

ARTICLE

# Athlete Image Rights and Cross Border Challenges in the UK and UAE

BY SARAH MALIK AND SEBINA NOREEN MALIK



## INTRODUCTION

The commercial use of athlete image rights has become an important aspect of modern sports law. As sponsorship deals, social media and cross border branding/international marketing continue to grow, an athlete's name, image and personal reputation have become increasingly valuable commercial assets. The legal protection of these assets becomes as crucial in jurisdictions applying different rules

This article seeks to discuss the differences in protection between the United Kingdom and the United Arab Emirates, two markets that are fast growing in recognition as global central sports and entertainment markets.

## PROTECTING IMAGE RIGHTS

There is no single universal law or regulation controlling an athlete's right to own and make money from their image, brand or personal identity and this is naturally complicated when athletes play across different countries. The rights are protected through contractual arrangements, intellectual property and copyright laws in different jurisdictions, privacy and personal rights and regulatory obligations.

With the commercial growth of so many sports such as football, cricket, BJJ, Motorsports including Formula One, boxing, horse riding and golf in the Gulf region, comes the natural need for specialist advice in relation to sponsorship deals, social media income and protection of image rights. Image rights are no longer minor clauses in contracts, they have become commercially valuable assets that require legal protection, careful management and regulatory compliance.

## UNITED KINGDOM (UK)

In the United Kingdom there is no specific law that gives athletes a standalone image right. English law instead protects an athlete's commercial identity and reputation through laws covering passing off/false endorsement, breach of confidence, misuse of private information, trademarks and enforcement of contractual rights.

The leading authority in this area is *Irvine v Talksport Ltd* [2002] EWHC 367 (Ch), where the Claimant was a former Formula One driver Eddie Irvine, who successfully challenged the unauthorised use of his image in a promotional advertisement holding a portable radio that had been digitally altered to display the Talksport logo, which created a false impression that he had endorsed the radio station.



The High Court held that the advertisement was a misrepresentation capable of damaging the reputation or commercial goodwill from being used without permission or consent. The three elements of passing off were established:

1. **Goodwill:** The athlete has an established reputation attached to their name, brand or business with commercial value.
2. **Misrepresentation:** a false representation against the athlete leads the public to believe the athlete was endorsed with a product or service when he was not.
3. **Damage:** the false representation has caused, or likely to cause damage to the athlete's reputation, goodwill or commercial value.

There is no need for the athlete to show a specific or direct loss of business, and this case confirms that unauthorised use of an athlete's image can constitute a misrepresentation giving rise to damage to commercial goodwill. Athletes may also bring claims under The Defamation Act 2013 if false statements cause serious harm to their reputation.

### UNITED ARAB EMIRATES (UAE)

In the UAE, there is no single law that provides protections to an athlete's personal rights, privacy, commercial image and reputation against unauthorised use. However, the UAE has strong privacy protections under its cybercrime<sup>1</sup> and data protection laws.<sup>2</sup> Any publication of photos, videos, or personal information about an athlete without consent may lead to both civil and criminal consequences, especially if it harms reputation or invades privacy. False statements, online abuse and social media attacks are all actionable.

Athletes are able to protect name, image, likeness, signature and personal branding through endorsement contracts and trademark registrations. Many athletes choose to register their names, logos and personal brands through the UAE intellectual property system.

An athlete may not need to prove that financial loss has occurred. It may be enough for an athlete to show that the unauthorised use of their image, exploitation or any false endorsement could cause reputation or commercial harm to the value of their brand and sponsorship opportunities.

Sports disputes in the UAE are usually resolved via contracts, arbitration, commercial litigation, governing body regulations and may also be dealt with via UAE civil law.



## **SPONSORSHIP AND COMMERCIAL CONFLICT**

Athletes are usually part of several commercial deals at the same time. A footballer may, for example, have a sponsorship agreement with the club, personal deals, a nutrition partnership and other business endorsement arrangements where they act as brand ambassador partners. These commercial relationships do not always work well together and may sometimes cause conflicts.

In the UK, sports organisations have strict rules on sponsorship and advertising deals. For example, Premier League clubs often require players to have prior approval before entering into personal endorsement arrangements where potential conflicts may arise with club sponsors. This is because sporting organisations seek to protect the commercial value and exclusivity value promised to sponsors.

Although the UAE is not as heavily regulated as the UK in relation to sponsorships or endorsements arrangements, these areas are equally important as disputes may arise where an athlete promotes a competing brand or social media posts conflict with a commercial deal, or an endorsement agreement that is poorly drafted.

Major sporting events in Abu Dhabi and Dubai often impose strict rules in relation to sponsorship controls, advertising and use of branding. As a result, international athletes competing in UAE competitions must carefully manage both their local contractual obligations and existing international sponsorship deals.

Problems may arise where sponsorship agreements are drafted too broadly or do not clearly define rights and obligations. Sponsorship disputes usually arise from exclusivity right conflicts, jurisdictional overlap and conflicting digital advertising activity. Without carefully drafted carve outs, exclusivity and conflict resolution clauses, disputes can quickly escalate.

## **SOCIAL MEDIA**

Social media has made athletes into powerful personal brands on platforms such as Instagram, TikTok and YouTube, which allow athletes to monetise their identity with direct access to their audience rather than solely sporting performances. Athletes are no longer dependent on traditional television broadcasters or advertisements to monetise their profile.

In the UK, sponsored posts and paid promotions are regulated by the Advertising Standards Authority (ASA) and the CAP Codes. Athletes (at times may also work as influencers) must make it clear when content is part of a paid partnership or advertising. Failure to disclose any commercial arrangements can result in regulatory action and reputational damage. Modern player contracts include rules relating to reputational harm, offensive content, sponsor conflicts, unauthorised commercial endorsements and misuse of club intellectual property, branding or logos.



Photo by Conor Samuel on Unsplash



The UAE has increased regulation to influencer promotional content which may require licences or regulatory approval depending upon the nature and location of the activity. Athletes promoting commercial products within the UAE market must therefore consider not only the terms of their sponsorship agreements but also media and advertising compliance requirements.

### **AI, DEEPFAKES AND DIGITAL REPLICATION**

The next generation of image rights disputes will likely be technology related. Artificial Intelligence (“AI”) can now create realistic digital versions of athletes, deepfake videos, virtual avatars and computer generated endorsements.

Neither the UK nor the UAE has fully caught up with these developments despite having comprehensive statutory frameworks in place dealing with unauthorised use of AI generated images.

While athletes may rely on existing legal protections such as, passing off, privacy, trade marks and contractual breaches, these remedies may not be sufficient as they were not designed with sophisticated, modern, AI technology in mind. The commercial value of athlete identity is expanding beyond physical appearance into virtual and algorithmic environments, creating new legal challenges for athletes, sponsors and sports organisations.

Athletes are able to protect name, image, likeness, signature and personal branding through endorsement contracts and trademark registrations. Many athletes choose to register their names, logos and personal brands through the UAE intellectual property system.

An athlete may not need to prove that financial loss has occurred. It may be enough for an athlete to show that the unauthorised use of their image, exploitation or any false endorsement could cause reputation or commercial harm to the value of their brand and sponsorship opportunities.

Sports disputes in the UAE are usually resolved via contracts, arbitration, commercial litigation, governing body regulations and may also be dealt with via UAE civil law.



Photo by Klara Kulikova on Unsplash

## CONCLUSION

Athletes are no longer just sports professionals. They are now global brands generating substantial income across complex legal and regulatory landscapes.

The UK has a well established framework for protecting commercial rights as well as contractual enforcement and compliance.

The UAE, meanwhile continues to develop international sports creating new commercial opportunities for athletes, clubs, sponsors and investors.

The main challenge is protecting, structuring and commercialising image rights properly without creating regulatory or contractual risk in sports.

Looking ahead, many future image rights disputes may be likely to arise from technology rather than traditional sponsorship arrangements. Artificial intelligence, digital replication and deepfake technology are creating new forms of commercial risks. Athlete images can be digitally reproduced, manipulated or simulated. Sports organisations, gaming companies and media platforms are investing heavily in virtual content, digital avatars and AI generated commercial experiences. Legal protections will need to evolve to keep up with technology to protect athletes in both physical and digital worlds.

## REFERENCES

- [1] [Federal Decree Law No. 34 of 2021 on Combatting Rumours and Cybercrimes](#)
- [2] [Federal Decree Law No. 45 of 2021 Regarding the Protection of Personal Data](#)

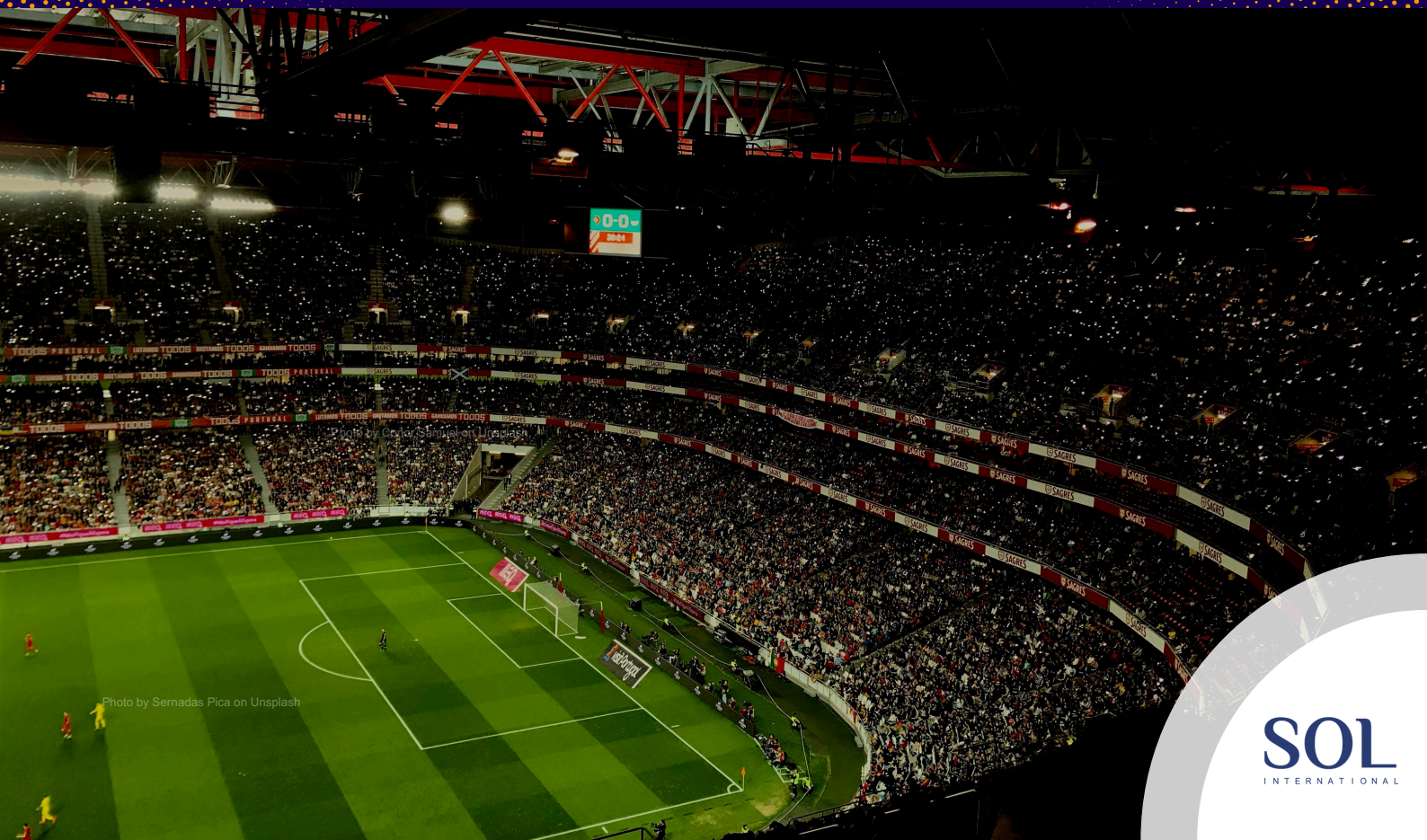


Photo by Semadas Pica on Unsplash

# Sarah Malik FCIArb

CEO and International Disputes Counsel  
[www.linkedin.com](http://www.linkedin.com)

Sarah Malik is an award-winning lawyer, arbitrator, speaker, and Founder of SOL International, a UAE- based boutique law firm established in 2018. She is recognised as a leading voice in dispute resolution, arbitration, commercial law, and the evolving legal landscape across the GCC.

Sarah's practice includes international commercial arbitration, litigation, private client, commercial advisory, fashion, and sports law. She has advised on a range of sports-related matters, and her client base includes athletes.



Her work includes acting for an ex-footballer, advising a world champion boxer on business interests in the UAE, and acting as GCC partner in relation to the Mike Tyson gym in Saudi Arabia, including contracts for key personnel. Sarah has also advised on major football-related matters, including conducting a medico-legal investigation for a Premiership football club involving doping allegations. She has also been involved in matters arising from the relegation of a football club and related staff dismissals.

In 2024, she devised and delivered the first accredited Sports Law module for LLB students at Middlesex University Dubai, the first of its kind in the GCC. Sarah regularly speaks at regional and international conferences and contributes to publications on sports law and legal reform across the GCC. Her work across sport, business, investment, and commercial disputes gives her a strong perspective on sports development within the GCC.

# Sebina Noreen Malik

Consultant Counsel | International Speaker

Sebina is a UK qualified solicitor with experience in litigation, dispute resolution, and commercial advisory matters across the UK and UAE. Sebina also has a particular interest in sports law, including athlete image rights, sponsorship arrangements, governance matters, and international commercial structures within the sports industry.

In her recent publication with Sarah Malik, Athlete Image Rights and Cross-Border Challenges in the UK and UAE, she touched on the legal and commercial complexities relating to the protection of athlete image rights. The publication explores issues of law, business, and sport, highlighting some of the challenges faced by stakeholders operating across different jurisdictions.

