Out of Home Advertising Association of America

Legal Report Fall 2025

Clean Zones May Not Be So Clean After All

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The upcoming 2026 FIFA World Cup will have a significant impact on out of home (OOH) advertising. Not only will this event provide many business opportunities for the industry, it may also present unique regulatory issues.

For over twenty years, worldwide events such as the Olympics, Super Bowl, Cricket World Cup, and Rugby World Cup have imposed geographic advertising restrictions that limit promotional activity near event venues to official sponsors. These restrictions are referred to as "Clean Zones." This Fall 2025 Legal Report will address some of the potential legal implications of such restrictions.

I. Overview of FIFA's "Clean Zone" Approach to OOH Advertising

The 2026 FIFA World Cup will be the largest and most ambitious tournament in history, co-hosted by the United States, Canada, and Mexico. For the first time, 48 national teams will compete across 104 matches in 16 cities, including 11 cities in the U.S., such as Dallas, Los Angeles, Seattle, and Miami. The tournament kicks off on June 11th in Mexico City and concludes with the final match at MetLife Stadium in New Jersey on July 19th.

In order to protect FIFA's commercial interests and those of its official sponsors by preventing ambush marketing and unauthorized brand visibility, FIFA has implemented a "Clean Zone" approach to advertising. FIFA describes this brand protection strategy as follows:

> Clean Zones around World Cup stadiums and other event sites are a further element to protect the integrity of our commercial programme. Clean Zones are defined by an imaginary line on a map, not a physical barrier, and restrict the commercial activities of unauthorised businesses on matchdays and on the days leading up [to] a match during tournament time. Clean Zones are prescribed by local laws or regulations to provide additional legal protection against prohibited marketing activities, such as the distribution of promotional items or flyers by non-sponsor businesses, unauthorised traders, the sale of

counterfeit goods and unauthorised ticket sales. (FIFA's approach to brand protection | inside.fifa.com)

As noted above, these "Clean Zones" are "prescribed by local laws or regulations to provide additional legal protection," and FIFA enters into agreements with the local governments of host cities to implement these restrictions. For example, the FIFA-City of Seattle Host City Agreement (the "Agreement") (FIFA Seattle Agreement) grants FIFA the authority over a zone adjacent to Lumen Field. Within this zone, Seattle is obligated to establish a "Controlled Area" (to be determined by FIFA) around Lumen Field to, among other things, "ensure that, to the extent permitted by applicable laws and regulations, any advertisement and other commercial identification located within the Controlled Area will be removed or fully covered." Agreement, Section 8.3(iii), at 32. Section 8.3(iii)(c) mandates the Host City "use best efforts to discuss, in the name, and on behalf, of FIFA and the Member Association, [the Controlled Area contractual] requirements with the owners and operators of any buildings and spaces located within the Controlled Area and, to the extent necessary to ensure compliance with these requirements and to enter, at its own costs, into the respective agreements and/or arrangements with these owners or operators." This Agreement is consistent with FIFA's "Clean Zone" policy, which designates areas surrounding stadiums and fan venues where commercial activities—including OOH advertising—are heavily restricted during tournament periods.

"Outdoor Media" is specifically targeted in Section 8.3(iv)(a), which states that "the Controlled Area must be free and clear of any Outdoor Media (in accordance with the instructions by FIFA and the Member Association). The removal and coverage of the Outdoor Media may be done temporarily." Additionally, Section 8.4 requires Seattle to proactively secure Outdoor Media for the use and benefit of FIFA. "The Host City Authority shall secure and provide to FIFA, Outdoor Media at the locations in the Venue, and on such terms, as set out in in [*sic*] Annexe 2. Such Outdoor Media shall be secured and provided to FIFA for the period commencing two (2) weeks prior to the start of the Competition, during the Competition and until forty eight (48) hours after the last Match staged in the Host City." Agreement, Section 8.4(i), at 34.

II. Comparative Example: "Clean Zones" in Global Sports and Festivals

Super Bowl LX will take place on Sunday, February 8, 2026, at Levi's Stadium in Santa Clara, California, marking its second time hosting the NFL's biggest game. The stadium is home to the San Francisco 49ers. Just like FIFA, the NFL also employs "Clean Zones" for Super Bowl host cities. These zones restrict temporary signage, sales permits, and promotional activities unless authorized by the NFL or its host committee.

For example, in 2011, when Super Bowl XLV was held at AT&T Stadium, the NFL required Arlington, Texas to enact a "Clean Zone" ordinance prohibiting temporary outdoor advertising displays within a one-mile radius of the stadium during Super Bowl Week. *See* ARLINGTON, TEX., Ordinance No. 10-095 (2011) (repealed 2011). The City of Fort Worth, which hosted Super Bowl-related events, such as the NFL Experience, and housed the AFC champions, also enacted a "Clean Zone" ordinance, as required by the NFL. While Arlington's ordinance did not permit any temporary commercial advertising within the "Clean Zone," Fort Worth's ordinance allowed such advertising if it was "authorized by the NFL." FORT WORTH, TEX., Ordinance No. 19492-12-2010 (2010) (repealed 2011).

These "Clean Zones" have been in existence dating back to the 2003 Cricket World Cup and have also been referred to as "Exclusion Zones." Examples of other sporting events employing these geographic advertising restrictions are the 2008 Bejing Olympics (and subsequent Olympics), the 2009 NBA All-Star Week, the 2011 Rugby World Cup, and the 2014 MLB All-Star Game. (Ambush marketing | wikipedia.com)

The use of "Clean Zones" has also extended beyond the realm of sports. Essence Fest worked with the City of New Orleans to establish a "Clean Zone" around its event in an effort to protect its official vendors and trademarks by preventing ambush marketing. (The Breakdown: What is a "Clean Zone" Ordinance? | wwltv.com)

III. Legal Issues

The implementation of "Clean Zones" may raise potential legal issues, ranging from free speech considerations to the improper delegation of governmental power. The following discussion examines these legal considerations.

A. First Amendment – Content-Based Regulation of Speech

Restrictions in "Clean Zones" implicate the First Amendment, particularly when speech is regulated based on its content or speaker.

A case familiar to many of us in OOH is *City of Austin, Texas v. Reagan National Advertising of Austin, LLC, et al.*, 596 U.S. 61 (2022). Among many of the takeaways from this case, it stands for the premise that "[a] regulation of speech is facially content based under the First Amendment if it 'target[s] speech based on its communicative content'–that is, if it 'applies to particular speech because of the topic discussed or the idea of message expressed.'" *Id.* at 69 (citation omitted). In deciding that the on-/off-premises distinction at issue was not a content-based distinction, the Court noted that the sign's message mattered only to the extent that it informed the sign's relative

location and was thus like ordinary time, place, or manner restrictions. *See id.* at 62. In other words, because "a location-based and content-agnostic on-/off-premises distinction does not, on its face, 'singl[e] out specific subject matter for differential treatment,'" the Court held the distinction was not content-based. *Id.* at 76 (citation omitted).

Because a regulation prohibiting non-sponsor advertisements, while permitting sponsor advertisements, can be characterized as content-based under the Court's reasoning in *City of Austin*, a "Clean Zone" ordinance would likely constitute an unconstitutional restriction on speech.

In *Ward v. Rock Against Racism*, 491 U.S. 781 (1989), the United States Supreme Court addressed the validity of a New York City Use Guideline that controlled the sound volume and mix of concerts at the Naumberg Acoustic Bandshell in Central Park. The Court referenced its requirements that "even in a public forum the government may impose reasonable restrictions on the time, place, or manner of protected speech, provided the restrictions 'are justified without reference to the content of the regulated speech, that they are narrowly tailored to serve a significant governmental interest, and that they leave open ample alternative channels for communication of the information." *Id.* at 791 (citations omitted).

With regard to the first requirement, the "principal inquiry in determining content neutrality, in speech cases generally and in time, place, or manner cases in particular, is whether the government has adopted a regulation of speech because of disagreement with the message it conveys. The government's purpose is the controlling consideration. A regulation that serves purposes unrelated to the content of expression is deemed neutral, even if it has an incidental effect on some speakers or messages but not others." *Id.*

The second inquiry turns on whether the regulation is "narrowly tailored to serve a significant governmental interest." The Court reaffirmed that "a regulation of the time, place, or manner of protected speech must be narrowly tailored to serve the government's legitimate, content-neutral interests but that it need not be the least restrictive or least intrusive means of doing so. Rather, the requirement of narrowly tailoring is satisfied 'so long as the . . . regulation promotes a substantial government interest that would be achieved less effectively absent the regulation." *Id.* at 798-99 (citations omitted).

In discussing the third and final prong, the *Rock Against Racism* Court found the guideline at issue left open "ample alternative channels for communication of the information." *Id.* at 791. The Court stated the guideline easily satisfied this final

requirement as it did "not attempt to ban any particular manner or type of expression at a given place or time." *Id.* at 802.

Leading up to Super Bowl XLVII, held in New Orleans in 2013, the American Civil Liberties Union ("ACLU") filed suit over a "Clean Zone" ordinance passed by the city, arguing the ordinance was unconstitutional for banning protected speech. In response to the lawsuit, New Orleans amended its "Clean Zone" ordinance to allow noncommercial protected speech within the "Clean Zones." (ACLU Sues City of New Orleans Over Super Bowl "Clean Zone" Ordinance | aclu.org) The ACLU only addressed noncommercial speech in its lawsuit, but the same arguments could potentially apply to commercial speech as well.

B. First Amendment – Prior Restraint on Speech

An Arizona state court weighed in on the constitutional issues facing NFL "Clean Zones" in *Paulin v. Kate Gallego, et al.*, filed in the Superior Court of Maricopa County, Arizona. (Order re: Paulin's Complaint) Prior to Super Bowl LVIII in 2023, the City of Phoenix passed Resolution 22073, which designated an approximately two-square-mile area that included most of downtown Phoenix as a "Special Promotional and Civic Event" area. Paulin argued that the resolution was an unconstitutional prior restraint on speech and an unconstitutional delegation of power. The trial court granted Paulin's *writ of mandamus* and ordered Phoenix to "consider [Paulin's] temporary signage applications." The judge stated that "[p]rior restraints on speech and publication are the most serious and the least tolerable infringement" on free speech and expression. The court determined the City's regulation was an "unconstitutional content-based prior restraint on speech" and denied Paulin due process under the law. The court applied strict scrutiny when analyzing the constitutionality of the resolution, which is a high hurdle for any city to meet.

Based on the above analyses, it is difficult to see how any "Clean Zone" ordinance enacted for the World Cup would serve the government's interest with respect to the regulation of advertisements, which is based on safety and aesthetics, when signage approved by FIFA is exactly the same as signage that is not approved by FIFA.

C. Fifth Amendment – Takings Clause

The Fifth Amendment requires the government to pay just compensation when private property is taken for public use, and it applies to both physical and regulatory takings. A physical taking occurs when the government physically takes or occupies private property. If a "Clean Zone" ordinance would force the removal or covering of existing lawful signs, there could be a physical takings issue.

Regulatory takings occur when government action deprives property owners of the economically viable use of their property. If a "Clean Zone" ordinance would prohibit advertisers from selling advertising space to parties without FIFA approval, an argument may be made that a regulatory taking has occurred.

In *Pennsylvania Coal Co. v. Mahon*, 260 U.S. 393 (1922), the Supreme Court established that "if regulation goes too far, it will be recognized as a taking." In the case of *Penn Central Transportation Co. v. New York City*, 438 U.S. 104 (1978), the Supreme Court introduced a three-part test in determining if a regulatory action constitutes a taking: economic impact, interference with investment-backed expectations, and character of government action, with such third requirement now strictly limited to "a substantive due process inquiry" per *Lingle v. Chevron U.S.A. Inc.*, 544 U.S. 528 (2005).

Further, because the Fifth Amendment requires that there be a "public use" to justify the taking, when the government passes regulations that require the use of private property for the benefit of a private entity, it raises interesting questions about the validity of such action. In *Kelo v. City of New London*, 545 U.S. 469 (2005), the United States Supreme Court held that a local government could use eminent domain for private development pursuant to the state's eminent domain law, which authorized the use of eminent domain to promote economic development. However, a backlash occurred from the Court's holding, resulting in "Anti-Kelo" legislation being passed by most states across the country that prohibits the government's use of its eminent domain authority for private purposes. (Enacted Legislation Since Kelo | ij.org)

Therefore, an Anti-Kelo argument could be developed to challenge the validity of any "Clean Zone" regulation passed by a local government for the benefit of a private entity.

D. Fourteenth Amendment – Equal Protection

Government actions that favor certain businesses or speakers over others may violate the Equal Protection Clause. "Clean Zones," which favor certain advertisers over others based on event sponsorship, raise potential Equal Protection Clause concerns due to unequal or arbitrary treatment.

In *City of Cleburne v. Cleburne Living Center*, 473 U.S. 432 (1985), the U.S. Supreme Court struck down zoning discrimination against a group home for intellectually disabled individuals and boiled down the mandate of the "Equal Protection Clause of the Fourteenth Amendment [which] commands that no State shall 'deny to any person within its jurisdiction the equal protection of the laws,'" to the simplest of terms that

"all persons similarly situated should be treated alike." *City of Cleburne*, 473 U.S. 432, 439.

E. Delegation of Governmental Powers

Delegating regulatory authority to private entities raises constitutional concerns under the nondelegation doctrine. To the extent any "Clean Zone" ordinance would permit only FIFA-approved advertisements within a "Clean Zone," the ordinance may constitute an unconstitutional delegation of governmental power to a private entity.

In *Carter v. Carter Coal Co.*, 298 U.S. 238 (1936), the Supreme Court invalidated a law allowing coal producers to set industry standards, calling it "legislative delegation in its most obnoxious form." *Larkin v. Grendel's Den, Inc.*, 459 U.S. 116 (1982), held that delegating veto power over liquor licenses to churches violated the Establishment Clause and Due Process. In contrast, *Sunshine Anthracite Coal Co. v. Adkins*, 310 U.S. 381 (1940), upheld a scheme where private proposals were subject to government approval, distinguishing it from *Carter Coal*. Accordingly, a "Clean Zone" ordinance may be invalid due to an improper delegation of governmental power if a use is permitted only with the consent of a private party. *See Washington ex rel. Seattle Title Trust Co. v Roberge*, 278 U. S. 116, 121-22 (1928).

IV. Supplemental Legal Analysis from Scholarly and Industry Sources

Scholarship and industry commentary provide further support for the constitutional concerns raised by FIFA's "Clean Zone" regime. Ari J. Sliffman's article in the Marquette Sports Law Review, "Unconstitutional Hosting of the Super Bowl: Anti-Ambush Marketing Clean Zones' Violation of the First Amendment,"22 MARQ. SPORTS L. REV. 257 (2011), offers a comprehensive critique of "Clean Zone" ordinances enacted at the behest of private sports entities. Sliffman argues that such ordinances may violate the First Amendment by granting unbridled discretion to private actors like the NFL or FIFA to approve or deny commercial speech in public spaces. He cites *Atlanta Journal & Constitution v. City of Atlanta Department of Aviation*, where the Eleventh Circuit struck down an ordinance that gave Coca-Cola exclusive advertising rights in airport newsracks, finding that the lack of objective standards for permitting decisions rendered the ordinance unconstitutional.

Sliffman also applies the *Central Hudson* test for commercial speech, concluding that "Clean Zone" ordinances often fail the narrow tailoring requirement. He emphasizes that cities must not enact ordinances that facially discriminate against non-sponsor speech or delegate enforcement authority without clear and objective criteria. His analysis reinforces the argument that Seattle's agreement with FIFA may be

constitutionally infirm if it allows FIFA to suppress lawful commercial speech without sufficient governmental oversight or justification.

Sliffman also points out that the Lanham Act provides protection for sports entities with respect to trademark infringement and misappropriation of goodwill. *See* 15 U.S.C. §§ 1114, 1125 (2011). He also notes the Ted Stevens Amateur Act grants the United States Olympic Committee the right to control the use of Olympic-related words, marks, mottos, or insignia. *See generally* 36 U.S.C. §§ 220501-220529 (2011). Lastly, he mentions that foreign countries, such as Canada, China, Greece, Italy, Australia and South Africa, have also passed legislation to protect event advertising for various world sports events.

The International Chamber of Commerce established an Advertising and Marketing Communications Code that was first issued in 1937. The current ICC Code includes a section regarding the "ambushing" or sponsored events which states that a party should not represent that it is a sponsor of any event when it is not, in fact, an official sponsor. *See* ICC Advertising and Marketing Communications Code, art. B4 (2024).

Together, these sources bolster the conclusion that FIFA's "Clean Zone" model raises serious constitutional questions. They suggest that cities should scrutinize such agreements carefully and consider alternative legal frameworks, including state constitutional protections and statutory safeguards, to ensure that public interests are not subordinated to private commercial agendas.

V. Conclusion

FIFA's "Clean Zone" model presents significant legal challenges under the First, Fifth, and Fourteenth Amendments, as well as the nondelegation doctrine. While these zones serve commercial interests, they risk infringing on constitutional protections when implemented through public-private agreements.

The industry may need to explore federal and state constitutional claims and as well as statutory protections, which may offer broader safeguards against compelled speech, uncompensated takings, and unequal treatment. Additionally, future agreements between sporting event hosts and host cities should be scrutinized to include clearer, legal limitations on private control over public spaces and ensure transparency and accountability in enforcement.

This Legal Report is not intended to provide legal advice concerning any specific matter but is a general legal discussion regarding this topic. Further, Andy and Allen would like to thank Allen's partner, Lauren Beverly, for her assistance and contributions to this article.