

FASHION LAW & SPORTS HANDBOOK

A Practical Handbook on Intellectual Property, Commercialisation and Regulation



Published in 2026 by FLAA Publishing, the publishing arm of the Fashion Law Academy Africa (FLAA)

Lagos, Nigeria / Remote

www.fashionlawacademyafrica.org

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Fashion Law Handbook Series: HB 011

Fashion Law & Sports: A Practical Handbook on Intellectual Property, Commercialisation and Regulation

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Cover Design: FLAA Design Team

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How to Use the Handbook

This handbook is designed to be practical, accessible and easy to navigate. Each section introduces key legal concepts, explains their relevance to the fashion industry, and highlights practical considerations, examples and legal authorities. You do not need a legal background to use this handbook. It is designed for anyone seeking to better understand the legal issues shaping fashion.

This handbook is part of the FLAA Fashion Law Handbook Series, published by FLAA Publishing, the publishing arm of the Fashion Law Academy Africa. The expanded series explores fashion law through jurisdictional, sector-specific and emerging perspectives, providing deeper insight into the laws and legal issues affecting fashion across Africa and beyond.

Table of Contents

How to Use This Handbook	i
1. Understanding Fashion & Sportswear Law	01
The industry, its business models and the legal issues that shape it	
2. Intellectual Property in Sportswear	04
Trademarks, copyright, designs, patents and trade secrets	
3. Athletes, Image Rights and Brand Collaborations	08
Personality rights, endorsements, sponsorships and collaborations	
4. Counterfeiting, Enforcement and Disputes	12
Infringement, online enforcement, litigation, arbitration and customs	
5. Sustainability and Competition	16
Environmental claims, circularity, exclusivity and competition law	
Key Takeaways	19
Glossary	20
Further Reading	21

Understanding Fashion & Sportswear Law

01. What Is Fashion & Sports Law?

Fashion and sportswear law can be understood as the body of legal rules that affect the creation, protection, commercialisation, manufacture, marketing, distribution and enforcement of fashion and sportswear products and brands.

Sportswear is particularly interesting because the product itself may be both a fashion object and a functional technology. A running shoe, for example, may contain a protected brand, an industrial design, copyrighted artwork, patented technology and commercially confidential manufacturing information.

The legal framework therefore operates at several levels:

- Brand protection: trademarks, trade names and unfair competition.
- Creative protection: copyright and related rights.
- Product protection: industrial designs.
- Technical protection: patents and trade secrets.
- Commercialisation: licensing, sponsorship, merchandising and distribution.
- Personality: athlete name, image, likeness and reputation.
- Regulation: advertising, consumer protection, competition, data protection and product regulation.
- Enforcement: litigation, customs, criminal enforcement, online takedowns and alternative dispute resolution.

The international baseline is important. The WTO TRIPS Agreement establishes minimum standards covering copyright, trademarks, industrial designs, patents, undisclosed information and enforcement. ([World Trade Organisation](#))

In Africa, the African Union adopted the AfCFTA Protocol on Intellectual Property Rights on 19 February 2023, while the AfCFTA Protocol on Digital Trade was adopted on 18 February 2024. ([AU Static](#))

02. The Sportswear Business Model

A sportswear business may involve:

Brand → designer → athlete → team/league → manufacturer → distributor → retailer → consumer.

Each relationship creates different legal rights. A brand may own the trademark but license manufacturing to another company. An athlete may own their personal brand while granting an apparel company exclusive commercial rights. A football club may own its crest but license its use to a sportswear manufacturer. A manufacturer may develop technical innovations that raise questions about ownership under its agreement with the brand.

This makes the chain of title and contractual allocation of rights fundamental. The commercial model also determines the legal strategy. A company selling directly to consumers requires strong e-commerce, consumer and data compliance. A company licensing its brand requires careful territorial, product and quality-control provisions. A company developing technical fabrics needs a patent and trade-secret strategy.

03. Building and Protecting a Sportswear Brand

A sportswear brand may comprise of:

- the corporate name;
- product names;
- logos;
- slogans;
- colours;
- packaging;
- distinctive product shapes;
- trade dress;
- domain names;
- social-media handles;
- athlete associations;
- advertising assets;
- accumulated goodwill.

Trademark registration is therefore one of the most important early investments. For example, Nigeria's Trade Marks Act, Cap. 436, provides the principal statutory framework for trademark registration and protection. Ghana's Trade Marks Act, 2004 (Act 664) similarly provides for registration, opposition, ownership, licensing and infringement. Kenya's principal statute is the Trade Marks Act, Cap. 506. South Africa's Trade Marks Act 1993 protects registered trademarks, certification marks and collective marks and includes protection against dilution. ([WIPO](#))

For international expansion, the Madrid System allows trademark owners to seek protection in multiple jurisdictions through a centralised filing system. ([WIPO](#))

Intellectual Property in Sportswear

04. Trade Marks in Sportswear

Trademarks perform three central functions: identification, differentiation and commercial protection. Sportswear businesses may protect brand names, logos, product names, slogans, team names, athlete brands, certification marks, collective marks, and, where the law permits, non-traditional marks such as shapes, colours or sounds.

The sports context makes trademarks particularly valuable because sponsorship and merchandising depend on consumers recognising the source of products. WIPO identifies trademarks as central to sports sponsorship and merchandising. (WIPO)

Trademark strategy should consider:

- Territory. Protection is generally territorial.
- Class. Protection depends on the goods and services covered.
- Use. Many systems impose use requirements and permit cancellation for non-use.
- Expansion. Filing should anticipate planned product categories and markets.
- Enforcement. Monitoring should include marketplaces, social media, domains and physical markets.

05. Copyright and Sportswear Design

Copyright protects original expression, not an abstract idea. In sportswear, copyright may arise in textile prints, illustrations, graphics, photographs, advertising campaigns, videos, website content, packaging artwork, sketches, and certain artistic works incorporated into products.

WIPO specifically identifies original textile prints, surface patterns, sketches, photographs and videos as examples of fashion-related creative output that may attract copyright protection.

The difficult question is often where artistic expression ends and functional product design begins. Copyright law differs between jurisdictions in how it treats useful articles and separability.

Nigeria's Copyright Act 2022 is the current principal copyright statute and came into force in 2023. Ghana's Copyright Act, 2005 (Act 690) protects, among other things, artistic works and derivative works. Kenya's current framework is the Copyright Act, Cap. 130, as amended through 2022.

Key lesson: Do not assume that copyright automatically protects an entire garment simply because the garment is original. Identify the particular expressive elements and the applicable jurisdiction's rules.

06. Design Rights and Product Protection

Industrial design law is particularly important for sportswear because visual appearance is commercially significant. A design may concern shape, configuration, pattern, ornamentation, lines, colours, or combinations of these

features.

Ghana's Industrial Designs Act, 2003 (Act 660) provides for registration, ownership, licensing, infringement and international treaty application. South Africa's Designs Act 1993 distinguishes between aesthetic and functional designs. Kenya's Industrial Property Act, Cap. 509 covers industrial designs alongside patents and utility models. Morocco's Law No. 17-97 on the Protection of Industrial Property covers industrial designs as part of its industrial-property framework.

Internationally, the Hague System allows applicants to seek design protection in multiple jurisdictions through a single international application.

Practical point: For a sportswear launch, design protection should be considered before public disclosure, because novelty requirements may be lost depending on the jurisdiction.

07. Patents, Innovation and Performance Technology

Sportswear increasingly contains technology. Examples include cushioning systems, sole structures, moisture-management technologies, smart fabrics, wearable sensors, biometric monitoring, and manufacturing processes. Patents protect qualifying technical inventions, rather than merely attractive appearance.

Nigeria's Patents and Designs Act, Cap. 344 provides that an invention is patentable where, subject to the statutory requirements, it is new, results from inventive activity and is capable of industrial application. South Africa's Patents Act 1978 provides its principal patent framework.

International patent strategy may use the Patent Cooperation Treaty (PCT) to facilitate seeking protection across multiple jurisdictions. WIPO identifies the PCT as particularly relevant to fashion technologies such as smart textiles and sustainable materials.

08. IP Ownership and Chain of Title

Creating IP and owning IP are not necessarily the same thing. A sportswear business should determine ownership at the beginning of every relationship involving employees, independent designers, photographers, agencies, athletes, manufacturers, technology developers, universities, collaborators and influencers, among others.

Contracts should expressly address ownership, assignment, licence rights, territory, duration, permitted uses, moral rights where relevant, confidentiality, pre-existing IP and newly created IP.

09. Counterfeiting, Infringement and Parallel Trade

Sportswear is highly vulnerable to counterfeiting because strong brands create substantial consumer demand. An effective enforcement programme should combine IP registration, customs measures, marketplace monitoring, online takedowns, test purchases, investigations, civil proceedings, and criminal enforcement where available.

Parallel imports require separate analysis. A genuine product is not necessarily counterfeit, but whether the trademark owner can control resale may depend on the applicable exhaustion regime

Athletes, Image Rights and Brand Collaborations

10. Athlete Image and Personality Rights

An athlete's commercial identity can be an asset independent of their athletic performance. Depending on the jurisdiction, this may include their name, photograph, likeness, voice, signature, nickname, distinctive persona, reputation and associated trade mark rights. These rights do not arise from a single, universally applicable body of “image rights” law. Instead, protection varies considerably between jurisdictions and may arise through privacy law, passing off, unfair competition, trade mark law, copyright, contract or specific publicity and personality rights.

This makes contractual protection particularly important. An endorsement agreement should define precisely what the brand is permitted to use and the limits of that permission, including where the rights may be exercised, how long they will last, the media and platforms covered, the products to which they relate and whether the brand may edit or adapt the material. The athlete should also consider whether the agreement permits continued use of their image or content after the relationship ends.

11. Athletes as Designers and Brand Owners

An athlete may eventually move from being an endorser to becoming a fashion entrepreneur or brand owner. That transition introduces a broader range of legal considerations, including company ownership, trade mark registration, ownership of product designs, licensing, manufacturing and distribution arrangements, and potential conflicts with existing endorsement or sponsorship agreements.

These issues should be considered before the new venture is launched. An athlete who is subject to an exclusive footwear agreement, for example, may not be free to establish or endorse a competing footwear business. The legal review should therefore begin with the athlete's existing commercial rights portfolio, including agreements with sponsors, clubs, federations, agents and other commercial partners, before determining how the proposed business can be structured.

12. Designer, Athlete and Celebrity Collaborations

Collaboration agreements often involve several parties contributing different forms of intellectual property, creative input and commercial value. The central question is therefore not simply whether the parties have agreed to collaborate, but who owns what as a result of the collaboration.

The agreement should distinguish between intellectual property that each party brings to the relationship and rights created during the collaboration. It should establish ownership and any licence-back arrangements, as well as the parties' respective rights to revenue, territories, product categories, publicity and future use of the work. Where creative control or approval rights are important to the parties, these should also be clearly defined, together with any exclusivity obligations and the consequences of termination.

Particular attention should be given to what happens when the collaboration ends. The agreement should address products that have already been manufactured, remaining inventory, existing marketing materials and any continued use of the parties' names, images, trade marks or other intellectual property. Without clear post-termination provisions, a commercially successful collaboration can become difficult to unwind.

13. Endorsements, Ambassadors and Sponsorships

Sports sponsorship is fundamentally a rights-allocation exercise. An agreement may grant a brand rights to use an athlete's name and likeness, require appearances, permit social-media and content use, cover apparel or footwear, provide access to events and advertising opportunities, and establish exclusivity within particular product categories.

The provisions most likely to require careful negotiation include exclusivity, morality, termination and performance. Exclusivity should be defined by reference to the products, services and competitors that are actually relevant to the commercial relationship. A broadly drafted exclusivity clause can prevent an athlete from pursuing opportunities that fall outside the intended scope of the sponsorship.

Morality clauses also require precision. Rather than relying on broad language concerning conduct that may damage a brand's reputation, the agreement should establish the conduct that may trigger consequences, the applicable standard, any investigation or notice procedures and whether the sponsor may suspend or terminate the relationship. The athlete, for their part, should avoid granting rights that are materially broader than those required for the commercial purpose of the agreement.

14. Social Media, Influencers and Sportswear Marketing

Social media has become an important channel for sportswear marketing, but it also creates additional advertising, intellectual property and contractual considerations. Where an athlete or influencer has a commercial relationship with a brand, the nature of that relationship may need to be disclosed so that consumers are not misled into believing that sponsored content is independent editorial or personal content.

The same principle applies to the content itself. An agreement should establish who owns material created during the campaign, who may reproduce or repost it, whether the brand may edit or adapt it, the platforms on which it may be used and the period for which the rights continue. It should also address whether the brand may use the athlete's or influencer's account for paid advertising and what happens to the content once the commercial relationship ends.

The legal issue is therefore broader than whether an athlete or influencer created the content. The parties should determine who may use it, in what form, for what purpose and for how long.

Counterfeiting, Enforcement and Disputes

15. IP Disputes in the Sportswear Industry

Intellectual property disputes in sportswear may concern trade marks, passing off, copyright, designs, patents, ownership, licensing, counterfeiting or domain names. The starting point should be to identify the strongest legal right available and determine precisely what has been copied or misused.

For example, copying the appearance of a shoe may raise design rights issues, while copying its logo may constitute trade mark infringement. Reproducing an advertising photograph may raise copyright concerns, while copying patented technical functionality may give rise to a patent dispute. The same conduct can therefore engage several rights at the same time. A sound enforcement strategy should identify each relevant right and determine which provides the most effective basis for action.

16. Athlete and Endorsement Disputes

Disputes involving athletes and sportswear brands commonly arise from the unauthorised use of an athlete's image, breach of exclusivity obligations, failure to make contractual appearances, non-payment, termination, alleged reputational misconduct, promotion of competing products or continued use of

content after the agreement has ended.

The contract should be the first document reviewed. The scope of the rights granted, exclusivity provisions, performance obligations, termination rights and post-contract restrictions will often determine the parties' respective positions. Careful drafting can therefore prevent a dispute about personality or commercial rights from becoming more complicated than necessary and, in many cases, can turn it into a straightforward contractual issue.

17. Counterfeiting and Online Enforcement

Counterfeiting requires a coordinated enforcement strategy, particularly where infringing products are distributed through online marketplaces and social media. A rights holder should be able to establish ownership, produce relevant registration and product-authentication evidence, preserve evidence of infringement and identify the appropriate marketplace, customs or enforcement contact.

The legal response should also distinguish between counterfeiters, unauthorised distributors, consumers, marketplaces and legitimate resellers. These actors do not necessarily create the same legal problem and should not automatically be treated in the same way. Effective enforcement therefore depends not only on identifying infringement, but also on understanding who is responsible, where the activity is taking place and which form of intervention is likely to be effective.

18. Litigation, Arbitration and Alternative Dispute Resolution

The appropriate dispute-resolution mechanism will depend on the nature of the relationship and the remedy required. Litigation may be appropriate where urgent injunctive relief or public enforcement is important. Arbitration can provide a confidential mechanism for contractual disputes, particularly where the parties operate across different jurisdictions. Mediation may be preferable where preserving a commercial relationship is important, including in disputes involving athletes, sponsors, designers or collaboration partners.

These considerations should be addressed when the contract is drafted rather than after a dispute has arisen. Where appropriate, the agreement should establish the governing law, jurisdiction or arbitration mechanism, the seat of arbitration, applicable institutional rules, procedures for urgent or emergency relief, the language of proceedings and provisions governing service and notice. A clear dispute-resolution clause can significantly reduce uncertainty when a commercial relationship breaks down.

19. Cross-Border Enforcement

Sportswear businesses operate across borders even though intellectual property rights remain largely territorial. A product may be designed in Lagos, manufactured in China, shipped through Dubai, sold in Nairobi and advertised from London. Each stage can create different legal and enforcement considerations.

A cross-border strategy should therefore consider where the relevant intellectual property is protected, where the infringement occurred, where the goods are located, where the defendant operates, where relevant evidence can be obtained and where enforcement is realistically available. International frameworks such as TRIPS provide a common baseline, but the practical

procedure for protecting and enforcing rights will ultimately depend on the law of the relevant jurisdiction.

African sportswear businesses expanding internationally must make this early planning a top priority. Protection should be considered in the markets where products will be manufactured, sold, distributed or promoted, rather than only in the country where the business is established.

Sustainability and Competition

Sustainability has become a major issue in fashion and sportswear. Brands increasingly promote recycled materials, low-carbon production, circularity, sustainable packaging and environmentally preferable products.

20. Environmental Claims

Terms such as "sustainable", "eco-friendly", "green" and "carbon neutral" can communicate specific factual impressions to consumers. A business should therefore have evidence supporting its environmental claims. Broad claims are particularly risky when the underlying qualification is hidden or difficult for consumers to understand.

The European Union has increasingly developed rules addressing sustainability and environmental claims. Regulation (EU) 2024/1781, the Ecodesign for Sustainable Products Regulation, establishes a framework for sustainability requirements and includes measures concerning digital product information and unsold products.

These developments matter beyond Europe because African brands exporting into European markets may encounter European product and marketing requirements.

21. Circularity

Circular sportswear models may include:

- repair;
- resale;
- recycling;
- take-back schemes;
- rental;
- upcycling; and
- product recovery.

These models can create new contractual and regulatory questions. For example, a resale platform may need to determine responsibility for product authenticity, consumer complaints and intellectual property rights.

22. Sustainable Materials and Innovation

Innovation in materials can produce valuable intellectual property. New fibres, manufacturing processes, coatings and recycling technologies may raise patent questions. Product appearance may raise design issues, while brand claims about the material may raise consumer protection questions. Sustainability therefore intersects directly with intellectual property and commercial strategy.

23. Competition

Competition law becomes relevant when sportswear businesses restrict how competitors, distributors or consumers can operate.

Potential issues include:

- restrictive distribution arrangements;

- exclusive dealing;
- abuse of market power;
- anti-competitive agreements;
- resale restrictions; and
- agreements between competitors.

The legal test varies by jurisdiction. In Nigeria, the Federal Competition and Consumer Protection Act 2018 provides the principal federal competition framework. In international transactions, businesses may also need to consider competition regimes in the markets in which they operate.

24. The Global Regulatory Picture

Sportswear brands increasingly operate across multiple regulatory systems. A business selling from Africa into Europe, North America or Asia may therefore have to comply with requirements that do not exist in its home market. International expansion should consequently involve legal review before the product is launched, not after it reaches the market.

Key Takeaways

1. Sportswear products can involve several forms of intellectual property at the same time.
2. Trademarks protect brand identity, while designs, patents, copyright and trade secrets may protect other aspects of the business.
3. Athlete relationships should be governed by clear agreements covering image rights, intellectual property, exclusivity and commercial obligations.
4. Licensing and merchandising turn intellectual property and sporting rights into commercial assets.
5. Manufacturing and distribution agreements should address ownership, quality, confidentiality and compliance.
6. Performance, influencer and sustainability claims should be supported by appropriate evidence.
7. Wearables and smart sportswear can create data protection obligations.
8. Competition law may affect exclusivity, distribution and other commercial arrangements.
9. Counterfeiting requires a coordinated strategy involving intellectual property, online enforcement, customs and, where appropriate, litigation or alternative dispute resolution.
10. African sportswear businesses should develop national and international intellectual property strategies as they grow.
11. The AfCFTA intellectual property framework is part of an emerging continental architecture, but businesses must continue to assess the national laws and enforcement systems relevant to each market.
12. Legal strategy should be treated as part of business development, not something added after a dispute arises.

Glossary

- **Athlete Endorsement:** An arrangement under which an athlete promotes or recommends a product, service or brand.
- **Copyright:** Legal protection for qualifying original creative works.
- **Design Right:** Legal protection for qualifying visual or aesthetic features of a product.
- **Image or Personality Rights:** Legal rights governing the commercial or other unauthorised use of a person's identity, image or related attributes, depending on the jurisdiction.
- **Industrial Property:** A broad category of intellectual property that commonly includes patents, trademarks and industrial designs.
- **Licensing:** Permission granted by a rights holder to another party to use specified rights under agreed conditions.
- **Merchandising:** Commercial exploitation of names, brands, characters, symbols or other protected rights through products and related activities.
- **Patent:** An exclusive right granted for a qualifying invention for a limited period, subject to the applicable law.
- **Sportswear:** Clothing, footwear, accessories and related products designed for sporting, performance, fitness or associated lifestyle uses.
- **Trademark:** A sign used to distinguish the goods or services of one undertaking from those of others.
- **Trade Secret:** Confidential business information that derives value from being secret and is subject to reasonable measures to maintain its confidentiality.

Further Reading

- World Intellectual Property Organisation, *Sports and Intellectual Property*
- World Intellectual Property Organisation, *Intellectual Property in Fashion*
- World Intellectual Property Organisation, resources on sports branding, licensing and intellectual property
- World Trade Organisation, resources on the TRIPS Agreement
- African Union, *Protocol to the Agreement Establishing the African Continental Free Trade Area on Intellectual Property Rights*
- National intellectual property offices and regulatory authorities in relevant jurisdictions
- Applicable national legislation, regulations, case law and official regulatory guidance



The Handbook Series is a growing collection of practical, accessible guides that explore the legal issues shaping fashion for students, professionals, creatives, and fashion businesses.

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