

Offside or Onside? Antitrust Challenges in Soccer

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1. Summary of the ABA Webinar “Offside or Onside? Antitrust Challenges in Soccer”

On June 18, 2026, during the 2026 FIFA World Cup, the ABA’s Antitrust Law Section hosted a webinar titled “Offside or Onside? Antitrust Challenges in Soccer” that explored the evolving landscape of antitrust in professional soccer worldwide. The webinar examined three key topics: (1) the nexus between antitrust laws and league governance rules in professional soccer; (2) labor antitrust issues affecting professional players; and (3) antitrust oversight of broadcasting rights. The expert panel featured three speakers: Edna Falla-Quintanilla, Head of Corporate Legal for FIFA in Miami, FL; Antoni Terra, a partner at Skadden in Brussels, Belgium; and Casey Halladay, a partner at McCarthy Tétrault in Toronto, Canada. Manuel Mertel Morillo of Eonic Partners in Madrid, Spain moderated the panel.

2. Antitrust Law and League Governance Rules in Professional Soccer

The panel's first topic explored the nexus between antitrust law and soccer federations' governance rules for leagues. Ms. Falla-Quintanilla opened the discussion with an ongoing antitrust case in the U.S. District Court of Puerto Rico. In this lawsuit, the Puerto Rico Soccer League ("PRSL") is suing Puerto Rico's soccer federation Federación Puertorriqueña de Fútbol ("FPF"), the international governing body FIFA, and the regional confederation CONCACAF.¹ PRSL alleged that certain governance rules of FPF and FIFA constituted a Sherman Act Section 1 antitrust violation and restricted entry into, and lowered output in, a claimed relevant market for soccer leagues in Puerto Rico.² For example, PRSL alleged that an exclusive sanctioning rule—which prohibits any soccer league in Puerto Rico unless FPF explicitly sanction it—enabled FPF to launch its own league (Liga Puerto Rico) to unlawfully withhold players and resources from PRSL's soccer league (LigaPro).³ Addressing FIFA's defense in this matter, Ms. Falla-Quintanilla framed this antitrust case as a "domestic matter" between the PRSL and FPF, arguing that FPF acted autonomously based on its own governance rules, rather than executing a purportedly anticompetitive mandate from FIFA.

Mr. Terra redirected the governance discussion from the Caribbean to Europe, analyzing the European Court of Justice ("ECJ") ruling on the proposed European Super League ("ESL"). By way of background, in April 2021, a group of 12 clubs from the top-flight domestic soccer leagues in England, Spain, and Italy announced plans for a new league (the ESL) that could rival UEFA's established Champions League tournament.⁴ However, UEFA, FIFA, and other soccer federations refused to recognize the ESL. For example, UEFA maintained that the ESL is "a project that is founded on the self-interest of a few clubs," while soccer is "based on open competitions and sporting merit."⁵ The founders of the ESL filed a competition lawsuit against UEFA and FIFA before the Commercial Court in Madrid, Spain, alleging that those federations' governance rules violated EU competition law.⁶ After the Spanish court referred the matter to the ECJ, the court determined that UEFA's and FIFA's role in organizing soccer leagues is an economic activity subject to EU competition law.⁷

Mr. Terra further highlighted the ECJ's recognition that UEFA and FIFA play a dual role, acting as regulators of soccer leagues on the one hand, and as economic participants in those leagues on the other hand. He expressed concern over the ECJ's ruling that UEFA and FIFA abused a dominant position because their governance rules are not subject to criteria that ensure those rules are "transparent, objective, non discriminatory and

proportionate.”⁸ While acknowledging that this legal framework is helpful, Mr. Terra emphasized that the “devil will be in the details” regarding how these criteria would apply in practice. He cautioned that a stringent interpretation of governance rules could strip soccer federations of the flexibility they need to govern the sport effectively. Furthermore, Mr. Terra questioned the growing tendency in Europe to classify UEFA’s and FIFA’s governance rules applicable to new soccer leagues as “by object” antitrust violations. He argued that this per se classification of governance rules unduly shifts the burden of proof onto the soccer federations, diminishes the role of economic analysis in assessing the impact of governance rules on competition, and makes it inordinately difficult for soccer federations to defend against antitrust allegations in a manner that reflects industry reality.

Finally, Mr. Halladay framed the governance discussion within U.S. antitrust precedents. He discussed the North American Soccer League (“NASL”) antitrust lawsuit against the United States Soccer Federation (“USSF”) and Major League Soccer (“MLS”), filed in the U.S. Eastern District of New York in September 2017. NASL alleged that specific USSF governance rules constituted a Sherman Act antitrust violation because they prevented NASL from competing with MLS in Division I or with United Soccer League (“USL”) in Division II.⁹ For example, NASL alleged that a stadium capacity requirement (a minimum of 15,000 seats for all Division I stadiums), a time-zone requirement (teams spread across at least three different U.S. time zones), and a minimum team requirement (at least 10 teams for a league to achieve Division I status) all functioned as unlawful barriers to entry that shielded MLS from competing with new entrants like NASL.¹⁰

Highlighting a stark contrast to the ECJ’s verdict of the ESL matter, Mr. Halladay noted that U.S. courts evaluated USSF’s governance rules under the “rule of reason,” rather than treating them as “per se” antitrust violations. Indeed, Mr. Halladay referenced the Second Circuit’s May 19, 2026 ruling, which reaffirmed its 2018 decision that “regulation of league sports is a textbook example of when the rule of reason applies.”¹¹ In this recent 2026 ruling, the Second Circuit affirmed the February 3, 2025 judgment of the U.S. district court that dismissed the case after a jury returned a verdict in favor of USSF and MLS.¹² Mr. Halladay explained that governance rules serve an important procompetitive role in ensuring that a soccer league can grow, flourish, and ultimately serve fans and players. For instance, he argued that it does not make economic sense to situate four teams of a 10-team league in the same city because that would compromise the overall viability of the league.

3. Labor Antitrust Issues Affecting Professional Soccer Players

The panel transitioned to its second topic: labor antitrust issues affecting professional soccer players. Ms. Falla-Quintanilla opened the discussion by analyzing the case involving French player Lassana Diarra. Following a dispute with soccer club Lokomotiv Moscow that led to his contract's termination in August 2014, Mr. Diarra filed a lawsuit against FIFA and Belgium's soccer governing body, the Royal Belgian Football Association ("RBFA"). He alleged that certain FIFA transfer regulations violated EU competition laws because they hindered his ability to join a Belgian club after his departure from Lokomotiv.¹³

Specifically, these rules apply where a former club considers that one of its players has terminated his contract without just cause. In such cases, the player and any new club wishing to sign him are jointly and severally liable for any compensation due to the former club.¹⁴

Ms. Falla-Quintanilla discussed the ECJ's October 2024 ruling on the *Diarra* case that determined that those specific transfer rules are contrary to EU law because they restrict cross-border competition between EU clubs to recruit players under contract with another club.¹⁵ Providing FIFA's perspective, she emphasized that the ECJ still formally recognized that FIFA's transfer rules can serve a legitimate procompetitive purpose in providing "a certain degree of stability in the player rosters of professional football clubs."¹⁶ Furthermore, while the ECJ ruling necessitated a revision of FIFA's transfer rules, she noted that FIFA is actively working with key stakeholders—including the players' union FIFPRO—to reform FIFA's transfer regulations. In June 2026, Lassana Diarra reached a settlement with FIFA and RBFA.¹⁷

Providing an update from a recent case in the United States, Mr. Halladay raised a case in which Olivia Moultrie sued the National Women's Soccer League ("NWSL") in the U.S. District Court of Oregon in May 2021. At that time, Ms. Moultrie was 15 years old and had alleged that the NWSL's 18 year old minimum age limit for playing in its league constituted a Sherman Act Section 1 antitrust violation.¹⁸ Evaluating the age limit under the "rule of reason," the U.S. district court found that the NWSL failed to show that its age limit rule fulfilled a procompetitive purpose and granted a preliminary injunction that enjoined the NWSL from enforcing the age limit rule against Ms. Moultrie.¹⁹ Mr. Halladay commented that, unlike the aforementioned governance rules in the NASL matter, age limits are not strictly necessary for a league to flourish. He maintained that age limits should remain the prerogative of individual clubs, noting that players like Lamine Yamal at Barcelona and Max Dowman at Arsenal started playing professionally at a very young age. In addition, Mr. Halladay raised the June 2022 changes to the Canada's Competition Act that classified

wage-fixing and no-poaching agreements as per se illegal, with serious penalties for guilty offenses including imprisonment for up to 14 years.²⁰

Mr. Terra analyzed the *Tondela* case involving a no-poach agreement between clubs within Portuguese soccer leagues. In April 2020, the governing body Liga Portugal (“LP”) and clubs in the first and second divisions publicly announced a joint agreement not to recruit any players who unilaterally terminated their contracts due to the COVID-19 pandemic.²¹ In April 2022, Portugal’s competition authority found that the agreement unlawfully restricted competition between the clubs for recruiting players.²² Following an appeal by the LP and the penalized clubs, the Portuguese court referred the matter to the ECJ. In April 2026, the ECJ determined that the arrangement was equivalent to a no-poach agreement.²³ However, the ECJ also maintained that it is for the Portuguese court to determine whether the at-issue agreement presented sufficient harm to competition to be classified as a “by object” violation under EU competition law.²⁴ Crucially, the ECJ recognized that the agreement could serve a procompetitive purpose by “ensuring stability of player rosters” during the COVID-19 pandemic. The ECJ directed the Portuguese court “to carry out an in-depth examination of the suitability, necessity and proportionality” of the at-issue agreement.²⁵

4. Antitrust Oversight of Broadcasting Rights in Professional Soccer Leagues

The third and final segment focused on how antitrust authorities monitor the distribution of sports broadcasting rights in soccer leagues. In Europe, the sale of broadcasting rights occurs on a collective basis where the league or governing body sells broadcasting rights on behalf of all clubs participating in the league.²⁶ Broadcasting revenues are then shared based on the league’s established criteria. For example, in the English Premier League, 50 percent of broadcasting revenue is divided equally between the 20 clubs in the club, 25 percent is awarded on a merit basis based on final league positions, and 25 percent is distributed as a facilities fee for televising live soccer matches.²⁷ Mr. Terra stated that while this collective model for selling broadcasting rights remains lawful in Europe, competition authorities require leagues to offer multiple packages, utilize transparent bidding, avoid single-buyer concentration, and set reasonable contract durations. He also flagged that granting territorial exclusivity that prevents broadcasts from being viewed outside the respective broadcasting area remains a competition concern in the eyes of the ECJ.²⁸

Lastly, Mr. Mertel Morillo provided a merger review perspective on broadcasting rights, focusing on the Disney/Fox merger. In the United States, the Department of Justice (“DOJ”) alleged that Disney and Fox competed head-to-head in selling sports channels to multichannel video programming distributors (“MVPDs”). The DOJ mandated a divestiture of 22 regional sports networks to an independent competitor to address antitrust concerns that lessened competition could result in MVPDs paying higher prices for sports programming content.²⁹ Mr. Mertel Morillo discussed a similar divestiture requirement from Argentina’s competition authority, the Comisión Nacional de Defensa de la Competencia (“CNDC”). Upon completing its post-closing review, the CNDC determined that combining Disney’s ESPN and Fox Sports would harm competition in Argentina’s sports broadcasting market.³⁰ To address these competition concerns, the CNDC ordered the divestment of Fox Sports Argentina to an independent competitor.³¹ Furthermore, as a temporary behavioral remedy, the CNDC required Disney to dismantle its paywall and broadcast its highly profitable Boca Juniors and River Plate matches to the Argentinian public for free until the divestiture was finalized.³²

Endnotes

1. Puerto Rico Soccer League NFP, Corp., et al. v. Federacion Puertorriquena de Futbol, et al., U.S. District Court for the District of Puerto Rico, 3:23-cv-01203-RAM-HRV.
2. Puerto Rico Soccer League NFP, Corp., et al. v. Federacion Puertorriquena de Futbol, et al., Fourth Amended Complaint, June 26, 2025, ¶ 89 (“The actions of Defendant FPF and FIFA in concert with each Confederation (CONCACAF) and National Association (FPF) and their respective constituent members constitutes action by separate economic actors engaged in concerted action and agreements to restrict entry into, and limit output of, the relevant market for League tournaments and events in Puerto Rico.”) and ¶ 92 (“The anticompetitive agreements between Defendant FPF and FIFA and their constituent member entities constitute inherently suspect group boycotts, which on their face would always, or almost always, tend to restrict competition and decrease output, are plainly anticompetitive, and obviously lacking any redeeming procompetitive values. Accordingly, Defendant FPF’s participation in these agreements to limit the output of League tournaments and events in Puerto Rico is a per se violation of Section 1 of the Sherman Act.”).
3. Puerto Rico Soccer League NFP, Corp., et al. v. Federacion Puertorriquena de Futbol, et al., Fourth Amended Complaint, June 26, 2025, ¶ 90 (“This unlawful conduct includes Defendant FPF’s anticompetitive agreement to comply with the FIFA Policy that prohibits the sanctioning of any League tournament in Puerto Rico not conducted by Defendant FPF[.]”) and ¶ 53 (“This allowed the Defendant Federation to create its own Superior league, which is called “Liga Puerto Rico” (“LPR”), using, as its main operational resources, several of the players and clubs that would otherwise have participated in PRSL’s LigaPro.”).

4. BBC News, "Super League: Why Have the Plans Collapsed?", April 21, 2021, available at <https://www.bbc.com/news/business-56768728> ("Six English Premier League teams had signed up to the ESL - Arsenal, Chelsea, Liverpool, Manchester City, Manchester United and Tottenham. ... They joined AC Milan, Atletico Madrid, Barcelona, Inter Milan, Juventus and Real Madrid as founder members. ... The idea was for the clubs to remain in their national leagues, but also to play each other in a new midweek European competition, which would have rivalled the Champions League.").
5. UEFA, "Statement by UEFA, the English Football Association, the Premier League, the Royal Spanish Football Federation (RFEF), LaLiga, the Italian Football Federation (FIGC) and Lega Serie A," April 18, 2021, available at <https://www.uefa.com/news-media/news/0268-12121411400e-7897186e699a-1000--statement-by-uefa-the-english-football-association-the-pre/>.
6. Court of Justice of the European Union, "The FIFA and UEFA Rules on Prior Approval of Interclub Football Competitions, Such As the Super League, Are Contrary to EU Law," Press Release, December 21, 2023, available at <https://curia.europa.eu/site/upload/docs/application/pdf/2023-12/cp230203en.pdf> ("European Superleague Company brought an action against FIFA and UEFA before the Commercial Court, Madrid (Spain), arguing that their rules on approval of competitions and the exploitation of media rights are contrary to EU law.").
7. Court of Justice of the European Union, "The FIFA and UEFA Rules on Prior Approval of Interclub Football Competitions, Such As the Super League, Are Contrary to EU Law," Press Release, December 21, 2023, available at <https://curia.europa.eu/site/upload/docs/application/pdf/2023-12/cp230203en.pdf> ("The Court observes that the organisation of interclub football competitions and the exploitation of the media rights are, quite evidently, economic activities. ... The Court also observes that, in parallel with those powers, FIFA and UEFA themselves organise football competitions..").
8. Court of Justice of the European Union, "The FIFA and UEFA Rules on Prior Approval of Interclub Football Competitions, Such As the Super League, Are Contrary to EU Law," Press Release, December 21, 2023, available at <https://curia.europa.eu/site/upload/docs/application/pdf/2023-12/cp230203en.pdf> ("Next, the Court holds that, where an undertaking in a dominant position has the power to determine the conditions in which potentially competing undertakings may access the market, that power must, given the risk of conflict of interest to which it gives rise, be subject to criteria which are suitable for ensuring that they are transparent, objective, non discriminatory and proportionate. However, the powers of FIFA and UEFA are not subject to any such criteria. FIFA and UEFA are, therefore, abusing a dominant position.").
9. North American Soccer League, LLC v. United States Soccer Federation, Inc. and Major League Soccer, LLC, Amended Complaint, March 16, 2018, ¶ 4 ("Plaintiff alleges that Defendants have engaged in concerted action in violation of the Sherman Act in two distinct ways. First, the Standards themselves, in totality, have the anticompetitive effect of preventing NASL or new

entrants from competing with MLS in Division I or with USL in Division II, and have no offsetting procompetitive effects, if any, sufficient to justify them.”).

10. North American Soccer League, LLC v. United States Soccer Federation, Inc. and Major League Soccer, LLC, Amended Complaint, March 16, 2018, ¶ 73 (“Among other things, the 1995 Standards required that any Division I league have: (i) “at least 10 teams” (§ I(A)) (the “Number of Teams” requirement); (ii) “U.S.-based teams located in at least 3 different time Zone” (§ II(A)) (the “Time Zones” requirement); (iii) “regular home field stadia must have a minimum seating capacity of 15,000” (§ II(E)) (the “Stadium Capacity” requirement) ... These barriers were adopted with the design that only MLS would be able to meet those standards, or would be granted waivers while other leagues would not, once MLS was chosen as the sole Division I League.”).
11. U.S. Court of Appeals for the Second Circuit, N. Am. Soccer League, LLC v. U.S. Soccer Fed’n, Inc., Summary Order, May 19, 2026, at p. 6 (“To the contrary, as this Court has previously explained, “[r]egulation of league sports is a textbook example of when the rule of reason applies,” in part because the challenged agreement could have “a net procompetitive effect, or no competitive effect at all.”).
12. U.S. Court of Appeals for the Second Circuit, N. Am. Soccer League, LLC v. U.S. Soccer Fed’n, Inc., Summary Order, May 19, 2026, at p. 10 (“We have considered NASL’s remaining arguments and conclude that they are without merit. For the foregoing reasons, the judgment and post-judgment order of the District Court are affirmed.”).
13. Legal500, “Landmark Decision of the European Court of Justice on Football: Lassana Diarra Case,” January 14, 2026, available at <https://www.legal500.com/developments/thought-leadership/landmark-decision-of-the-european-court-of-justice-on-football-lassana-diarra-case/>.
14. Court of Justice of the European Union, “Football: Some FIFA Rules on International Transfers of Professional Footballers Are Contrary to EU Law,” Press Release, October 4, 2024, available at <https://curia.europa.eu/site/upload/docs/application/pdf/2024-10/cp240172en.pdf> (“Those rules, which are applied by both FIFA and its member national football associations, such as the Belgian association (URBSFA), apply, inter alia, in cases where a club considers that one of its players has terminated his employment contract without ‘just cause’ before the normal term of that contract. In that case, the player and any club wishing to employ him are jointly and severally liable for any compensation due to the former club.”).
15. Court of Justice of the European Union, “Football: Some FIFA Rules on International Transfers of Professional Footballers Are Contrary to EU Law,” Press Release, October 4, 2024, available at <https://curia.europa.eu/site/upload/docs/application/pdf/2024-10/cp240172en.pdf> (“The Court holds that all of those rules are contrary to EU law. ... Secondly as regards competition law, the Court holds that the rules at issue have as their object the restriction, and even prevention, of cross-border competition which could be pursued by all clubs established in the European

Union, by unilaterally recruiting players under contract with another club or players about whom it is alleged that the employment contract was terminated without just cause.”).

16. Court of Justice of the European Union, “Football: Some FIFA Rules on International Transfers of Professional Footballers Are Contrary to EU Law,” Press Release, October 4, 2024, available at <https://curia.europa.eu/site/upload/docs/application/pdf/2024-10/cp240172en.pdf> (“[R]estrictions on the free movement of professional players may be justified ... by maintaining a certain degree of stability in the player rosters of professional football clubs[.]”).
17. The Guardian, “Lassana Diarra settles with Fifa and Belgian FA after landmark transfer case,” June 8, 2026, available at <https://www.theguardian.com/football/2026/jun/08/lassana-diarra-settles-with-fifa-and-belgian-fa-after-landmark-transfer-case> (“Lassana Diarra has reached a settlement with Fifa and the Belgian Football Association over claims for compensation after his landmark transfer case. ... Fifa’s rules in the event of a player’s contract being cancelled were, the court ruled, “contrary to EU law” and led to a reform of the transfer system that is ongoing.”).
18. O.M. v. National Women's Soccer League, LLC, Complaint, May 4, 2021, ¶ 2 (“Ms. Moultrie is a 15-and-one-half-year-old soccer prodigy and has the skills to play in the NWSL. The League asserts that she is ineligible and that it has an 18-year-old minimum age limit (hereinafter the “Age Rule”) and that the Age Rule has been in effect since 2013, but the League has yet to provide evidence of when or how the Age Rule was enacted, precisely what it says, or for what purposes it was enacted.”) and ¶ 3 (“The Age Rule violates Section One of the Sherman Act, 15 U.S.C. § 1.”).
19. O.M. v. National Women's Soccer League, LLC, Opinion and Order, June 17, 2021, p. 15 (“This Court finds that Defendant’s justifications for the Age Rule are not only speculative, but they also do not show that the Age Rule enhances competition.”) and p. 22 (“Defendant and its members, officers, agents, servants, employees, attorneys, teams, and all persons in active concert or participation with them are enjoined from enforcing the Age Rule against Plaintiff, unless and until such Age Rule is contained in a fully effective collective bargaining agreement that would apply to her, as permitted by law.”).
20. Canadian Competition Bureau, “Enforcement Guidelines on wage-fixing and no poaching agreements,” May 30, 2023, available at <https://competition-bureau.canada.ca/en/how-we-foster-competition/education-and-outreach/enforcement-guidelines-wage-fixing-and-no-poaching-agreements> (“Subsection 45(1.1) makes wage-fixing as well as non-solicit and no-hire agreementsFootnote4 (“no-poaching agreements”) per seFootnote5 illegal. The new provisions require proof beyond a reasonable doubt and are subject to serious criminal penalties. A person found guilty of an offence under subsection 45(1.1) may be imprisoned for up to 14 years or subjected to a fine at the discretion of the court, or both.”).
21. Court of Justice of the European Union, “Competition: The No-Poach of Players Agreement Concluded By Portuguese Football Clubs During the Covid-19 Pandemic Can Potentially Be Compatible With EU Law,” Press Release, April 30, 2026, available at

<https://curia.europa.eu/site/upload/docs/application/pdf/2026-04/cp260067en.pdf> ("In April 2020, the LPFP and the clubs participating in the First and Second Divisions 1 announced publicly that the clubs had committed not to recruit their respective players who unilaterally terminated their contracts due to the pandemic.").

22. Court of Justice of the European Union, "Competition: The No-Poach of Players Agreement Concluded By Portuguese Football Clubs During the Covid-19 Pandemic Can Potentially Be Compatible With EU Law," Press Release, April 30, 2026, available at <https://curia.europa.eu/site/upload/docs/application/pdf/2026-04/cp260067en.pdf> ("In April 2022, the Portuguese Competition Authority found that those commitments constituted an agreement having as its object the restriction of the competition on the market for recruiting players eligible to play in those two divisions.").
23. Court of Justice of the European Union, "Competition: The No-Poach of Players Agreement Concluded By Portuguese Football Clubs During the Covid-19 Pandemic Can Potentially Be Compatible With EU Law," Press Release, April 30, 2026, available at <https://curia.europa.eu/site/upload/docs/application/pdf/2026-04/cp260067en.pdf> ("That agreement, which is equivalent to a no-poach agreement, constitutes a manifest restriction of a competitive parameter which plays an essential role in high-level sport.").
24. Court of Justice of the European Union, "Competition: The No-Poach of Players Agreement Concluded By Portuguese Football Clubs During the Covid-19 Pandemic Can Potentially Be Compatible With EU Law," Press Release, April 30, 2026, available at <https://curia.europa.eu/site/upload/docs/application/pdf/2026-04/cp260067en.pdf> ("The Court emphasises, in the first place, that it is for the Portuguese court, guided by the Court's clarifications, to determine whether or not the agreement at issue presents a sufficient degree of harm to competition to be classified as a restriction of competition by object.").
25. Court of Justice of the European Union, "Competition: The No-Poach of Players Agreement Concluded By Portuguese Football Clubs During the Covid-19 Pandemic Can Potentially Be Compatible With EU Law," Press Release, April 30, 2026, available at <https://curia.europa.eu/site/upload/docs/application/pdf/2026-04/cp260067en.pdf> ("The Court adds that, whilst pursuing an objectively anticompetitive aim in recruitment, the agreement at issue also pursued an aim objectively favourable to competition: that of ensuring stability of player rosters playing in the First and Second Divisions, in the event of resumption of the sporting season. ... It holds that the objective consisting in ensuring the regularity of sporting competitions is a legitimate objective in the public interest which holds particular importance in the case of football and which may justify, in principle and without prejudice to their actual content, the rules implemented by the agreement at issue. It holds, however, that it is for the Portuguese court to carry out an in-depth examination of the suitability, necessity and proportionality, in the strict sense of the term, of that agreement.").
26. C.-Philipp Hellera, Slobodan Sudaricb, Anne-Christin Winklerc (2023), "The Centralised Sale of Football Media Rights in Europe," *European Competition Journal*, 19(3), pp. 449–480, available at <https://www.tandfonline.com/doi/full/10.1080/17441056.2023.2205650>.

27. Premier League, "How much money do clubs receive from the distribution of broadcast rights?", September 16, 2016, available at <https://www.premierleague.com/en/news/102362> ("Domestic broadcast revenue is distributed on a 50:25:25 basis: - 50% is divided equally between the clubs. - 25% is awarded on a merit basis, determined by final league positions. - 25% is distributed as a facilities fee for televised matches.").
28. Court of Justice of the European Union, "A System of Licences For the Broadcasting of Football Matches Which Grants Broadcasters Territorial Exclusivity on a Member State Basis and Which Prohibits Television Viewers From Watching the Broadcasts with a Decoder Card in Other Member States is Contrary to EU Law," Press Release, October 4, 2011, available at <https://curia.europa.eu/site/upload/docs/application/pdf/2011-10/cp110102en.pdf>.
29. Department of Justice, "The Walt Disney Company Required to Divest Twenty-Two Regional Sports Networks in Order to Complete Acquisition of Certain Assets from Twenty-First Century Fox," June 27, 2018 available at <https://www.justice.gov/archives/opa/pr/walt-disney-company-required-divest-twenty-two-regional-sports-networks-order-complete>.
30. Argentina National Competition Authority, "Conditioning of the Operation "The Walt Disney Company – Twenty-First Century Fox, Inc.", January 17, 2022, available at <https://www.argentina.gob.ar/noticias/condicionamiento-de-la-operacion-walt-disney-company-twenty-first-century-fox-inc> ("Through this decision, confirmed by the Ministry of Domestic Trade, the authorization of the operation is subordinated to the fulfillment of a condition, since it violates Article 8 of Law No. 27,442, by reducing, restricting or distorting competition in a way that harms the general economic interest. [Translated into English]").
31. TAVI Latam, "Disney sells Fox Sports Argentina to Mediapro," February 8, 2022, available at <https://taviatam.com/en/argentina-disney-sells-fox-sports-argentina-to-mediapro/> ("As reported by Argentine newspaper Clarín, The Walt Disney Company has submitted its disinvestment plan to Argentina's Domestic Trade Department in order to have the acquisition of 21st Century Fox approved, which will make it possible for the company to close the Disney-Fox merger in Argentina. The plan includes the sale of sports network Fox Sports Argentina. The purchaser is Mediapro, a company based in Spain that is engaged in the production of audiovisual content and the management of sports broadcasting rights.").
32. Official Website of the Argentina State, "Conditioning of the Operation "The Walt Disney Company – Twenty-First Century Fox, Inc.", January 17, 2022, available at <https://www.argentina.gob.ar/noticias/condicionamiento-de-la-operacion-walt-disney-company-twenty-first-century-fox-inc> ("Specifically, it is established that DISNEY must transmit openly and free of charge the relevant content of each of the events defined within the "fundamental contents" until the stipulated divestment becomes effective; and broadcast under this same modality two matches of the local league currently broadcast by the FOX SPORTS premium channel, one of which must necessarily be River or Boca, as these teams have the characteristic of being the teams with the highest attendance and audience in local soccer. [Translated into English]").

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