

## **APPENDIX 'N'**

### **GUIDELINES REGARDING NAME, IMAGE AND LIKENESS (NIL)**

The GHSA does not specifically prohibit students from engaging in certain commercial activities as individuals. These activities, commonly referred to as name, image and likeness (NIL), will not put a student's amateur status at risk provided the student meets all the requirements for maintaining amateur status in compliance with GHSA by-law 1.92-c and providing there is no violation of by-laws prohibiting influencing a student to attend or remain at a member school under GHSA by-law 1.70 (Recruiting/Undue Influence/Following The Coach).

A student-athlete may benefit from the use of their name, image and likeness (NIL) in compliance with GHSA by-law 1.92-c provided:

- The compensation is not contingent on specific athletic performance or achievement.
- The compensation is not provided as a incentive to enroll or remain enrolled at a specific school.
- The compensation is not provided by the school or any person acting as an agent for the school.

The following guidelines are in effect for NIL activities:

- Intellectual property - No "marks" may be used including, but not limited to, school logos, school name, school uniforms, school mascot, or any trademarked GHSA logo or acronyms.
- No school apparel or equipment shall be worn, which includes school name, school uniforms, school logo, school mascot or any apparel displaying trademarked GHSA logos or acronyms.
- No member school facility may be used for the purpose of name, image and likeness activities.
- No activities in conflict with a member school's local school district policy may be endorsed. (Examples include, but are not limited to, tobacco products, alcohol products and controlled substances.)
- Students and their families should seek professional guidance as to how NIL activities could impact collegiate financial aid and/or tax implications, among other issues.
- Within seven (7) calendar days after entering into any type of NIL contract/agreement, a student, or the student's parents/guardians, must notify the Principal or Athletic Director of the student's school of entering into that agreement.

#### **AMENDMENT TO APPENDIX "N" OF THE GHSA BYLAWS**

Appendix N of the GHSA Bylaws is hereby amended as follows:

By adding thereto the following language to the guidelines in effect for NIL activities:

No student-athlete may be a member of nor receive compensation or any other benefit from a Collective or NIL Club. A Collective is defined as any group organized or existing for the purpose of compensating or benefiting an individual student athlete or a group of student athletes of a member school. NIL Clubs are defined as a group of student athletes organized or existing for the purpose of soliciting funds or other benefits from fans, members or other sources, managing or promoting NIL activities of student athletes or otherwise providing funds or other benefits to an individual student athlete or group of student athletes.

Booster Clubs are not considered Collectives or NIL Clubs if such Booster Club is operated under the supervision of a member school and provides monetary or other benefits to school athletic facilities, school athletic equipment, school team meals or other school team benefits rather than to an individual student athlete or group of student athletes.

Student athletes violating this guideline may be subject to loss of eligibility to compete in GHSA activities and any member school which knowingly allows any student athlete to violate these guidelines may be subject to fines, forfeiture of contests, probation and being declared ineligible to compete in post season GHSA contests or activities.

