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GOVERNANCE - LEADERSHIP - ETHICS

Digital Marketing and Reputational Breach: Defining the Threshold of Just Cause

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Introduction

Social media has recently become indispensable in the sporting industry, particularly in modern professional football, enabling athletes to engage with the public, strengthen their personal brands, and enhance their clubs' commercial value. Such evolution transformed the relationship between clubs, football players, and supporters. Cristiano Ronaldo's transfer to Al Nassr Club in the Kingdom of Saudi Arabia was a prominent example of the power of social media, as it substantially increased the club's global visibility, commercial opportunities, and international brand recognition. In other cases, athletes might use their social media pages to advocate for positive causes; for instance, during COVID-19, many professional athletes with significant social media influence used their platforms to raise awareness of public safety measures issued by the World Health Organization and governments.

Despite the benefits and positive impacts, athletes and clubs are exposed to legal and disciplinary challenges, specifically where athletes have found themselves struggling after a social media post.

This article examines the intersection of professional football players' social media usage, corporate brand equity, and the contractual dynamics of employment termination under international sports law. Drawing on jurisprudence from the FIFA Dispute Resolution Chamber, the Court of Arbitration for Sport, and comparative sports law authorities, the article analyses three distinct grounds on which social media misconduct may satisfy the just cause threshold: serious breach of an express conduct clause, abusive conduct directed at forcing a contractual outcome under Article 14(2), and digital ambush marketing as a breach of commercial exclusivity obligations.

Player Social Media Misconduct & Club Exposure "The Risk of Regulatory Inaction"

The growing influence of social media in sport, specifically in football, gives rise to two distinct legal questions.

The first is what regulatory risks a club and players face under the FIFA Disciplinary Code if it fails to act against inappropriate player behavior. While FIFA is yet to sanction a club or player for violating its code, other governing bodies, such as UEFA, have. Particularly, Paris Saint-Germain (PSG) and its forward, Neymar, were handed a three-match ban for the player in 2019 after he posted on social media, calling a 94th-minute penalty a disgrace.¹ Article 8 of the FIFA Disciplinary Code (FDC) establishes strict vicarious liability by noting that clubs are responsible for the behavior of their members, players, and officials, even if the club can prove the absence of fault or negligence. Most football players are contractually mandated to participate in media interviews to a level required by their sponsors; for instance, in after-match interviews or branding events.² A renowned application of this contractual obligation is when Kylian Mbappe, a France international, faced a post-match misconduct issue with FIFA after he refused to take part in his media duties when he had just scored three goals in the tournament against Denmark and Australia. The French Football Federation was penalized afterward.

The other concern is between the club and the player, more specifically, while unrestrained digital autonomy enhances fan engagement, it creates profound legal vulnerabilities when a player's public statements trigger severe reputational or commercial disrepute. Consequently, clubs increasingly look to unilateral contract termination as a remedial mechanism for severe online misconduct. However, international sports tribunals strictly protect contractual stability under the governing doctrine of *ultima ratio*.

In the UK for example, Ryan Babel, was sanctioned in 2011 after posting a match official, Howard Webb, in a Manchester United shirt, following Liverpool's defeat.³ Elsewhere, Andre Gray, a Burnley striker was banned for four matches and fined £25,000 by the FA for offensive homophobic tweets.⁴

¹ 'Neymar: PSG Forward's European Ban Reduced from Three Games to Two' BBC Sport (17 September 2019) <<https://www.bbc.com/sport/football/49727711>> accessed 24 July 2026.

² Media obligations and athlete welfare — should footballers be 'mentally fit' for interview? – Lexology.

³ Ahluwalia N, 'What Sanctions Can the FA Impose for Social Media Comments?' (Saunders Law, 4 November 2022) <<https://www.saunders.co.uk/news/what-sanctions-can-the-fa-impose-for-social-media-comments/>> accessed 24 July 2026.

⁴ Ibid.

Impact of Social Media & Contract Termination

The negative impacts of negative or harmful social media posts have led many sports associations and sponsoring brands to introduce social media conduct and morality clauses reserving the rights to terminate employment and endorsement contracts for incidents of moral turpitude and scandalous behavior that might damage the club or sponsors' reputation. Thus, these are often cited as just causes during contract terminations.⁵ Hence, football sponsors must emphasize social media conduct expectations when signing contracts with players by adding player-conduct-related clauses such as "disrepute" or "conduct unbecoming."

i. Just Cause Under the RSTP

The Regulations for the Status and Transfer of Players protect players and clubs' rights, while safeguarding "the principle of maintenance of contractual stability" between players and clubs.⁶ To this end, Article 14 of the RSTP is a critical clause, as it determines the exceptional circumstance (just cause), where a contract between a football club and a professional player may be unilaterally terminated.⁷ It states that "A contract may be terminated by either party without consequences of any kind (either payment of compensation or imposition of sporting sanctions) where there is just cause." Moreover, in Article 14(2) FIFA adds that just cause can also constitute "any abusive conduct of a party aiming at forcing the counterparty to terminate or change the terms of the contract."⁸

For instance, when a professional athlete publishes targeted discriminatory slurs on a public digital platform, such conduct directly contravenes FIFA's stringent anti-discrimination mandates, thereby establishing an objective and legally defensible foundation for summary dismissal under Article 14.

⁵ Sungho Cho, "Termination of Athlete Endorsement Contract under Morals Clause: Event Study Analysis of Social Activism and Incidents of Moral Turpitude," *Sports Litigation Alert*, April 8, 2022.

⁶ Siriwat, "Breaking the Contract," 87.

⁷ Fédération Internationale de Football Association (FIFA). *Regulations on the Status and Transfer of Players*. Zurich: FIFA, 2025, art. 14.

⁸ Ibid.

FIFA has provided the definition of just cause under Article 14 (1) to include “circumstances where a party can no longer reasonably and in good faith continue the contractual relationship.”⁹ The termination of a contract should always be an *ultima ratio* action.¹⁰ Therefore, when assessing whether just cause exists, the following criteria must be applied: (1) There must be a sufficiently serious breach of contractual obligations for the unilateral termination of a contract¹¹; (2) The breach must be so serious, such that under objective circumstances it would be unreasonable to expect the employment relationship between the parties to continue¹² (3) In certain circumstances, just cause can exist where one party has warned the other of its unacceptable conduct.¹³ This ensures the defaulting party can comply with obligations. Consequently, a club cannot simply sever ties over moderate online controversies without first exhausting preliminary corrective measures like written warnings and proportional financial fines; instead, the FIFA Football Tribunal looks for a severe material breach that destroys the foundational trust between the athlete and the organization.

The Consequences of Termination Without Just Cause

A most recent update to FIFA rules, more specifically, Article 17, allows contracts to be terminated without just cause, but the affected parties are entitled to compensation as deemed fit to the case.¹⁴ In cases involving monetary compensation, FIFA rules recommend calculation based on the “positive interest” principle, in which compensation is matched with the damage caused but with special consideration of the individual facts, circumstances, and country of origin of the case.¹⁵

⁹ FIFA. *RSTP*. Zurich: FIFA, 2025, art. 14.

¹⁰ CAS 2014/A/3684, *Leandro da Silva v. Sport Lisboa e Benfica*; CAS 2014/A/3693, *Sport Lisboa e Benfica v. Leandro da Silva*.

¹¹ CAS 2006/A/1180 *Galatasaray SK v. Franck Ribéry & Olympique de Marseille*; CAS 2013/A/3091 *FC Nantes & Player Bangoura v. Club Al Nasr & FIFA*.

¹² DRC decision of 25 October 2018, no. 10180471-E; CAS 2019/A/6306 *Jean Philippe Mendy v. Baniyas Football Sports Club LLC* & CAS 2019/A/6316 *Baniyas Football Sports Club LLC v. Jean Philippe Mendy*.

¹³ *FIFA Commentary on the Transfer and Status of Players*, 2023.

¹⁴ *Ibid.*

¹⁵ *Ibid.*

Threshold For Just Cause Termination Due to Social Media Misconduct

The Court of Arbitration for Sport (CAS) has dealt with very few cases on termination for just cause of a player due to social media misconduct. Moreover, research in this field of inquiry is highly limited. Nevertheless, we can draw lessons from several cases of player misconduct and just-cause termination handled by CAS to determine the threshold for termination under just cause.

When these rules are assessed within the principles of general arbitration that CAS upholds: the principle of *pacta sunt servanda*,¹⁶ the principle of good faith,¹⁷ and the protection of athletes' fundamental rights,¹⁸ we can determine three instances where social media misconduct might lead to termination with just cause:

i. Serious Breach of Express Conduct Clauses in Contract

If a dispute arises, in principle, CAS will respect the intent of the parties within the limits “of excessive self-commitment.” Excessive self-commitment as a limit derives from Article 27(2) of the Swiss Civil Code, which provides that no person may surrender their freedom or restrict the use of it to a degree which violates the law or public morals.¹⁹ Therefore, when these limits do not hold, CAS might find the mutually agreed-upon rules to be null and void. Moreover, the principle of contractual freedom enshrined in Article 19 of the SCO is to be respected but only within the limits of excessive self-commitment (CAS 2021/A/8306 & CAS 2015/A/1042) and the contract must not otherwise be “unlawful”, that is, “...against the law, moral standards or customary practice.” Within the context of Article 14 of the RSTP, the restriction on excessive self-commitment means the gravity of the conduct must be so serious that it is determinative in the sense that the party cannot reasonably be expected to continue with the relationship.

¹⁶ Huiying Xiang and Lin Zhang, “CAS Jurisprudence on Just Cause Termination of a Contract in Professional Football,” *Journal of Shanghai University of Sport* 46, no. 2 (2022): 24–33, <https://doi.org/10.16099/j.sus.2021.09.02.0003>, *Pacta sunt servanda* is achieved when there is a deterrent effect on unilateral breaches. That is, parties cannot escape their obligations.

¹⁷ *Ibid.* “Any conduct violating the principle of good faith is not protected by law.” Good faith enshrined in Swiss Law, Article 2(1) of the Swiss Code and sets a minimum standard of decency and honesty. See: Elliott Geisinger, “The Wizard of Oz (or ‘Good Faith and Swiss Law’),” *ASA Bulletin* 35, no. 4 (December 2017), p.805–807.

¹⁸ *Ibid.* “No rule should impair a player’s personality rights.”

¹⁹ Art. 27(2) of the Swiss Civil Code (CC) of 10 December 1907 (SR 210agreed-upon).

Saudi Arabian Football Federation provides a financial compensation framework for different possible social media misconduct by contracted football players within its borders.²⁰ Article (50) of the Saudi Arabian Football Association (SAFF) specifies amounts of money to be paid in Saudi Riyals for abuse against other players, match officials, and SAFF staff or any of its committees. The article also specifies monetary compensation for misconduct that provokes public opinion or involves immoral gestures. In some cases, the Article proposes other punitive measures to be applied to offenders that include, but are not limited to, suspension from attending certain matches and a complete ban from any football-related activities.

Pumas UNAM v. Dani Alves is a renowned player misconduct case centered around a clause in Alves' contract which allowed Pumas to terminate the deal if the player became involved in a "public scandal" and to claim financial compensation.²¹ Following Alves' arrest in January 2023 on charges related to non-consensual physical intimacy, the club's president announced that they were terminating his contract with just cause. Initially, FIFA's Dispute Resolution Chamber ruled against Pumas. However, CAS, on appeal, upheld Pumas' position, confirming that the termination was made with just cause.

It is worth noting that in the absence of an express clause, or where a club relies on an implied obligation, the threshold for determining just cause is higher. The burden of proof lies with the club, which must not only demonstrate that the misconduct on social media was objectively serious, but also that a reasonable person in the club's position would have had no contractual basis to expect such conduct, and that the gravity of the breach was self-evident enough to dispense with the need for prior warning.²²

ii. Abusive Conduct Under Article 14(2)

Within the context of social media misconduct, abusive conduct under Article 14(2) can be satisfied where a player purposively uses social media to direct the club toward a particular contractual outcome, or appears designed to make their continued employment at the club untenable. For instance the conduct of a player may be classified as abusive under this article if

²⁰ Saudi Arabian Football Federation, *Disciplinary and Ethics Regulations*, (2023), art. 10(1), <https://www.saff.com.sa/uploadcenter/saffFiles1716193817.pdf>.

²¹ CAS 2024/A/10733, *Club Universidad Nacional, A.C. (Pumas) v. Daniel Alves da Silva*.

²² CAS 2021/A/8216, *Besiktas AS v. Loris Sven Karius*.

they use social media to wage a sustained public campaign against a club's management by denigrating coaches and their decisions.

iii. Digital Ambush Marketing as a Distinct Category

Sponsors often sign exclusivity agreements with clubs, which prohibit their athletes and staff from endorsing or promoting other non-sponsor brands and competitors. As a result, many sports contracts include restrictions on what players can or cannot post.²³ These so-called morality clauses in sports contracts allow clubs or sponsors to terminate or renegotiate an agreement if the athlete's behavior damages the entity's image.

A social media post that causes measurable sponsor loss or club revenue damage may destroy the commercial foundations of the relationship, but only if it can be shown to have constituted a material breach of a specific contractual obligation, such as a conduct clause, morality clause, or commercial exclusivity term.²⁴ Also, the argument that an athlete engaging in digital ambush marketing brings the sport to disrepute would rarely stand, as a club has to prove that the player's conduct significantly and adversely affected the promotion and development of the sport²⁵. However, if just cause is established, the ability to recover financial losses must adhere to Article 17. Recovery of reputational harm damages requires proof of actual economic loss, not just speculative or potential injury. Nonetheless, quantifying reputational damages presents significant challenges due to the inherently intangible nature of reputation and the difficulty in isolating its loss from other business variables.

Conclusion

This paper set out to define the full scope of just cause in player social media misconduct disputes under Article 14 of the FIFA RSTP. Two pathways to a just cause termination on grounds of social media misconduct have been identified. The first and most legally secure is a serious breach of an express conduct clause. Where a contract contains a clearly drafted morality provision, social media policy, or commercial exclusivity term, and a player's online conduct

²³ Sports Law Hub, "What Can Sports Contracts Demand?".

²⁴ Horvath, Paul. "Morality Clauses in Sports Contracts." Lexology, June 27, 2023.
<https://www.lexology.com/library/detail.aspx?g=aa7620d9-06c8-4bcc-9be1-d1d4f77f1ed8>

²⁵ CAS 2007/A/1291, *Zubkov v FINA*.

constitutes an objective, serious, and irreparable breach of that term, Article 14 is engaged. The second pathway is abusive conduct under Article 14(2), and captures the more calculated form of social media misconduct: where a player's sustained online campaign is demonstrably directed at coercing the club into releasing them or altering their contractual position. Digital ambush marketing and the resultant financial loss can only constitute just cause for termination if it can be shown to have constituted a material breach of a specific contractual obligation, such as a conduct clause, morality clause, or commercial exclusivity term.



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