



FINAL EMERGENCY REFERENDUM VOTE

BYLAWS (1)

ISSUE 1B – CREATE NEW BYLAW 4-11, PERSONAL BRANDING RIGHTS (NIL)

If passed, effective immediately.

☒ Initial Review-12/4/2024, 1/16/2025, 8/28/2025, 9/26/2025 ☒ Approved for Referendum- 9/26/25

Section 11. Personal Branding Rights/Name, Image and Likeness

Pursuant to Bylaw 4-10-1, a student may not participate in an interscholastic sport unless the student is an amateur. Pay-for-play (receiving payments simply for being a student-athlete), entering an agreement/contract with a professional sports team and improper recruiting inducements remain prohibited.

4-11-1 For purposes of this bylaw, Name, Image and Likeness (NIL)/Personal Branding Rights shall mean the use of self-publicity due to public recognition (athletic fame) and/or the notoriety a student may attain to receive a benefit through appearances, licensing, social media, endorsements and/or the use of branding.

Note 1: This bylaw has no connection to Bylaw 5, which permits a student to accept awards, gifts and prizes resulting from their participation/finish in athletic competitions. The requirements outlined within Bylaw 4-11 are solely related to a student-athlete's promotional and marketing efforts based on their public recognition (athletic fame) or notoriety.

Note 2: A collective is a third-party group, typically formed by alumni and supporters, that pools donations and fundraising to create and manage NIL/Personal Branding Rights opportunities for student-athletes. The collectives provide student-athletes with sponsorships, endorsement deals and other ways to monetize their NIL/Personal Branding Rights, bridging the gap between athletes and the brands or businesses looking to leverage their popularity and control their earnings from their public persona. Collectives are strictly prohibited.

4-11-2 A student may enter into an agreement/arrangement whereby the student capitalizes on their Name, Image and Likeness/Personal Branding Rights provided the following criteria are met:

- a) The student does not utilize the name, logos, mascots, trademarks or other proprietary properties of the OHSAA or any OHSAA member school or school team while receiving the compensation and/or during any promotions or imply that the OHSAA or the OHSAA member school or school team approves the NIL/personal branding activity, and
- b) The student does not engage in an NIL/Personal Branding Rights agreement that is provided by an OHSAA member school or an agent of the school (e.g. collectives, booster clubs, foundations, administrators, coaches or other individuals), and
- c) The student does not engage in any name and image/personal branding activities during school hours, while traveling to or from any OHSAA event or during school or team events including any practice, meeting, contest, tournament or any similar event or facility the OHSAA deems inappropriate or distracting (defined henceforth as "official team activities"), and
- d) The student does not engage in an NIL/Personal Branding Rights agreement that provides compensation based on specific athletic performance or achievement (e.g. points scored, etc.), and
- e) The student does not engage in an NIL/Personal Branding Rights agreement that is provided as an inducement to attend a particular school, and

- f) The student does not display the sponsor's product or otherwise advertise for a sponsor during official team activities, and
- g) The student is the only person impacted by the NIL/Personal Branding Rights agreement and this agreement shall never provide any money, merchandise, services of value or any other benefits directly to the student's school and/or team, and
- h) The student does not engage in an NIL/Personal Branding Rights agreement associated with gaming/gambling, alcoholic beverages, tobacco, cannabis, banned or illegal substances, adult entertainment products or services, firearms or other weapons or any other product or service the OHSAA deems inappropriate or distracting, and
- i) The student is responsible for determining what, if any, effect the NIL/Personal Branding Rights agreement may have on eligibility with the NCAA, NJCAA and/or the NAIA.

4-11-3 A student engaged in an NIL/Personal Branding Rights agreement shall disclose each agreement to the OHSAA within 14 days after entering into said agreement. Students who fail to disclose their agreement(s) or fail to disclose their agreement(s) in a timely fashion shall be subject to a period of ineligibility up to 20 percent of the sport season in which they participate and/or any other penalties as outlined in Bylaw 11.

Note: Details on how to disclose said agreement(s) shall be posted on the OHSAA website.

4-11-4 A student engaged in an NIL/Personal Branding Rights agreement shall also comply with any other applicable OHSAA bylaws and regulations and any applicable policies of his or her school.

4-11-5 If a student transfers to a school and the transfer can be shown to be reasonably linked to a student's NIL/Personal Branding Rights agreement, a rebuttable presumption shall exist that the student has been recruited, which is in violation of Bylaw 4-9. The Executive Director's Office may suspend the privilege of participation in interscholastic athletics during the pendency of any alleged violation of this bylaw.

4-11-6 Member school administrators and coaches shall have an obligation to educate the school community that any attempt to facilitate an NIL/Personal Branding Rights agreement to help secure the enrollment of a prospective student shall result in penalties as prescribed in Bylaw 11, including a review of the school's membership status.

4-11-7 Student-athletes with NIL/Personal Branding Rights deals, along their parents or guardians, are encouraged to seek professional advice, understand contracts thoroughly and prioritize academic and athletic commitments to protect the student-athlete's eligibility and long-term success. These activities should be regarded as a business, and participants should stay compliant with school and state regulations and focus on building a strong support system to avoid mismanagement of funds and protect future opportunities.

4-11-8 Any violation of Bylaw 4-11 shall be subject to penalties outlined in Bylaw 11.

Note: The Executive Director's Office may suspend the privilege of participation in interscholastic athletics during the pendency of any alleged violation of this bylaw.