EU ANTITRUST LAW AND THE LIMITS OF SELF-REGULATION IN SPORT: IMPLICATIONS FOR NIGERIA

By

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Abstract

The aim of this paper was to examine the limits of self-regulation in sport under European Union (EU) antitrust law and to consider the implications for Nigeria. It analyzes four Grand Chamber rulings, European Superleague, ISU, Royal Antwerp and Diarra, which together mark a decisive shift in the application of Articles 101 and 102 TFEU to sport. The Court held that rules on prior approval, participation and sanctions that lack transparent, objective, non-discriminatory and proportionate safeguards are restrictive by object and amount to abuse of dominance. The paper identified the four-limb checklist that now frames lawful sporting regulation: legitimate aim, objective criteria, proportionality and independent review. It assessed Nigerian competition law under the Federal Competition and Consumer Protection Act 2018, which mirrors the EU model but remains underdeveloped in jurisprudence and under-enforced in practice. Although the FCCPC has acted against large firms such as Meta and MultiChoice, no comparable scrutiny has been applied to sports bodies. The paper therefore argued that Nigerian federations should exercise the same gatekeeper powers condemned in Europe. It recommended embedding the four-limb checklist into Nigerian practice to curb excessive autonomy and align sport with competition law.

Key words: Antitrust law, Sporting self-regulation, Restriction by object Federal Competition and Consumer Protection Act (FCCPA)

1. Introduction

Sports is an economic activity subject to full antitrust scrutiny.[1] In *European Superleague*,[2] *ISU*,[3] *Royal Antwerp*,[4] and later in *Diarra*[5] the Court addressed issues where private bodies that both regulate and trade in the same market exercise unfettered power to license rivals, sanction dissenters and exploit exclusive rights. The judgments held that such power, devoid of transparent *ex-ante* limits, violates *Articles 101 and 102* TFEU by its very "object."[6] This raises the question whether EU competition law now imposes a public-law model of transparency and independent review on every sports-gatekeeper, and, if so, how Nigeria should align that model with its antitrust law? In responding to this question, this paper combines doctrinal comparison of the four Grand Chamber rulings with an appraisal of Nigerian antitrust law, reflecting on the need for Nigeria to reform its jurisprudence to curb the autonomy exercised by sports associations.

For the purpose of this paper, antitrust law is used interchangeably with anticompetition law. It refers to the body of laws, rules, regulations or decisions that prohibit agreements or practices which restrict competition, prevent abuse of dominant positions and ensure fair and open markets. Self-regulation is equally defined as the authority exercised by sporting federations or similar bodies to

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ISU v Commission (Case C-124/21 P), para 189; *Royal Antwerp* (C-680/21), para 118.

[2] C-333/21

[3] C-124/21 P

[4] C-680/21

[5] C-650/22.

[6] V Bael and Bellis, 'The Court of Justice Issues Important Judgments on the Application of EU Competition Law to Sports Federations in the ISU and ESL Cases' (VBB Client Alert 2024) 1.

create and enforce rules governing their activities without direct external oversight, subject to compliance with competition law.

2. Overview of the Grand Chamber Rulings

2.1 *European Superleague Company v FIFA and UEFA*[7]

Twelve elite clubs announced a closed mid-week league.[8] FIFA and UEFA threatened lifetime bans for clubs and players and exclusion from existing competitions.[9] The European Superleague Company (ESLC) contended that FIFA and UEFA exercise monopoly control over international club football and exploit that power to block market entry, reserve media rights and punish dissenting clubs, all without objective criteria or due process.[10] In defense, FIFA and UEFA contended that the pyramid structure of football, the need for sporting integrity, solidarity funding and coordinated calendars justify a single regulatory and prior-authorization system.[11] The Court found the approval and sanction rules restrictive by object and abusive because they lacked "transparent, objective, non-discriminatory and proportionate" safeguards.[12] As reasoned by the Court, dual-role regulators, like FIFA and UEFA, must limit their powers with procedural safeguards, and absence of those safeguards reveals sufficient grounds to strike down the rules without evidence of its actual market "effects".[13]

2.2 International Skating Union (ISU) v Commission[14]

The ISU's eligibility rules required organizers to secure authorization up to six months in advance and barred skaters from

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[7] C-333/21.
[8] Ibid, paras 23-25.
[9] Ibid., paras 30-31.
[10] Ibid, paras 34-40.
[11] Ibid, para 253.
[12] Ibid, paras 245, 147-152.
[13] Ibid, p 178-179.
[14] C-124/21 P.

unauthorized events.[15] ISU argued that a niche sport needs a single regulator to maintain uniform rules, protect athletes and fund grassroots development and that any restriction was incidental and proportionate.[16] Commission and athlete appellants however replied that the ISU combined regulatory power with a commercial interest, enjoyed *de facto* monopoly control and could exclude rival organizers at will.[17] With this reasoning, they submitted that the eligibility rules lacked objective criteria, procedural safeguards and effective judicial review.[18] The Court held that the authorization and eligibility rules restrict competition by their very nature and thus infringe *Article 101(1)* of the TFEU.[19]

2.3 Royal Antwerp Football Club v RBFA and UEFA[20]

UEFA and the Belgian Federation obliged clubs to register locally trained players. Royal Antwerp argued that the quotas lock up places for locally trained players, limit recruitment of outsiders and partition the EU talent market.[21] In their response, Union Royale Belge des Sociétés de Football Association ASBL (URBSFA) and UEFA argued that the quotas encourage clubs to invest in youth development, promote competitive balance and preserve the identity of national competitions.[22] The Court did not automatically declare the quotas void. Instead, it laid down strict tests that must be satisfied by convincing evidence.[23] It stated that quotas for locally trained players are lawful only when federations can show, with

[15] Ibid, paras 9-12.
[16] Ibid, paras 160-165.
[17] Ibid, paras 27-28.
[18] Ibid, paras 131-134.
[19] Ibid, paras 140-146.
[20] C-680/21.
[21] Ibid, paras 107-110.
[22] Ibid, paras 144-147.
[23] Ibid, paras 118-128.

solid proof, that the quotas really promote youth development and do not unnecessarily bar access to outside talent.[24]

2.4 FIFA v Diarra[25]

FIFA rules saddled new clubs with joint liability for compensation, presumed inducement of breach and imposed automatic transfer bans until end of disputes.[26] The Court ruled that the said FIFA rules restrict free movement and competition by their very object.[27] They can stand only if it is shown to be strictly necessary and proportionate, which FIFA had not proved.[28] The rules therefore infringe *Article 45* and constitute a prohibited decision of an association of undertakings under *Article 101(1).*[29] Further, the Court noted that they cannot qualify for exemption unless FIFA demonstrates that every condition under *Article 101(3)* is met, which the record fails to do so.[30] The court reasoned that even in the name of sporting integrity, such rules or conduct show a sufficient degree of harm to freedom of movement and to competition, and as a result, violates EU antitrust rules.[31]

2.5 The Four-Limb Checklist Across the Rulings

In order to promote transparency, proportionality and accountability, the Court demanded the same four procedural safeguards which include legitimate aim, objective criteria, proportionality and independent review.

1. **Legitimate Aim:** A legitimate aim refers to a goal that is recognized as valid and lawful under EU law, serving the

[24] Ibid, para 150.
[25] C-650/22.
[26] FIFA Regulations on the Status and Transfer of Players, art 17.
[27] *FIFA v Diarra* (C-650/22), paras 134-148.
[28] Ibid
[29] Ibid, paras 86-94.
[30] Ibid
[31] Ibid, paras 94.

public interest rather than purely economic interests. In relation to sports, legitimate aims may include promoting competitive balance, encouraging the training of young players or ensuring the integrity of competitions. The Court in *Royal Antwerp* emphasized that rules restricting competition or freedom of movement must pursue legitimate objectives, such as fostering local player development or maintaining fairness in competitions.[32] However, the Court clarified that such aims must be genuine and not a pretext for anticompetitive behavior. For example, the rules on home-grown players were scrutinized to determine whether they genuinely encouraged local player development or merely partitioned markets along national lines.[33] In antitrust law, the absence of a legitimate aim undermines the justification for self-regulatory measures, exposing sports associations to liability under *Article 101* TFEU for anticompetitive practices.

2. **Objective Criteria:** Objective criteria are transparent, clear and non-discriminatory standards that govern the application of rules in order to ensure that they are not arbitrary or biased. In *European Superleague*, the Court criticized the lack of objective criteria in UEFA and FIFA's rules for prior approval of competitions, which granted them excessive discretionary power to block rival competitions.[34] The absence of clear criteria allowed these associations to favour their own economic interests, thereby creating barriers to market entry and stifling competition.

3. **Proportionality:** Even when there is a legitimate aim, proportionality requires that rules do not go beyond what is necessary to achieve that aim. Thus, rules restricting

[32] *Royal Antwerp*, para 253.

[33] Ibid, para 60.

[34] *European Superleague*, para 203.

competition or freedom of movement must be proportionate. This implies that they must strike a balance between achieving their objective and minimizing harm to competition or individual rights.[35]

4. **Independent Review:** Independent review entails the availability of impartial mechanisms to challenge decisions made under self-regulatory rules. In *ISU*, the Court criticized the arbitration rules imposed by the ISU, which subjected disputes to mandatory arbitration by the Court of Arbitration for Sport (CAS) without effective judicial oversight. The Court held that the lack of independent review undermined the ability of affected parties to challenge anticompetitive decisions, reinforcing the discretionary power of ISU and shielding it from accountability under EU law.[36]

Accordingly, rules on prior approval, participation and sanctions that operate outside a framework of substantive criteria and procedural safeguards reveal, by their very nature, sufficient harm to competition to qualify as restrictions by object. In such cases, no analysis of actual or potential effects is required.[37] The Court has not, however, treated every omission of a safeguard as automatically unlawful. The focus is on whether the lack of safeguards results in unfettered discretion that harms competition. Although legitimate objectives such as integrity, solidarity and player development may justify certain restrictions,[38] such restrictive rules must be proportionate, necessary, and subject to transparent and non-discriminatory criteria.[39] In showing that FIFA and UEFA did not

[35]*Royal Antwerp*,
[36]*ISU*, para 184.
[37]*European Superleague*, para 178.
[38]Ibid, para 144.
[39] Ibid, para 39.

satisfy these safeguards, the Court, in *European Superleague*, stated as follows:

> …those rules and powers are not placed within a framework of substantive criteria and detailed procedural rules which are suitable for ensuring that they are transparent, objective, nondiscriminatory and proportionate, so as to limit the discretionary powers of FIFA and UEFA.[40]

The foregoing *dictum* echoes the intersection between self-regulation in sport and EU antitrust law. Generally, it recognizes the autonomy that FIFA and UEFA have to regulate competitions.[41] However, such rules and powers must comply with the principles of EU antitrust such as transparency, objectivity, non-discrimination and proportionality.[42] The Court's critique of the FIFA and UEFA's lack of substantive criteria and procedural safeguards implies that unchecked discretionary powers can lead to anticompetitive practices which distort market access for rival entities.[43]Also, in *ISU,* the court found that the ISU's eligibility rules, which imposed severe sanctions on athletes participating in unauthorized competitions, operated outside a framework of substantive criteria and procedural safeguards.[44] These rules were deemed to have an anticompetitive object, as they restricted athletes' freedom to participate in alternative events and prevented competition from rival organizers.

This judicial reasoning limits self-regulation in sport, and as a result of such limitation, sporting bodies cannot shield their decisions from the scrutiny of antitrust law under the guise of promoting sporting

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[40] Ibid.

[41] Ibid, para 142.

[42] Ibid, para 134-138.

[43] Ibid, para 147-148.

[44] *ISU,* para 78.

integrity. This sets a precedent for stricter oversight of governance and regulatory practices in sports.

3. How the Judgments Re-shape EU Sports-Competition Rules

The four Grand Chamber rulings mark a structural shift in how EU law views the balance between sporting autonomy and competition control. Before these decisions, sporting federations often relied on deference to their self-regulatory powers, claiming that sport's "specific nature" justified exclusive authority over participation and market access. The Court has now dismantled that presumption.

3.1 Market Governance as Gatekeeper Conduct

Advocate General Rantos urged "maximum deference" to the European Sport Model: UEFA could lawfully reserve a prior-authorization monopoly provided its rules passed an effects-based proportionality test.[45] The Grand Chamber rejected that sequencing. It held that unfettered veto power reveals by its very existence a conflict of interests and therefore infringes *Articles 101 and 102* by object, regardless of measured impact.[46] This move shifts the burden from *ex-post* balancing to *ex-ante* institutional design and anchors the new four-limb checklist.

3.2 *Article 165* TFEU Demystified

Article 165 TFEU instructs the EU to promote sport but adds no antitrust exemption.[47] This provision entered the TFEU amid hopes that the "specific nature of sport" would soften the scrutiny of competition-law.[48] However, the Grand Chamber has now closed that door. It held in *European Superleague* that *Article 165* does not contain a horizontal clause capable of trumping Articles 101 and

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[45] *Rantos Opinion in ESL* [2022] EU:C:2022:1039 [90]-[92]

[46] *European Superleague*, paras 178.

[47] Ibid, paras 94-101.

[48] Ibid, paras 84; Richard Parrish and others, The Lisbon Treaty and EU Sports Policy (European Parliament Study, 2010) 4.

102.[49] It merely allows the EU to "take account" of sport when exercising other competences.[50] The Court repeated the point in *Royal Antwerp*, wherein it declined every invitation to read *Article 165* as a substantive exemption and insisted that sporting rules remain subject to antitrust rules unless they satisfy the four safeguards.[51]

Parrish is of the opinion that this approach of the court adds "little further protection" beyond the safety valves already echoed in *Wouters* and *Meca-Medina*.[52] This paper agrees that *Article 165* offers symbolism and not shelter. This is supported by the statement of the court in *European Superleague* wherein it stated thus,

> More broadly, nor must *Article 165* TFEU be regarded as being a special rule exempting sport from all or some of the other provisions of primary EU law liable to be applied to it or requiring special treatment for sport in the context of that application…Those rules therefore apply to disputes concerning the exercise of a sport as an economic activity and, on that basis, come under EU competition law.[53]

It follows that *Article 165* provides symbolic recognition of the importance of sport and its unique characteristics but does not offer legal shelter from the application of EU law. As a result, sports associations cannot rely on *Article 165* to justify rules that infringe EU competition law or freedom of movement unless those rules

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[49]*European Superleague*, para 101; Parrish (n 43) 4.

[50]*European Superleague*, para 101

[51]*Royal Antwerp*, paras 63-70.

[52] R Parrish and others, The Lisbon Treaty and EU Sports Policy (European Parliament Study, 2010) 6.

[53]*European Superleague*, paras 101 and 189; *Royal Antwerp*, para 69.

meet the strict criteria of legitimacy, necessity, proportionality, and transparency.[54]

Authors like Weatherill believes that *Article 165* should be read in an autonomy-sensitive way because sport differs from "ordinary" trade based on its social function.[55] Similarly, Colomo has worryingly said that calling too many rules "restrictions by object" (i.e. automatic illegality) pushes anti-trust law too far beyond cartel-like conduct.[56] However, where a rule reserves an unconditional veto to a self-interested regulator, no amount of social justification can cure the structural conflict. Therefore, real autonomy must be balanced with accountability and equality, and that is possible only when the self-interested regulator first builds in the Court's four safeguards. Otherwise, the rule is bound to fail.

3.3 Re-drawing the Object–Effect Boundary

The case of *Meca-Medina* left sports rules to a case-by-case proportionality test, asking whether their effects on competition were justified by legitimate aims.[57] Under the new rulings, any approval, sanction or quota that gives a regulator unchecked power is considered a restriction by object because it allows or excludes from the market any competing undertaking.[58] Once that label exists, the door to *Article 101(3)* closes and the fourth exemption limb (that is, no elimination of competition) cannot be satisfied when a single body can block rivals at will, so there is nothing left to balance against putative benefits.[59]This marks a decisive

[54] Ibid.

[55] Stephen Weatherill, *Principles and Practice in EU Sports Law* (Oxford University Press 2017).

[56] Pablo Ibanez Colomo, 'Restrictions by object under Article 101(1) TFEU: From Dark Art to Administrable Framework' (2024) *Yearbook of European Law*;1-37, 36.

[57]*Meca-Medina* (Case C-519/04 P), paras 42-48.

[58]*European Superleague*, paras 133-134.

[59]Ibid.

narrowing of the effects analysis, such that certain rules are 'presumptively' unlawful by object when safeguards are absent.[60] If the four procedural safeguards are absent, the inquiry ends and the rule becomes void regardless of any solidarity or sporting merit the federation may later invoke.

3.4 Abuse of Dominance Re-conceptualized

The Grand Chamber reconceives dominance and abuse in structural terms. Where a sporting federation both regulates market entry and markets its own competitions, it holds the power of monopoly "by design." Its special responsibility therefore arises before it exercises that power.[61] In *European Superleague,* the Court found UEFA and FIFA dominant simply because their statutes gave them the exclusive right to approve rival tournaments and to sanction dissenting clubs. In *ISU,* it reached the same conclusion for a private Swiss Federation. Abuse then flows from the possession of an unfettered veto; a rule that allows the gatekeeper to block competitors at will is inherently exclusionary, even if no veto has yet been exercised. This approach aligns EU antitrust law with good-governance principles drawn from public law which seeks to limit power through transparent criteria, proportionality and review. The Court thus shifts the abuse inquiry from *ex-post* effects to *ex-ante* institutional design, which mandates federations to separate regulatory judgment from commercial self-interest or face *per se* liability.

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[60] H Vedder, 'On Thin Ice: The Court's Judgment in Case C-124/21 P, International Skating Union v Commission' (2024) 9 European Papers 87-103, 95, 100; R Gastal and T Klein, 'Exclusivity and Exclusion in Sports' [2024](23)(1) *Competition Law Journal*;6.

[61] G Íñiguez, 'European Super League Company and the (New) Law of European Football' [2024](9)*European Papers* 6.

3.5 Exclusive Rights and *Article 106*

The Grand Chamber's reasoning also destabilizes long-standing exclusivities that many federations enjoy under national law. *Article 106(1)* prevents Member States from granting exclusive or special rights that, "in combination with *Article 102*," lead the beneficiary to abuse a dominant position. Although the four rulings did not turn on *Article 106*, the Court's analysis of joint marketing and downstream exploitation leaves little doubt that a state-backed exclusivity granted without a transparent process now faces heightened risk. In *European Superleague*, the Court noted that UEFA's collective sale of media rights is *prima facie* restrictive but may be justified only if it demonstrably lowers transaction costs and redistributes revenue on a solidarity basis.[62] This point is particularly relevant where the rights stem from a legal monopoly that forecloses rival organizers or broadcasters.[63] The judgment in *European Superleague* therefore signals a renewed vigilance and oversight towards exclusive arrangements that foster gatekeeper dominance.[64] This implies that any renewal of UEFA's centralized Champions League rights or FIFA's World Cup broadcast contracts must occur through an open, non-discriminatory process and include auditable solidarity schemes. Otherwise, both the granting state and the rights-holder could face joint liability under *Articles 106(1) and 102*.

3.6 Curtailing *Wouters* and Ancillary-Restraints

Wouters allowed certain proportionate restraints.[65] In *Wouters*, the Court held that a prohibition on multidisciplinary law–audit partnerships, though restrictive, could escape *Article 101(1)* where

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[62] *European Superleague*, paras 219-222. 232-235.

[63] G Íñiguez, 'European Super League Company and the (New) Law of European Football' [2024](9)*European Papers*;14.

[64] Ibid.

[65] Case C-309/99 *Wouters* EU:C:2002:98.

it pursued a legitimate objective and went no further than necessary.[66] The case of *Meca-Medina* applied that reasoning to sports, thereby allowing anti-doping rules that were proportionate to protecting fair competition.[67] However, the new rulings require safeguards first.[68] If the rule lacks those *ex-ante* safeguards, it is considered a restriction by object and cannot be regarded as ancillary. Thus, the *Wouters* justification fails.

4. Implications of the Rulings for Nigeria

The antitrust law in Nigeria mirrors that of the EU but is jurisprudentially underdeveloped and inadequately enforced.[69]Under the Federal Competition and Consumer Protection Act 2018 (FCCPA), self-regulation in sports or any industry is permissible but must comply with the provisions of the FCCPA 2018 that prohibit anti-competitive agreements, abuse of dominant positions and restrictive practices.[70]*Section 59* of the FCCPA prohibits agreements among undertakings or decisions by associations of undertakings that have the purpose or effect of preventing, restricting, or distorting competition in 'any market.'[71] The use of the phrase 'any market' under *Section 59(1)* of the FCCPA implicitly covers the sports industry in Nigeria. Applicably, such agreements in the industry are deemed unlawful, void, and of no legal effect.[72] *Section 72* of the FCCPA further proscribes the abuse of a dominant position in a market.[73] Examples of such abusive practices include:

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[66] Ibid

[67] Case C-519/04 P *Meca-Medina* EU:C:2006:492

[68]*European Superleague*, para 254.

[69] Sections 59–69 of the FCCPA 2018 mirror Articles 101 and 102 TFEU.

[70] FCCPA, ss 59–69.

[71]Ibid, s 59(1).

[72]Ibid.

[73] Ibid, s 72(1).

a. Directly or indirectly imposing unfair prices to the detriment of consumers[74]

b. Refusing to give a competitor access to an essential facility when it is economically feasible to do so[75]

c. Engaging in an exclusionary act, other than an act listed in paragraph (d), if the anti-competitive effect of that act outweighs its technological efficiency and other pro-competitive gains[76]

d. Engage in any of the following exclusionary acts, unless the firm concerned can show technological efficiency and other pro-competitive gains which outweigh the anti-competitive effect of its act:

   i. requiring or inducing a supplier or customer not to deal with a competitor;

   ii. Refusing to supply scarce goods to a competitor when supplying those goods is economically feasible;

   iii. Selling goods or services on condition that the buyer purchases separate goods or services unrelated to the object of a contract, or forcing a buyer to accept a condition unrelated to the object of a contract;

   iv. Selling goods or services below their marginal or average cost; or

   v. Buying up a scarce supply of intermediate goods or resources required by a competitor.

[74] Ibid, s 72(2)(a).
[75] Ibid, s 72(2)(b)
[76] Ibid,

e. Limiting production, markets or technical development.[77]

f. Applying dissimilar conditions to equivalent transactions, thereby placing certain parties at a competitive disadvantage.[78]

Under the FCCPA, abusing a dominant position attracts a fine of up to 10% of turnover and criminal liability.[79] *Article 5* of the ECOWAS Supplementary Act extends similar rules at the West African level.[80] However, the FCCPA also recognizes that not every restrictive agreement is automatically unlawful.[81] *Section 60* of the FCCPA provides a limited exemption for agreements or decisions by associations of undertakings where the FCCPC expressly authorizes them. For such authorization to stand, three cumulative conditions must be met. First, the agreement must contribute to improving production or distribution of goods or services or promote technical or economic progress, while ensuring that consumers receive a fair share of the resulting benefit.[82] Second, the restrictions imposed must be indispensable to achieving those objectives.[83] Third, the agreement must not afford the undertakings the possibility of eliminating competition in a substantial part of the relevant market.[84]

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[77] FCCPA, s 59(2)(c).

[78] Ibid, s 66(1)(c).

[79] *Ibid.*, s 74(1)(2); B Olumide and others, 'Nigeria Competition Law Considerations in Negotiating Restrictive Agreements ' <https://ao2law.com/wp-content/uploads/2024/07/Nigeria-Competition-Law-Considerations-in-Negotiating-Restrictive-Agreements-July-2024.pdf> accessed 12 June 2025.

[80] ECOWAS Supplementary Act A/SA.1/12/08, art 5.

[81] FCCPA, s 60.

[82] Ibid, s 60(a).

[83] Ibid, s 60(b).

[84] Ibid, s 60(c).

This exemption framework under *Section 60* of the FCCPA is similar to *Article 101(3)* TFEU, which the Grand Chamber applied in *Diarra* and rejected for lack of proof that FIFA's rules generated compensating efficiencies.[85] The lesson for Nigeria is that self-regulatory rules in sport (such as eligibility criteria, transfer restrictions or exclusive broadcasting rights) may only survive scrutiny if they demonstrably create efficiency gains and pass all three conditions under *Section 60* of the FCCPA. In practice, however, regulators are yet to apply this rigorous test. The FCCPC has not demanded evidence from sporting bodies to show that exclusionary rules actually enhance efficiency or distribute benefits fairly to consumers and athletes. As a result, the current enforcement gap could allow self-interested sporting associations to invoke 'integrity' or 'development' without satisfying the statutory benchmarks.

In 2023, Nigeria Premier Football League (NPFL) sold exclusive domestic broadcast rights to StarTimes for ₦1 billion over five seasons roughly €0.9m per season.[86] Only 2 matches per round were broadcast live until February 2024, rising to 8 by 2025/2026 season.[87] However, the limited coverage and modest annual revenue reveal the same structural problem that the Grand Chamber condemned: an exclusive and non-transparent rights grant that establishes the league's gatekeeper role and stifles both market growth and fan access.[88]

Despite the absence of sports-specific decisions, the FCCPC has demonstrated enforcement capacity in other sectors. In July 2024,

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[85] *Diarra*, para 203.

[86] Lagos Metropolitan, 'NPFL and StarTimes sign five-year ₦1 Billion broadcast rights deal to bring Nigerian football to TV screens' <https://lagosmetropolitan.com/2023/11/03/npfl-and-startimes-sign-five-year-₦1-billion-broadcast-rights-deal-to-bring-nigerian-football-to-tv-screens/> accessed 14 June 2025.

[87] *Ibid.*

[88] *European Superleague*, para 176 and 232; *ISU*, para 146.

the Commission imposed a fine of USD 220 million on Meta/WhatsApp for exploitative and discriminatory practices, and in April 2025 the Federal Competition and Consumer Protection Tribunal (FCCPT) upheld that penalty.[89] In March 2025, the FCCPC also filed charges against MultiChoice Nigeria and its chief executive for defying regulatory directives by raising pay-TV subscription fees despite an order to maintain existing prices.[90] These interventions, though outside the sporting domain, show that the FCCPC is positioning itself as an assertive regulator. These examples provide important precedents for the scrutiny of large digital and media firms. However, none of them directly confront the structural conflicts, prior-approval regimes or sanctioning powers that dominate Nigerian sport. The absence of a sports precedent shows that antitrust law is under-applied in stadiums, federations and broadcast markets in Nigeria.

Thus, the Grand Chambers rulings therefore have the following implications for Nigeria:

2. With respect to event-approval monopolies, the Nigerian Football Federation (NFF) requires prior consent for interstate tournaments under unpublished criteria.[91] This mirrors the UEFA scheme which the Court has condemned.

3. The NPFL Board regulates fixtures, discipline and licensing and sells the league's media inventory. That dual role aligns

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[89] FCCPC, 'Violations: Tribunal Upholds FCCPC's $220 Million Fine Against Meta/WhatsApp' <https://fccpc.gov.ng/violations-tribunal-upholds-fccpcs-220-million-fine-against-meta-whatsapp/> accessed 4 October 2025.

[90] FCCPC, Violations: FCCPC Files Charges Against Multichoice' <https://fccpc.gov.ng/violations-fccpc-files-charges-against-multichoice/> accessed 4 October 2025.

[91] K Abel, 'State Preliminaries for the 2025 President Federation Cup Begin' <https://www.footballinnigeria.com.ng/football-events-and-tournaments/state-preliminaries-for-the-2025-president-federation-cup-begin/> accessed 13 June 2025.

with UEFA/FIFA and ISU structures which has now been dismantled by the Court.

4. The 2023 deal between NPFL and Star Times is barely €30,000 per club, which is far below even second-tier African benchmarks. This signals a likely under-valued and non-competitive sale which echoes *European Superleague* that when a dominant organizer sells rights without competition, price is usually suppressed, thereby starving the sport of resources.[92]

5. The rulings demonstrate that even though sports associations have autonomy to regulate competitions, their rules must comply with EU competition law.[93] This legal principle is relevant to Nigeria and Africa, where sports associations such as Confederation of African Football (CAF) and national football federations often exercise significant regulatory and commercial powers. The reasoning of the Grand Chamber uncovers the need for African sports bodies to ensure that their self-regulatory frameworks do not violate competition laws, particularly in areas such as player eligibility, broadcasting rights and market access.

6. The $300,000 fine on CAF and BEIN Media Group for anticompetitive practices demonstrates the growing enforcement of competition law in Africa.[94] The FCCPC and other regional bodies like ECOWAS must adopt approaches similar to the Grand Chamber rulings in order to scrutinize agreements that prevent, restrict or distort competition in sports markets.

7. The limits of self-regulation in sport, especially when it conflicts with competition law, serves as a lesson for the

[92] *European Superleague*, paras 206-207, 232.
[93] *ISU*, para 196.
[94] Olumide (n 79).

Nigerian Football Federation (NFF), which often operate with minimal oversight. The rulings call for robust regulatory frameworks to ensure that self-regulatory practices in sports do not lead to anticompetitive rules or practices.

8. Regulators, businesses and sports associations must therefore work together to implement the lessons from these rulings so as to ensure that the sports sector contributes meaningfully to economic progress and youth development in Nigeria.

5. Conclusion and Recommendations

As shown in this paper, the Grand Chamber has rejected the notion that sporting autonomy overrides competition law. Rules that rely on discretionary approval, blanket sanctions or non-transparent exclusivities are now regarded as restrictive by object and presumptively unlawful under EU law. This shift matters not only for European sport but also for jurisdictions such as Nigeria, where federations exercise similar gatekeeping powers. The Nigerian FCCPA already mirrors the EU model in text, but its jurisprudence is still underdeveloped and its application to sport is indirect and implied. To secure a level playing field, Nigeria should incorporate into practice the four-limb checklist of legitimate aim, objective criteria, proportionality and independent review.

In light of this submission, the paper recommends as follows;

1. The Nigeria Football Federation (NFF) and Nigeria Premier Football League (NPFL) should be required to set out in writing the substantive criteria and procedures for granting approvals, imposing sanctions, or excluding clubs. These rules should be made publicly available and subject to consultation with clubs and players' unions.

2. The FCCPC should issue guidelines explaining how *Sections 59, 60 and 72* of the FCCPA apply to sports. These should clarify what constitutes an agreement "by object," what efficiencies could justify restrictions under *Section 60*, and what behavior amounts to abuse of dominance. This would educate federations and signal that antitrust obligations apply directly to sport.
3. The government should introduce a standing committee within the FCCPC or Ministry of Sports to hear appeals against federation decisions that affect market participation, such as licensing, transfers or broadcasting.