



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 cannot 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 the athletic department to support student-athlete NIL activities must otherwise be available to the general student population.

2. NCAA Rules and Virginia Law

In July 2021, the NCAA adopted a rule allowing 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 for understanding and following all applicable laws, NCAA rules, conference rules, and this Policy. Student-athletes may direct questions regarding compliance with this Policy to the Liberty Athletic Compliance Office at Compliance@liberty.edu. Student-athletes are strongly encouraged to obtain professional representation by an athlete agent and/or attorney who is licensed pursuant to Virginia law.

3. NIL Activities and Compensation

Liberty, including Liberty Athletics (and any trustee, officer, director, employee, or agent of such entities) shall not: (i) arrange an individual student-athlete’s or prospective student-athlete’s NIL activity; (ii) facilitate any transaction between any student-athletes and a third party in a manner that is inconsistent with NCAA rules, conference rules, or other applicable law, as interpreted by Liberty Athletics in consultation with the Office of Legal



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Affairs; or (iii) 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 student-athletes may use their NIL for compensation, subject to applicable law, NCAA rules, and this Policy. Student-athletes' compensation 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. Student-athletes' compensation 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 any 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



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alcoholic beverages; adult entertainment; cannabis, cannabinoids, cannabidiol, or other derivatives (not including hemp or hemp products); dangerous or 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) ("IP"), including those used by its Athletic Department, unless the student-athlete has received prior written permission from Liberty. To request permission to use Liberty's IP, student-athletes must submit the Name, Image, Likeness – Limited Logo Use Form to Liberty's Marketing Department and follow the processes Liberty requires for third-party use of its IP. Liberty may require compensation for the use of its IP in a manner consistent with market rates or prior practice. 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 submitting the Name, Image Likeness – Limited Logo Use Form. Student-athletes may use Liberty's other property and facilities for NIL activities by following standard Liberty procedures for the 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 to rent 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:



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- 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.

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 who receive 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

Liberty's Athletic Director (or his designee) will determine appropriate penalties for violation of this Policy after considering the nature of the violation, the Student Honor Code, and other applicable University policies. Potential penalties include, but are not limited to, additional education requirements, roster removal, ineligibility to participate in intercollegiate athletics, and scholarship termination.

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