in

personal brand development:

- a. How are you perceived by the outside world?
- b. Brand Affinity - the most enduring and valuable level of customer relationship and is based on the mutual belief that the customer and the brand share common values.
- c. Brand Alignment -Is it authentic to you and is it of interest to your target audience?

**Permissible and Prohibited Conduct:**

1. Permissible NIL Conduct

- a. A student-athlete may publicize their name, image, and likeness in the following manner:
  - i. Appearances
  - ii. Athlete-Owned Brands
  - iii. Autographs
  - iv. Camps and Clinics
  - v. Group Licensing
  - vi. In-kind Deals
  - vii. Instruction
  - viii. Non-Fungible Tokens (NFTs)
  - ix. Product Endorsements
  - x. Promotional Activities
  - xi. Social Media

2. Prohibited NIL Conduct

- a. School personnel, including coaches, cannot use NIL as a means for recruitment and enrollment. See Undue Influence in the NCHSAA Handbook.
- b. School personnel, including coaches, cannot facilitate deals or act as a student's agent, or marketing representative.
- c. A student-athlete cannot affiliate with the following to publicize their name, image, and likeness:
  - i. Product
    1. Adult Entertainment
    2. Alcohol
    3. Cannabis Products
    4. Controlled Substances
    5. Firearms and Ammunition
    6. Gambling
    7. Prescription Pharmaceuticals
    8. Tobacco, Vaping, or other Nicotine Related Products
  - ii. School affiliation
    1. Member school, conference, PSU, NCHSAA, or NFHS
    2. Activities which would interrupt the academic school day.

**Disclosures and Reporting:**

1. Prior to student-athlete's participation while in an NIL agreement, at least the following must occur:
  - a. The student-athlete must disclose NIL agreements with the member school coach and athletic director.
  - b. The athletic director must submit NIL agreements to the NCHSAA in DragonFly

**Violations:**

1. Violation of NCHSAA Handbook Rule 1.2.16 would render a student ineligible for 60 calendar days.
  - a. Prior to reinstatement, the ineligibility must be rectified.

**1.2.15 Amateur Rule** - Enforcement of this rule by the NCHSAA begins with a student's entry in the ninth grade.

- (a) Under no circumstance may an individual or team:
  - (i) **Receive improper inducements:**
    - i. **Student-athlete cannot be compensated for their athletic performance.**
    - ii. **Student-athletes cannot receive compensation or a promise of compensation for enrolling at a particular school.**
  - (ii) Accept items by virtue of being on a "free list" or "loan list."
  - (iii) Compete under a false name.
- (b) Per SBOE Rule 16 NCAC 06E .0204, an individual may accept a gift, merchandise, trophy, etc. provided it meets the following conditions:
  - (i) Does not exceed \$250.00 value per sports season;
  - (ii) The item(s) must be totally consumable and nontransferable (e.g., meals, trips, etc.) or labeled in a permanent manner (i.e., monogrammed, engraved, etc.); and,
  - (iii) Is approved by the local principal and superintendent.
- (c) A team or camp group may accept a gift, merchandise, trophy, etc. provided it meets the following conditions:
  - (i) Available to every member of the team; and,
  - (ii) Totally consumable and nontransferable (e.g., meals, trips, etc.).
- (d) A student is entitled to receive "essential expenses" for any particular game or games, in which he or she participates as a player, which includes meals, lodging and transportation for each particular game. Any remuneration beyond these essential expenses shall debar a student from future contests.
- (e) Accepting a nominal, standard fee, or salary for instructing, supervising, or officiating in an organized youth sports program or recreation, playground, or camp activities shall not jeopardize amateur status. An "organized youth sports program" includes both school and non-school programs.
- (f) A student is eligible to receive Operation Gold funds distributed by the US Olympic Committee.
- (g) A member school which has any connection with the presentation of a forbidden award, including but not limited to assisting in the selection of the person to receive the award, permitting the award to be given at a school function, or holding the award for a student until he or she has graduated, shall be subject to penalty.