

Don't Get Red-Carded: The FIFA Compliance Rules That Could Derail Your FIFA World Cup 2026™ Marketing

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Toronto and Vancouver are about to be on the global stage during the FIFA World Cup 2026™, and we anticipate that the attention won't stop at the stadiums and official fan zones. If you run a business in or around these cities, you may already be thinking about how to ride the wave with soccer themed promotions, specialized offers, and targeted social media content. However, the World Cup® layers on a unique set of compliance obligations particularly concerning ambush marketing activities and protection of the World Cup® tournament and FIFA brand assets.

The Fédération Internationale de Football Association ("FIFA") treats the FIFA World Cup™ tournament brand as a major commercial asset. It actively polices unlicensed uses of its intellectual property and prohibited marketing activities by businesses who attempt to create an unauthorized commercial association with FIFA and capitalize on the goodwill of its brand assets (i.e. "ambush marketing"). This has implications for businesses if any of its promotional materials use protected tournament branding (logos, words, symbols, and other identifiers) without authorization or if they misrepresent an official association or affiliation that does not exist. Accordingly, brand owners and businesses should educate their marketing teams and proceed cautiously when engaging in any World Cup®-related tournament marketing.

The Biggest (and Most Avoidable) Trap: Unlicensed Use of FIFA's Intellectual Property

Many businesses may be unaware that terms which appear to be common or generic, such as WORLD CUP® and WORLD CUP 2026™ are in fact trademarks owned by FIFA in association with an extensive list of goods and services. FIFA's trademarks, logos, and other identifiers like the FIFA®, WORLD CUP®, and FIFA WORLD CUP TROPHY Design® marks are protected in Canada and globally through trademark, copyright, and/or other forms of intellectual property protection. This means that your business cannot include any FIFA-owned marks on signage, menus, storefront displays, social media graphics, or promotional materials unless you are an official sponsor or have authorization from FIFA or one of its official licensing partners.

The Disclaimer Myth

There is a misconception that adding a disclaimer will shield your business from legal risk. For example, phrases like "unofficial viewing party" or "not affiliated with FIFA" may feel like a safety net but the use of such disclaimers do not protect your business from potential trademark infringement, copyright, and/or passing off issues under Canadian law. If your brand's advertising creates a false or misleading impression that you are affiliated with FIFA or you are using FIFA-owned trademarks in the absence of any proper authorization or licence, a small-print disclaimer at the bottom of such advertisement will not resolve the issue.

Why This Matters in Real-World Terms: Legal Risk Becomes Business Risk

The implications of using another brand owner's trademarks or logos without permission can result in significant legal and business

costs and reputational damage. Brand owners like FIFA have a range of legal remedies available to enforce their rights in Canada, including for trademark infringement, passing off and depreciation of goodwill under the *Trademarks Act*, copyright infringement under the *Copyright Act*, or misleading advertising under the *Competition Act*. These remedies may include injunctive relief compelling immediate cessation of the infringing conduct, monetary damages based on either the infringer's profits or harm to the brand owner's reputation, and orders for the seizure and destruction of infringing products.

Beyond litigation costs, the practical consequences of enforcement action can be significant. For example, a business that receives a cease-and-desist letter or court order may be required to remove signage, take down online content and social media posts, destroy printed materials and merchandise, and halt all promotional campaign activities – often at considerable expense to the business and on short notice. The costs of reprints, redesigns, rush production, and wasted inventory can accumulate quickly. Reputational harm may also follow, particularly where the infringement becomes public or attracts media attention.

A Safer Way to Market

There's plenty of room to run creative, effective promotions that tap into the excitement and buzz of the World Cup® without creating legal risk to your business. The key is to focus on the broader themes of the event and use generic phrases (that are not protected as trademarks) like "match day celebrations," or "goal-worthy deals", use original designs, and avoid using the FIFA name, or FIFA and World Cup® tournament marks and logos unless you've been granted a licence or you're an official FIFA sponsor or partner. As well, if you are running social media campaigns, be especially careful with hashtags and imagery and avoid using official FIFA hashtags, reposting official FIFA content in a commercial context, or overlaying your brand onto tournament imagery if you don't have proper authorization.

Finally, before launching any World Cup®-themed campaign, have legal counsel review your marketing materials, social media content, merchandise, and promotional offers. A quick legal check can help you avoid potential pitfalls and prevent costly surprises down the road.

Bottom Line

The FIFA World Cup 2026™ creates commercial opportunities for businesses, but it also creates legal risk for those who don't comply with FIFA brand-protection rules and Canadian laws. With the right game plan – proper planning, an understanding of protected brand assets, and timely legal advice – you can score big without getting red-carded.

The information and comments herein are for the general information of the reader and are not intended as advice or opinion to be relied upon in relation to any particular circumstances. For particular application of the law to specific situations, the reader should seek professional advice.

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