



Online Distribution Policy

The following online distribution policy (the “Online Distribution Policy” or “Policy”) outlines the rules and restrictions regarding the sale of the NFL Players Association’s (“NFLPA”) licensed product(s) (“Licensed Products”) via online channels. This Policy applies to all licensees and sublicensees (collectively, “Licensees”), as well as all retailers (“Retailers”) seeking to distribute Licensed Products online.

1. **Marketplaces:** Licensees and Retailers shall not sell or distribute Licensed Product, either directly or indirectly, via any online marketplace without the NFLPA’s prior written approval, which shall be granted in the NFLPA’s sole discretion. “Marketplace(s)” shall be defined as any ecommerce website where consumer transactions are processed by the Marketplace operator and the products and/or services are provided by third parties (*e.g.*, participating wholesalers and retailers). By way of example only, and without limiting the generality of the foregoing, Marketplaces include, but are not limited to, Amazon (www.amazon.com), eBay (www.ebay.com), and Etsy (www.etsy.com).

2. **Licensee Ecommerce Websites:** Subject to the written approval of the NFLPA, Licensees shall be permitted to sell Licensed Products directly to consumers on their own ecommerce website. All references herein to a Licensee’s or Retailer’s “own ecommerce website” shall mean the actual website domain owned, controlled and operated by the respective Licensee or Retailer (*e.g.*, NFLPA’s own ecommerce website is www.shop.nflpa.com). Such ecommerce website(s) shall (a) identify the Licensee as the designer and manufacturer of the Licensed Product(s); (b) identify the Licensed Product(s) as “Officially Licensed Product(s) of the NFLPA;” and (c) display primary and secondary branding consistent with that of the NFLPA (*e.g.*, Top 50 Sales List). Further, such ecommerce website(s) shall not be co-branded with any third-party marks, insignia or branding.

3. **Retailer Ecommerce Websites:** Retailers shall not sell Licensed Products directly to consumers on their own ecommerce website without the prior written approval of the NFLPA. To obtain such approval, Retailers must submit an application via the NFLPA’s online portal (<https://www.nflpa.com/players/online-retailers-of-nflpi-licensed-products-application-form>). Administration and approval of Retailer applications shall be within the sole discretion of the NFLPA. All retailers authorized to sell Licensed Product(s) shall adhere to the ecommerce website guidelines set forth herein.

4. **Other Approved Third-Party Ecommerce Websites:** In addition to Licensees’ and Retailers’ own ecommerce websites, subject to the NFLPA’s written approval, all Licensed Products will be available for purchase via the following approved ecommerce websites: www.fanatics.com, www.fansedge.com, www.nflshop.com, www.shop.nflpa.com, NFL Member Club stores on the Member Club’s official website, and www.Profootballhof.com. Licensees and Retailers shall not offer any Licensed Products via the website of a third party, unless such third party is authorized in writing by the NFLPA to sell Licensed Products.

5. **Control of Transaction Experience:** Licensees and Retailers shall maintain control over, and responsibility for, all ecommerce transactions on their own ecommerce website(s). Licensees may advertise Licensed Product(s) on third-party websites, subject to the NFLPA’s written approval, provided that all transactions for such Licensed Product(s) occur on the Licensee’s/Retailer’s own ecommerce website and not on the third-party website (*i.e.*, payment transactions for the Licensed Product(s) may only take place on the respective Licensee’s ecommerce website). Notwithstanding the foregoing, Licensees and Retailers shall not be permitted to advertise their Licensed Products on any online Marketplace (as defined above).

6. **Use of NFLPA Intellectual Property in Digital Marketing:** Licensees and Retailers are not authorized to use the intellectual property of the NFLPA, NFL Players Incorporated (“NFLPI”), or NFL players (*i.e.*, names, nicknames, initials, autograph/signature (including facsimiles), picture, photograph, animation, image, likeness, or persona (“Identities”)) (collectively, “NFLPA Marks”) in connection with the online sale of Licensed Product(s), unless such use is pre-approved in writing by the NFLPA. For the purpose of clarity, such prohibited uses include, but are not limited to, the following: (a) using NFLPA Marks to indicate an ecommerce website sells Licensed Product(s); (b) purchasing, bidding on, or participating in auctions on internet search engines (*e.g.*, Alibaba, Amazon, Bing, eBay, Facebook, Google, Twitter, or Yahoo!) for any terms or variations of terms that include NFLPA Marks (*e.g.*, “[PLAYER NAME] jersey”); and (c) using NFLPA Marks in display advertisements, including, but not limited to, product listing advertisements or third-party Marketplace advertisements. It shall not be a violation of this Section 6 if NFLPA Marks are visible on Licensed Product(s) displayed for sale on authorized ecommerce websites.

7. **Counterfeits/Infringements/Ambush Marketing:** Licensees and Retailers are prohibited from selling, or selling to any third-party entity that the NFLPA believes has sold, is selling or is promoting: (a) counterfeit products; (b) products the NFLPA believes infringe on the NFLPA’s owned or controlled rights; or (c) products the NFLPA believes are designed to ambush the rights it owns or controls. Similarly, Licensees and Retailers authorized to sell Licensed Product(s) must (i) provide the NFLPA with the ability to immediately remove unauthorized products bearing NFLPA Marks sold in violation of this Online Distribution Policy (*e.g.*, on a Marketplace); or (ii) upon notice from the NFLPA, promptly remove any unauthorized products within twenty-four (24) hours. For the purpose of clarity, Licensee shall cause all authorized Retailers selling its Licensed Product(s) to provide the same.

8. **Compliance:** All Licensees and Retailers authorized hereunder to sell Licensed Product(s) online acknowledge the NFLPA has full authority to monitor and enforce this Online Distribution Policy. Upon notification by the NFLPA, any Licensee or Retailer in violation of this Online Distribution Policy shall be required to immediately cease such unauthorized activity. Further, in the event a Retailer is found or suspected to be in violation of this Policy, Licensee shall cause such Retailer of its Licensed Products to immediately cease shipment, sale, distribution, and/or digital marketing of such Licensed Product(s). In the event Retailer fails to comply with this Policy and upon notice from the NFLPA and/or Licensee, Retailer’s right to purchase future Licensed Product from Licensee shall automatically terminate and Licensee shall be prohibited from making such future sale. For the purpose of clarity, all Licensees authorized to sell Licensed Product are required to ensure that their Retailers comply with the terms and conditions of this Policy.

9. **Notice:** Licensees or Retailers who become aware of any violations of this Online Distribution Policy shall immediately notify the NFLPA of such activity and agree to assist the NFLPA in its efforts to enforce the terms herein. All such information and/or questions regarding this Policy shall be directed to distributionpolicy@nflpa.com.

10. **Reservation of Rights:** The NFLPA reserves the right, in its sole discretion, to amend this Online Distribution Policy in its sole discretion without prior notice in any manner and at any time.