



LIBERTY FLAMES

Athletics Name, Image, and Likeness Policy

1. NIL Philosophy and Educational Resources

Liberty University (“Liberty”) is committed to helping athletes who participate in NCAA athletics (“student-athletes”) succeed on and off the field of play. To continue this mission into the name, image, or likeness (“NIL”) era of college athletics, Liberty Athletics will support NCAA student-athletes through its Soar initiative which will provide education on brand management, social media strategy, and more. The Soar initiative team is not permitted to provide legal representation to student-athletes or individualized advice. Student-athletes also have access to other on campus and online resources that are available to all Liberty students which student-athletes may tap for assistance in using their NIL (e.g., Intellectual Property Clinic and the Center for Financial Literacy). All programs or resources outside of the athletic department to support student-athlete NIL activities must otherwise be available to the general student population, as well.

2. NCAA Rules and Virginia Law

In July 2021, the NCAA adopted a rule allowing for student-athletes to use their NIL for compensation. The NCAA rule maintains the preexisting strict prohibitions on (1) receiving pay-for-play, and (2) receiving an improper recruiting inducement. The Commonwealth of Virginia enacted an NIL law that, amongst other things, generally prohibits universities from preventing student-athletes from earning compensation for the use of their NIL except as permitted in the law. Virginia’s NIL law also confirms that no student-athlete shall be considered an employee of an institution based on participation in intercollegiate athletics. Liberty intends this Liberty Flames Athletics Name, Image, and Likeness Policy (“Policy”) to promote compliance with applicable laws and NCAA rules, to clarify student-athletes’ rights to receive compensation for the use of their NIL, and to preserve student-athletes’ eligibility.

Liberty’s student-athletes are responsible to understand and to follow all applicable laws, NCAA rules, conference rules, as well as this Policy. Neither Liberty or Liberty Athletics, (or any trustee, officer, director, employee, or agent of such entities) may arrange or be involved in an individual student-athlete’s or prospective student-athlete’s NIL activity, though student-athletes are encouraged to direct questions to the Liberty Athletic Compliance Office at Compliance@liberty.edu with any questions regarding compliance with this Policy. Neither the Compliance Office nor any Liberty staff members (coaches, administrators, faculty, or other University employees) may facilitate any transaction between any student-athletes and a third party, represent student-athletes in NIL matters or otherwise provide individualized legal or business advice to student-athletes, unless such individualized advice is part of a resource program generally offered and available to all Liberty students. Liberty



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encourages student-athletes to obtain professional representation by an athlete agent and/or attorney who is licensed pursuant to Virginia law.

3. NIL Activities and Compensation

Liberty student-athletes may, subject to applicable law, NCAA rules, and this Policy, use their NIL for compensation. Compensation student-athletes receive must be in return for a service provided (“quid pro quo”). These compensable NIL activities include, but are not limited to, activities such as promoting a business, endorsing and promoting products and services, working and operating sports camps, providing lessons, and signing autographs. Compensation student-athletes receive may be in-kind (e.g., food) and/or monetary, and student-athletes may receive NIL compensation from Liberty donors and sponsors so long as the compensation meets the criteria of this policy.

Neither student-athletes nor prospective student-athletes may receive compensation for any NIL activity: (a) in excess of its market value; (b) that is provided in whole or in part for the student-athlete or prospective student-athlete to attend, remain enrolled, participate, or perform at Liberty; or (c) that is directly tied to athletic performance or achievements.

Liberty will not declare a student-athlete ineligible for competition or reduce, cancel, or refuse to renew an athletic scholarship because a student-athlete earns compensation for the use of his or her NIL or obtains professional representation by an athlete agent or attorney in connection with issues related to NIL.

Student-athletes and prospective student-athletes may not receive compensation for NIL activities from Liberty or at the direction of Liberty, its employees, its faculty, or its staff, including athletics department staff and coaches.

4. Team, Academic, and Institutional Obligations

NIL activities may not conflict with academic, official team, or department activities, including competition, practice, travel, academic services, community service, and promotional activities. This means that student-athletes may not engage in NIL activities during team travel, while at competition sites (home and away), and during any other required Liberty academic, community (e.g., convocation), team or athletic department activity.

5. NCAA, Liberty, and Virginia Restricted Categories

Student-athletes may not engage in NIL activities that conflict with any Liberty policies (e.g., The Liberty Way) or NCAA or conference rules. Furthermore, in accordance with applicable law, student-athletes may not earn compensation for NIL activities in connection with the following: casinos or gambling (including sports betting); alcohol and alcoholic beverages; adult entertainment; cannabis, cannabinoids, cannabidiol, or other derivatives (not including hemp or hemp products); dangerous or



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controlled substances; performance enhancing drugs or substances (e.g., steroids, human growth hormone); drug paraphernalia; tobacco, alternative nicotine products, and electronic smoking products and devices; and weapons, including firearms and ammunition.

Student-athlete NIL activities may not conflict with an existing agreement between Liberty and a third party. If a student-athlete discloses a potential agreement that conflicts with an existing Liberty agreement, Liberty will disclose the relevant terms of the conflicting agreement to the student-athlete.

6. Liberty Intellectual Property

Liberty does not permit student-athletes to use its marks and logos (including proprietary fonts), including those used by its Athletic Department, unless the student-athlete has received written permission from Liberty's Marketing Department and followed the processes Liberty requires for third party use of its marks and logos. Liberty does not otherwise permit student-athletes to use Liberty-produced content for NIL purposes (e.g., photos and videos taken or produced by members of Liberty's creative services team; including photos and videos that have been edited to remove Liberty marks and logos).

7. Use of Liberty Facilities and Physical Property

Liberty does not permit student-athletes to use its team uniforms or team issued apparel with logos for NIL activities unless Liberty gives express written permission. Permission may be obtained by contacting Liberty's marketing department. Student-athletes may use Liberty's other property and facilities for NIL activities by following standard Liberty procedures for rental and usage of such facilities by students and outside entities. This includes all rental fees, insurance requirements, waiver of liability forms, etc. that Liberty customarily uses for the rental of such facilities to students for comparable activities. Student athletes and any outside entities may not use Liberty's facilities to provide tours and other experiences that Liberty personnel customarily provide unless Liberty gives express written permission.

8. Use of Agents or Other Professional Service Providers

Student-athletes may secure legal counsel and other agent representation for the purposes of NIL activities. The following restrictions apply to any student-athlete representatives:

- An athlete agent or attorney representing a student-athlete for these purposes must be licensed pursuant to Virginia law.
- It remains impermissible for a student-athlete to agree to representation for the purpose of a future professional athletic contract.
- Contracts with legal counsel and agents for NIL activities may not be for longer than the duration of the student-athlete's athletic career at Liberty.



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9. Disclosure of NIL Activities

Student-athletes must disclose their NIL activities through the INFLCR App or website. Student-athletes shall disclose any agreement into which they will enter that provides compensation for the use of NIL through the INFLCR App or website prior to the execution of the agreement. This is not an approval process but a disclosure and review process on behalf of the Athletics Compliance Office to ensure compliance with this Policy. If a student-athlete discloses a potential agreement that conflicts with an existing Liberty agreement, Liberty will disclose the relevant terms of the conflicting agreement to the student-athlete.

10. Other Considerations

International student-athletes should contact International Student Services prior to entering into any NIL agreement as these agreements may create immigration issues.

Compensation student-athletes gain via NIL activities may impact those student-athletes who are receiving a Pell Grant or other need-based financial aid. Those students should reach out to Student Financial Services and the Athletics Financial Aid representatives prior to undertaking any NIL agreement.

11. Penalties

Failure to comply with this Policy and the disclosure requirements above may result in penalties (from the Commonwealth of Virginia, the NCAA, the conference, and/or Liberty University) that could impact student-athlete's eligibility to participate in intercollegiate athletics and maintain an athletics scholarship.

Please contact Compliance@Liberty.edu with any questions regarding this Policy.