

# Code of Conduct for Gambling Related Agreements in Football (the 'Code')



## 1. Background

- 1.1. As part of the 2020 Gambling Act 2005 Review, and the subsequent release of the White Paper 'High Stakes: Gambling Reform for the Digital Age', sports bodies including football's governing organisations committed to agreeing a set of guiding principles (the 'Principles') to help shape a gambling sponsorship code of conduct for sport. These Principles are set out in Section 2 of this Code.
- 1.2. Following detailed cross-sport dialogue, the following Code has been drafted by the Premier League, The English Football League, the Women's Super League (the 'Competitions') and The FA as part of that commitment, to be applied across all of professional football and those matches played by clubs who are members of the Competitions.
- 1.3. The football industry is committed to ensuring that gambling sponsorship is undertaken in a socially responsible manner, and that the output of Gambling Related Agreements are suitably reinvested back into football and its communities. The Code recognises that the relationship between gambling and football must be conducted responsibly to protect supporters from gambling related harm as well as wider communities linked to football clubs across the country.

### How the Code works and its application

- 1.4. The Code has been created to complement existing statutory requirements contained within the Gambling Act 2005, and those relevant provisions within the UK Code of Non-broadcast Advertising and Direct and Promotional Marketing (the 'Cap Code'). In no way does the Code absolve Competitions, Clubs or Gambling Companies party to Gambling Related Agreements from any of those existing requirements or provisions. This Code has been drafted collectively by the Competitions to cover Gambling Related Agreements within professional football. Each of the Competitions has endorsed the Code and agreed to publish it on their respective websites. To the extent that Competitions and Clubs have Gambling Related Agreements, they have committed to adhering to the Principles.
- 1.5. It is the responsibility of the respective Competitions and Clubs to ensure that where they have entered into Gambling Related Agreements, that the Gambling Companies party to those agreements are aware of the Principles and the examples contained within the Code.
- 1.6. Where a Gambling Related Agreement provides consumers in the UK with facilities for gambling, Competitions and Clubs should only enter into agreements where the Gambling Company is licensed by the Gambling Commission or captured as part of a 'White Label Partnership'. In the event that a Competition and/or Club enter into a Gambling Related Agreement with a Gambling Company that is not providing consumers in the UK with facilities for gambling and is therefore not licensed by the Gambling Commission, they must adhere to those relevant requirements under the Gambling Act 2005 that relate to advertising and 'unlawful gambling'.
- 1.7. The Competitions will review the contents of this Code on a regular basis to ensure it reflects best practice regarding responsible gambling.

## 2. The Principles

- 2.1. The Competitions and Clubs will adhere with the following four general principles regarding gambling sponsorship as part of Gambling Related Agreements:

### 2.1.1. Protection

*To protect Children and other vulnerable persons, gambling sponsorship must be specifically designed to limit its reach and promotion to those under the age of 18 (Children) and those at risk of gambling related harm.*

### 2.1.2. Social responsibility

*Gambling sponsorship must be promoted and delivered in a socially responsible way. This includes ensuring that education and awareness messages are provided as part of all marketing activities.*

### 2.1.3. Reinvestment

*The commercial income raised from gambling sponsorship must be reinvested back into infrastructure and programmes that serve football fans and communities. This includes investment in staging strong competitions, improving infrastructure such as stadia and training facilities and providing community and grassroots participation opportunities for local communities.*

### 2.1.4. Integrity

*Gambling sponsorship must not compromise the integrity of football competitions nor harm the welfare of those participants who take part in them.*

## 3. Applying the Principles

- 3.1. The following provides examples of how the above Principles should be applied. They are separated into the following categories:

3.1.1. Those that relate to Competitions and Clubs;

3.1.2. Those that relate to only Clubs; and

3.1.3. Those that relate to only Competitions.

- 3.2. These examples should only be applied by those Competitions and Clubs that have Gambling Related Agreements in place, with the exception of paragraphs 3.7.1, 3.7.2 and 3.9.1 below, which should be applied regardless.

- 3.3. These examples should not be considered exhaustive.

### Protection

#### 3.4. Competitions and Clubs

3.4.1. Ensuring that the design of gambling sponsorship as part of Gambling Related Agreements limits its reach and promotion to Children, and those at risk of gambling related harm.

3.4.2. Ensuring that no gambling sponsor logos or other promotional materials relating to gambling sponsorship as part of Gambling Related Agreements are included on any materials or section of a website which have been designed to be viewed or used specifically by Children.

3.4.3. Ensuring that no gambling logos or other promotional materials relating to gambling sponsorship as part of Gambling Related Agreements appear on any kit and clothing worn

by staff and/or any branded materials and items used at community events (including trophies) with attendees that are predominantly Children and/or other vulnerable persons.

3.4.4. Ensuring that no gambling sponsorship logos or other promotional materials relating to gambling sponsorship as part of Gambling Related Agreements appear on kit and clothing worn by members of the matchday ball team.

### 3.5. Clubs

3.5.1. Prohibiting gambling sponsorship logos (both front of shirt and sleeve) on replica kits designed for Children.

3.5.2. Ensuring that mechanisms exist to enable supporters to have the ability to purchase adult replica kits that do not include gambling sponsorship logos, in the event that they are not otherwise available for purchase.

3.5.3. Ensuring more broadly that no gambling sponsorship logos or other promotional materials relating to gambling sponsorship as part of Gambling Related Agreements appear on any merchandise or products manufactured for and sold by Clubs and that are designed specifically to be used by Children.

3.5.4. Ensuring that those areas of a Stadium designated for the exclusive use of family groups and Children do not display gambling sponsorship logos or other promotional materials relating to gambling sponsorship as part of Gambling Related Agreements.

3.5.5. Ensuring that the sponsorship deriving from Gambling Related Agreements do not extend to any 'family days' at Clubs.

3.5.6. Ensuring that no gambling sponsorship logos or other promotional materials relating to gambling sponsorship as part of Gambling Related Agreements appear on:

- a. Club mascots or any other individual or character that is predominantly aimed at Children; and/or
- b. Kit and clothing worn by Children who are matchday mascots.

3.5.7. Ensuring that Academy teams with Players predominantly under the age of 18 do not play in kit featuring gambling sponsorship logos.

### 3.6. Competitions

3.6.1. Ensuring that for any match days organised by a Competition:

- a. areas of a Stadium designated for the exclusive use of family groups and Children do not display gambling sponsorship logos or other promotional materials relating to gambling sponsorship as part of Gambling Related Agreements.
- b. Kit and clothing worn by members of the matchday ball team does not include sponsorship logos relating to gambling sponsorship as part of Gambling Related Agreements.

3.6.2. Prohibiting entering into Gambling Related Agreements that relate to the sponsorship of Academy football competitions.

3.6.3. Prohibiting Gambling Companies from sponsoring awards relating to Players under the age of 18 (such as 'Young Player of the Month Awards').

## Social Responsibility

### 3.7. Competitions and Clubs

- 3.7.1. Ensuring awareness for Participants and particularly professional footballers of the support services for gambling addiction, including (among other things) the services provided by Sporting Chance and the Professional Footballers Association (the 'PFA'). The Competitions have a wide-ranging partnership with the PFA through which they provide funds to the Players' union to provide services to Clubs and Players. These include annual in-club educational workshops with professional Players and Academy Scholars, and a 24/7 wellbeing and addiction helpline for Players past and present that provides counselling on gambling and other addiction issues. Additionally, the PFA offers access to a national network of 275 fully trained counsellors and the Sporting Chance clinic through its long-standing partnership.
- 3.7.2. At the discretion of Competitions and Clubs, the participation in national campaigns to promote socially responsible gambling, for example, the '*Safer Gambling Week*' initiative.
- 3.7.3. Ensuring that appropriate channels exist for all stakeholders to raise concerns about any Gambling Related Agreements.
- 3.7.4. Sign posting for supporters in respect of how to access:
  - a. educational materials to fully explain the risks associated with gambling; and
  - b. information relating to avenues of support such as the National Gambling Helpline operated by GamCare, if required.
- 3.7.5. Ensuring that a reasonable and proportionate portion of gambling sponsorship inventory promotes responsible gambling messaging, which may include social media posts, websites, perimeter boards and/or match day programmes. Sponsorship should include a commitment to meaningful responsible gambling messaging.
- 3.7.6. Ensuring that where a Gambling Company is provided with the use of any tickets or hospitality by a Competition or Club and that Gambling Company is licensed by the Gambling Commission, it is on the understanding that it adheres to the Gambling Commission's Licensing Conditions and Codes of Practice ('LCCP') in respect of social responsibility. This includes those conditions relating to rewards and bonuses for high value customers and the Gambling Commission's High Value Customers Industry Guidance.
- 3.7.7. Ensuring that Competition and Club social media accounts do not include any 'calls to action' or links to the Gambling Company's website in any 'organic' content.

## Reinvestment

### 3.8. Competitions and Clubs

- 3.8.1. Improving sporting infrastructure such as:
  - a. Stadiums, to improve the spectator experience; and
  - b. Club training grounds and Academies, to improve the training, education and development of Academy footballers.
- 3.8.2. Enhancing the provision of welfare and education services that are available to all Participants and particularly footballers such as sufficiently resourcing Player Care teams.
- 3.8.3. Funding relating to activities delivered by associated charitable organisations, for the public benefit to promote participation in sport and advance social development.

3.8.4. Reinvestment to ensure the continued success of the Competitions.

## **Integrity**

### **3.9. Competitions and Clubs**

3.9.1. Taking appropriate steps to ensure the education of Participants about The FA's betting rules, which include the prohibition of betting directly or indirectly on football matches or competitions worldwide, betting on other matters concerning or related to football and the passing of inside information where that information is used for betting purposes. Those steps should include specific education programmes for Club staff and footballers, including age specific programmes for younger footballers within Club Academies.

3.9.2. Specific provisions contained within Gambling Related Agreements requiring the Gambling Company to:

- a. Where they are licensed by the Gambling Commission, maintain their compliance with all aspects of their Gambling Commission LCCP. This includes:
  - i. the provision of information in respect of cheating, reporting suspicion of offences and betting integrity;
  - ii. the Betting Social Responsibility Code;
  - iii. Responsibility for third parties ie, 'White Label Partnerships'
- b. Ensure promotional materials offering gambling services are not specifically designed to target Participants.

### **3.10. Clubs**

3.10.1. Ensuring compliance with the relevant Competition's Rules that relate to Gambling Related Agreements. This includes, for example, the requirement for Premier League Clubs to ensure that prior to entering into a Gambling Related Agreement, the other party (or parties) to the Gambling Related Agreement enter into a Memorandum of Understanding with the League, pursuant to Premier League Rule J.5.

## **4. Implementation**

4.1. As part of adhering to the Code, Competitions and Clubs agree to the following:

4.1.1. to disclose a list of active Gambling Related Agreements, with that information publicly disclosed as part of a central register to be updated at the beginning of each Season.

4.1.2. For Competitions, to draft and publish a collective annual statement at the end of each Season detailing how the Competitions and Clubs have implemented the Code and the Principles contained within. That statement should include:

- a. the list of active Gambling Related Agreements during that Season;
- b. clear examples of work conducted by Competitions and Clubs to help support adherence to the Code; and
- c. details of any instances where a Competition or Club has been found to not adhere to the Code.

## 5. Complaints

### Stage One

- 5.1. Should any individual (the '**Complainant**') wish to raise a complaint about a Competition or Club failing to adhere to the Principles of the Code, as a first course of action, they should contact the Competition or Club and ask them to resolve the issue.
- 5.2. The Complainant should write to the Competition or Club directly and set out the following:
  - 5.2.1. for verification purposes, valid contact details for the Complainant (name, email or postal address and phone number);
  - 5.2.2. evidence of the failure to adhere to the Principles of the Code; and
  - 5.2.3. how they would like the Competition or Club to resolve the issue.
- 5.3. The Competition or Club has up to 12 weeks to resolve the complaint, depending on what the complaint relates to. There may be exceptional circumstances where it is reasonable to expect more than 12 weeks is required to resolve the complaint. The Competition or Club should keep the Complainant updated throughout the process and provide a final response confirming the outcome.
- 5.4. Where a Competition or Club has not setup a specific channel for complaints relating to the Code, complaints should be submitted to the general information or support services email addresses for the Club or Competition.

### Stage Two

- 5.5. If any Complainant is not happy with the Competition's or Club's final response, or if the Competition or Club does not provide a response within 12 weeks or, in exceptional circumstances, the timeframe communicated by the Club or Competition to the Complainant, they can ask the Independent Football Ombudsman (the 'IFO') to consider the issue.
- 5.6. The IFO will not consider any complaints that have not exhausted Stage One of this section of the Code; or
  - 5.6.1. have already been raised;
  - 5.6.2. in the reasonable opinion of the IFO do not fall under the remit of the Code (i.e do not relate to a failure to adhere to any of the Principles);
  - 5.6.3. in the reasonable opinion of the IFO are considered to be frivolous or vexatious in nature; or
  - 5.6.4. are subject to any existing legal action.
- 5.7. Complaints should be submitted on an Application Form or via the IFO's online portal which are both accessible via <https://www.theifo.co.uk> . Alternatively, Complainants may contact the IFO if they require them to be sent an Application Form in the post or to raise a complaint via other accessible channels.
  - a. The Independent Football Ombudsman  
Premier House  
1 – 5 Argyle Way  
Stevenage  
SG1 2AD  
contact@theifo.co.uk  
0330 165 4223
- 5.8. Complaints must be submitted to the IFO within three months of the Complainant receiving the Competition's or Club's final Stage One response.

- 5.9. The Complainant should submit details of the complaint using a method set out above and which should include the following:
- 5.9.1. contact details for the Complainant;
  - 5.9.2. details of the Competition or Club's Stage One response and why it's considered unsatisfactory;
  - 5.9.3. which section(s) of the Code the Complainant alleges the Competition or Club has failed to adhere to;
  - 5.9.4. evidence supporting the Complainant's allegations; and
  - 5.9.5. how the Complainant would like the issue to be resolved.
- 5.10. Where the IFO receives multiple complaints regarding ostensibly the same issue, the IFO may, in its absolute discretion, deal with the complaints as one multi-Complainant case.
- 5.11. Upon receiving a completed Application Form and any supplementary evidence, the IFO will seek a response from the relevant Competition or Club which should be submitted within a reasonable time frame. The IFO will also take into consideration:
- a. any guidance documents that have been issued by the Competitions to their respective Clubs providing examples of how they should adhere to the Code; and
  - b. any matters relating to 'transition', ie, where it is not possible for a Competition or Club to adhere to the Code at that point in time due to existing contractual commitments.
- 5.12. After considering all the evidence, the IFO will respond to the Complainant and the other parties to inform them whether or not it has upheld the Complaint. In doing so the IFO may:
- 5.12.1. inform the parties that no further action is to be taken, because the case has no merit or that it does not agree with the Complainant, or the Competition or Club has already responded reasonably; or
  - 5.12.2. inform the parties that it has upheld all or part of the complaint including the reasons why, together with any recommendations which in the case of a Club could include referring the matter to its competition organiser for appropriate action to be taken. The IFO can recommend steps for the Competition or Club to take to resolve the issue or hear their own proposals to put things right and to ensure it adheres to the Code in the future. The IFO cannot recommend that any form of financial compensation is paid to the Complainant.
- 5.13. In general, it may take the IFO up to three months to review complaints and provide a decision. This may vary depending on the volume and complexity of each complaint.

## 6. Definitions

- 6.1. **Academy** means an establishment for the coaching and education of footballers in age groups between under-9 and under-21 and operated by Clubs in accordance with the relevant rules of the Competitions that are in force from time to time.
- 6.2. **Children** means anyone under the age of 18, which is the minimum legal age for gambling in the UK.
- 6.3. **Club** means an association football club in membership of either the Premier League, the English Football League or the Women's Super League.
- 6.4. **The FA** means The Football Association.

- 6.5. **Gambling Company** means a company involved in the provision of betting, gaming, lottery or other gambling related products, services or facilities.
- 6.6. **Gambling Related Agreements** means any agreement: (a) which concerns any advertising, marketing, promotion, supply or provision of betting, gaming, lottery or other gambling related products, services, brands or facilities (whether as part of a shirt sponsor contract, the appointment of a gambling partner or otherwise); and/or (b) where the business activities of any of the parties (or of an associated undertaking to any of the parties) to such agreement include the provision of betting, gaming, lottery or other gambling related products, services or facilities.
- 6.7. **Participant** means a participant as defined in The FA's rules from time to time.
- 6.8. **Stadium** means those stadia used by Competitions or Clubs for the hosting of football matches, and in respect of Clubs, relates to the home Stadium where they play the majority of their matches.