



United States Australian Football League

A 501(C)3 Not-For-Profit Organization

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U.S. Australian Football League Policy

Policy Document: Intellectual Property Policy
Approved by: [Executive Board]
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Purpose: To establish clear policy, communication, and requirements for USAFL members, player participants, and associated individual regarding ownership, usage, and protection of USAFL intellectual property (IP).

Policy Statement: The USAFL is committed to fostering the growth and development of Australian Rules Football. As part of that commitment, the USAFL Intellectual Property Policy aims to prevent confusion, false affiliation, or harm to the USAFL, its reputation, and the reputations of those affiliated with it by ensuring that the names, logos, branding elements, and other such assets of the USAFL and its member clubs is respected and protected from unauthorized use.

A. Definitions:

1. "Intellectual Property" shall be defined as any creations generated for use in connections with the USAFL and its member clubs, including, but not limited to, the following. This includes rights protected under applicable copyright, trademark, trade dress, and related laws, whether or not formally registered.
 - a. Names, logos, slogans, mascots and other identifiers;
 - b. Designs, color schemes, uniforms, and visual branding;
 - c. Photographs, videos, livestreams, artwork, and promotional materials;
 - d. Written content;
 - e. Any other creative or proprietary assets used for branding, marketing, or operations.

B. Ownership of Intellectual Property

1. USAFL Intellectual Property

- a. The USAFL retains ownership of all IP created specifically for use by the USAFL as a whole, including, but not limited to, the following:
 - i. The USAFL's name, logos, slogans, and branding;
 - ii. Championship, tournament, and playoff titles;
 - iii. League-wide media content, official schedules, and rules;
 - iv. League websites or social media content managed by or for the USAFL.

2. USAFL Member Club Intellectual Property

- a. Each member club owns the intellectual property it creates for its own identity and use. This includes, but is not limited to, the following:¹
 - i. Club names, logos, and mascot designs;
 - ii. Uniform designs and club color schemes;
 - iii. Slogans, hashtags, and other club-specific phrases;
 - iv. Any written, photographic, or video content made specifically to promote or represent that club and not the league as a whole (ex: club social media content released on club social media platforms).

C. Use of USAFL and Member Club Intellectual Property

1. USAFL use of Member Club Intellectual Property

- a. By participating in membership to the USAFL, member clubs grant the USAFL a non-exclusive and royalty-free license to use their IP for official league purposes including, but not limited to, the following:
 - i. Publishing team names, logos, colors, or rosters on the USAFL website or social media platforms;
 - ii. Including member club branding in promotional materials, schedules, standings, and highlight reels;
 - iii. Using member club branding in materials related to league events.

¹ All USAFL Member Clubs retain ownership of their own IP and have the right to change or alter such content as names, logos, color schemes, or uniforms at any time, pending USAFL Executive Board approval. However, those USAFL Member Clubs with official AFL club affiliation may be bound by the terms set out in their sister-ship agreements regarding alterations to IP and/or merchandising and licensing rights.

- b. The USAFL encourages any member club grievances regarding such license or use of member club IP by the USAFL be communicating to the league in a timely and private manner. If at all possible, such grievances should be resolved through informal means.
2. Member Club use of USAFL Intellectual Property
- a. Member clubs may use USAFL-owned IP only for purposes directly related to league participation, including, but not limited to, the following:
 - i. Promotion of participation in league-sanctioned games or events;
 - ii. Sharing USAFL-created content on club social media platforms;
 - iii. Displaying USAFL logos, slogans, colors, or other materials when the USAFL has approved such use.
 - b. Member clubs may not use USAFL IP for commercial purposes, such as merchandise, sponsorships, or private events without prior written approval from the USAFL.
3. Media and Broadcast Use
- a. The USAFL maintains the right to use and share any recordings of league events for promotional, archival, training, or any other operational purpose. Member clubs also maintain the right to use media from their own games for their own promotional purposes.
4. Prohibited Uses
- a. The USAFL maintains the right to prohibit the use of USAFL IP in connection with obscene, discriminatory, illegal, or unrelated behavior.²
 - b. Neither member clubs nor individuals may alter logos, club names, color schemes, slogans, or other such content in a misleading or deceptive manner.
 - c. Neither member clubs or individuals should use IP to suggest official status, sponsorship, or endorsement where none exists.

² While USAFL Member Clubs retain ownership regarding their own IP, the USAFL retains the right to prohibit the official use of any names, logos, slogans, uniforms, or any such content that is seen to meet these criteria under the discretion of the USAFL Executive Board.

D. Use of Intellectual Property by Third Parties

1. No third party such as a business, sponsor, media outlet, or individual may use USAFL or USAFL Member Club IP without prior written authorization from the IP owner. This includes commercial use or use in a way that implies endorsement or sponsorship.

Examples of prohibited third party use include, but are not limited to, the following:

- a. A bar or restaurant promoting a “USAFL Nationals Happy Hour” using the USAFL and USAFL Member Club logos without prior authorization;
 - b. A local sporting goods store independently selling club merchandise;
 - c. Any other unsanctioned or unauthorized use of USAFL or member club IP.
2. The USAFL encourages fans to show support for the USAFL and its member clubs using USAFL or USAFL Member Club logos, names, or slogans so long as these uses are not for commercial purposes and do not imply any official relationship with the USAFL or its member clubs.

E. Merchandising and Licensing

1. League Merchandise
 - a. The USAFL may produce and sell merchandise that uses its own branding and proprietary IP.
 - b. The USAFL will not include member clubs logos without prior member club permission.
 - c. The USAFL will aim to use revenue from merchandise to support league operations or events.
2. Member Club Merchandise
 - a. USAFL Member Clubs may create and sell their own merchandise using their own branding and proprietary IP.³ USAFL Member Clubs are responsible for:
 - i. Ensuring designs do not misuse USAFL IP or the IP of other clubs;
 - ii. Managing production, sale, and distribution of any and all merchandise;
 - iii. Notifying the USAFL of any large-scale merchandising efforts.

³ While USAFL Member Clubs are free to engage in licensing and merchandising, the USAFL Executive Board retains the right to prohibit the sale of any merchandise found to be inconsistent with objectives and aims of the USAFL. The USAFL advises its member clubs to seek approval if any form of merchandise may violate this policy.

- b. USAFL Member Clubs may not create or sell merchandise that includes USAFL IP without prior written authorization from the USAFL.
- 3. Unauthorized Merchandise
 - a. Any individual or organization found selling or distributing merchandise using USAFL or USAFL Member Clubs without prior authorization may be asked to cease immediately and may be subject to the [USAFL Off-Field Disciplinary Policy](#).
 - b. The USAFL reserves the right to request that unauthorized merchandise using USAFL IP or USAFL Member Club IP be removed from sales platforms and may also seek legal action.

F. Protection and Enforcement of Intellectual Property

- 1. Commitment to Protection
 - a. The USAFL is committed to preserving the integrity and protection of all IP associated with the USAFL and its member clubs. This includes any names, logos, slogans, uniform designs, media content, and any other protected materials created in connection with league activities.
 - b. All USAFL participants, including member clubs, players, and partners, are expected to respect the IP rights of the USAFL and its member clubs. Unauthorized use of IP may result in reputational harm, consumer confusion, or legal liability.
- 2. League Enforcement Authority
 - a. The USAFL reserves the right to take reasonable action to address unauthorized or improper use of its own IP or, when appropriate, the IP of its member clubs. These actions may include, but are not limited to, the following:
 - i. Issuing formal cease-and-desist orders to individuals or organizations misusing protected IP;
 - ii. Requesting removal of misused IP from websites or social media;
 - iii. Disciplinary action under the [USAFL Off-Field Disciplinary Policy](#).
- 3. Member Club Responsibility for IP Protection

- a. Each member club is primarily responsible for monitoring the enforcing its own IP rights. While the USAFL may assist in certain matters, it does not assume ownership of member club IP or guarantee protection or enforcement. Member clubs are encouraged to:
 - i. Maintain records of their logos, slogans, and other branding elements;
 - ii. Use written agreements when working with designers, photographers, or other outside vendors;
 - iii. Consider pursuing trademark registration through the U.S. Patent and Trademark Office if broader protection is desired.
- 4. Limitation of League Involvement
 - a. The USAFL does not provide legal representation to member clubs or third parties and is not responsible for covering any legal fees or expenses related to intellectual property enforcement. Any party seeking formal legal action must do so independently and at its own discretion and cost.
- 5. Limitation of League Liability
 - a. The USAFL shall not be held liable for any acts, omissions, statement, or content created, published, or otherwise disseminated by any member club. The USAFL expressly disclaims all responsibility and liability for damages, losses, or legal claims arising from or in connection with the independent actions of its members clubs. By participating in USAFL activities, each member club agrees to indemnify and hold harmless the USAFL from any claims or liabilities arising from the member club's actions or failure to act.

G. Dispute Resolution

- 1. Scope
 - a. This section applies to disputes related to the ownership, use, licensing, or protection of IP associated with or between the USAFL or its member clubs. Disputes between member clubs and third parties outside of the USAFL's operations are outside the USAFL's jurisdiction and must be resolved by the parties involved.
- 2. Dispute Resolution Procedure

- a. All parties are expected to first attempt to resolve IP-related disputes informally and in good faith before requesting league intervention. The USAFL encourages resolution through cooperation, transparency, and mutual respect among all involved.
 - b. If an informal resolution is unsuccessful, an interested party may request the USAFL's assistance in mediating the dispute. Any requests should be made in writing to a member of the USAFL Executive Board and should include any and all relevant information.
 - c. If the USAFL determines that the request for intervention falls within its capacity to address such matters, the USAFL may appoint a neutral representative (such as an Executive Board member) to serve as an informal mediator.
 - d. If the parties accept the mediator's recommendations and determinations, the resolution should be recorded in writing and adhered to. If either party declines, they may pursue external options at their own expense.
3. No Legal Determinations or Remedies
 - a. The USAFL is not a legal authority and cannot issue formal legal determinations or compel parties to take or refrain from actions beyond the scope of league operations. The USAFL's role in dispute resolution is strictly to facilitate fair and practical resolutions for issues that affect the operations, image, or collaborative environment of the league.
4. Good Faith Participation Expectation
 - a. All USAFL member clubs and affiliates are expected to engage in the dispute resolution process in good faith. Refusal to cooperate, repeated violations, or retaliatory actions may result in disciplinary action under the [USAFL Off-Field Disciplinary Policy](#).

H. Amendment of Policy

1. The USAFL reserves the right to amend, modify, or revoke this policy at any time.