



Research Paper

The Evolution of Sponsorship Contracts in Sports: From Traditional Agreements to Online Marketing

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ABSTRACT: Sports sponsorship has become one of the most dynamic and influential mechanisms in the global sports industry, serving as a bridge between commercial interests and social engagement.

This paper examines the legal nature and evolution of sports sponsorship contracts, with particular reference to the Albanian and European legal frameworks. It explores the transformation of sponsorship from traditional contractual arrangements into complex, multi-layered partnerships shaped by the rise of digital marketing, social media, and artificial intelligence.

The analysis demonstrates that, while sponsorship has long operated as a bilateral commercial relationship, its increasing reliance on digital platforms introduces novel legal challenges — particularly in relation to image rights, data protection, and contractual liability. Through comparative references to EU law, Italian jurisprudence, and the Albanian Civil Code, the study highlights the need for specific legislative provisions to regulate sports sponsorship, ensuring transparency, predictability, and fairness for all contracting parties.

Finally, the paper advances targeted reforms and policy recommendations designed to align Albanian legislation with EU standards while fostering ethical, sustainable, and innovation-oriented governance in sport.

KEYWORDS: Sports sponsorship; contract law; image rights; digital marketing; Albanian legal framework.

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I. INTRODUCTION

In recent decades, sport has evolved into a global industry in which economic relations play a fundamental role. Among the most significant instruments within this field is the sponsorship contract — a legal agreement through which an economic entity provides financial or material support in exchange for advertising rights, image use, or brand promotion (Cornwell & Maignan, 1998; Chadwick & Thwaites, 2005). The evolution of sports marketing has profoundly transformed the nature of such contracts, moving beyond traditional agreements toward more intricate forms of digital and online collaboration that now rely heavily on social media networks, digital platforms, and influencer partnerships (Nufer & Bühler, 2010; Santomier, 2008).

In Albania, sponsorship contracts in the sports sector have experienced significant growth only in recent years, reflecting both the professionalization of sports and the growing interest of brands in associating their image with athletes and sporting events (Kume, 2020). Despite this progress, the Albanian legal framework still lacks specific regulation governing sports sponsorship, leaving the interpretation and application of such contracts largely dependent on the general principles of civil and commercial law. This legal vacuum underscores the necessity of a more systematic and analytical examination of the contractual mechanisms, rights, and obligations involved in sports sponsorship.

The purpose of this study is to analyze the evolution of sports sponsorship contracts, assess the legal challenges arising in the digital era, and propose recommendations to improve the Albanian regulatory framework. Through an examination of legal literature, comparative jurisprudence, and best international practices, this article aims to contribute to the academic and practical understanding of how sponsorship in sport has evolved from a simple exchange of visibility to a multidimensional, legally sophisticated partnership (Weatherill, 2017; Mestre, 2011).

II. THE CONCEPT AND LEGAL NATURE OF SPORTS SPONSORSHIP CONTRACTS

Sport, one of humanity's oldest and most passionately followed activities, has long offered fertile ground for commercial collaboration. Over time, sport has become an especially attractive arena for companies, offering not only prestige but also significant potential for profitable investment. In recent decades, sports sponsorship has emerged as one of the most powerful instruments of marketing communication, as corporations attempt to channel the emotional attachment that supporters feel toward their favorite teams and athletes. This emotional resonance provides an effective means of strengthening brand visibility and consumer loyalty (Pope & Voges, 2000; Cornwell & Kwak, 2015).

A sports sponsorship contract is, at its core, a bilateral arrangement in which a sponsor agrees to provide financial, material, or service-based assistance in return for the right to associate its brand, product, or service with a sporting activity, athlete, or event (Nufer & Bühler, 2010). Through this association, the sponsor seeks to enhance public recognition by linking its name, logo, or other distinctive marks with an individual athlete, a team, or a competition of public interest (Chadwick & Thwaites, 2005).

The contractual form of sponsorship varies according to the parties' commercial objectives and promotional needs. In practice, it often produces hybrid legal structures that combine elements of advertising, service provision, and partnership agreements. Today, sports sponsorship operates primarily as a commercial partnership between a company and a sports organization, such as a football, basketball, or volleyball club, intended to strengthen the company's public image and market visibility through its association with the team's brand. (Slack & Amis, 2004).

A sound understanding of the team's culture is vital for a successful partnership. Businesses must ensure that their values align with the spirit and identity of the sporting entity to build a relationship that benefits both sides (Walraven, Bijmolt, & Koning, 2014). In return for the sponsor's financial commitment, the sports organization authorizes the use of its image and reputation for marketing purposes. Such cooperation may include:

- displaying the sponsor's logo or name at venues or on digital boards;
- featuring the team or athlete in promotional campaigns;
- endorsing the sponsor's products through branded apparel or equipment;
- creating shared digital content or linking the sponsor's and the club's official websites.

Sponsorship takes place at every level of sport, from community projects to international tournaments. Not only global events such as the UEFA Champions League, Europa League, or the Olympic Games attract sponsors; local clubs, schools, and amateur teams also enter similar partnerships. A small school team, for instance, may obtain uniforms from a local company, while promising young athletes might receive training scholarships, and elite players can earn substantial income through endorsement contracts (Gratton & Solberg, 2007).

In every instance, there is a direct correlation between the value of the sponsorship and the expected media exposure or influence of the sponsored subject. Hence, these agreements must carefully balance commercial interests, image rights, and contractual obligations, areas that increasingly require specific legal oversight in both national and international contexts (Weatherill, 2017).

Four Main Types of Sports Sponsorship are:

1. **Individuals.** - The athlete or performer who represents a brand may undertake duties such as displaying the sponsor's logo, wearing its apparel, or promoting particular products (Masteralexis, Barr, & Hums, 2019). In exchange, the sponsor may cover the athlete's training, travel, and accommodation expenses, as well as competition fees (Chadwick & Burton, 2020). This personal association strengthens the emotional tie between athlete and brand, thereby fostering deeper loyalty among consumers (Cornwell & Kwak, 2015; Meenaghan, 2013).
2. **Teams** - Clubs and teams typically wear uniforms bearing the sponsor's emblem, display banners, or even incorporate the company's name into the team or stadium title. In return, sponsors assume costs related to competition, travel, and maintenance, or provide equipment subsidies (Nufer & Bühler, 2010). Such collaborations offer mutual gain: financial stability for the team and increased public exposure for the sponsor.
3. **Sport** - Sponsors may become involved at the structural level of a sport by financing entire tournaments, leagues, or development programs. They often support coaching education, grassroots initiatives, and facility upgrades (Gratton & Solberg, 2007). Well-known examples include the Barclays Premier League or the Heineken Cup, where a corporate identity becomes inseparable from the competition itself (Lee, Sandler, & Shani, 1997; Cornwell, 2008).
4. **Events** - Brands frequently fund the organization and logistics of sports events, offering complimentary products or services to participants and covering venue, hospitality, and publicity expenses (Santomier, 2008). Event organizers, in turn, grant the right to use their logos and titles across marketing materials. Events like the Olympic Games and the FIFA World Cup clearly demonstrate how large-scale sponsorship can create mutual value, offering sponsors and organizers worldwide exposure and significant commercial returns (Weatherill, 2017).

This legal relationship can generate both opportunities and risks for each party. For the sponsor, key benefits include increased brand awareness, enhanced corporate reputation, and the possibility of fiscal incentives through deductible marketing investments. For the sponsored party, advantages include financial support, equipment subsidies, coverage of training expenses, and improved organizational stability (Chadwick & Thwaites, 2005).

III. THE HISTORICAL EVOLUTION OF SPONSORSHIP CONTRACTS IN SPORT AND THEIR LEGAL NATURE

Initially, sports sponsorship took the form of a simple, traditional arrangement: financial assistance offered to teams or athletes, often compensated only through limited physical advertising displayed during competitions or public events. With the advent of new technologies, however, sports marketing entered a transformative digital era. Today, promotion has expanded to include social media, audiovisual content, and interactive digital campaigns, especially through platforms like Instagram, TikTok, and YouTube. (Santomier, 2008; Hutchins & Rowe, 2012).

In Albania, the phenomenon of sports sponsorship has developed primarily in team sports and major athletic events, though it remains in a phase of gradual consolidation. A key obstacle is the lack of a comprehensive legal framework to regulate the field in a detailed and systematic manner (Sejdini, 2022).

Given its broad application in commercial practice, the sponsorship contract may be regarded as *typical* in a social sense but *atypical* from a legal perspective. Law No. 79/2017 “*On Sport*” recognizes sponsorship as a financing mechanism and links it to fiscal incentives; however, it falls short of establishing a comprehensive contractual framework (Law No. 79/2017, Art. 60). The growing importance of this instrument in commercial practice continues to fuel debate over its legal nature—an issue of not only theoretical interest but also of significant practical consequence, particularly in determining the applicable regulatory regime.

Albanian legislation does not contain specific provisions devoted to sports sponsorship agreements. As a result, such contracts are generally governed by the Civil Code of the Republic of Albania and the Law on Sponsorships, both of which are grounded in the principle of freedom of contract. (Albanian Civil Code, Art. 659 et seq.).

From a doctrinal standpoint, the sponsorship contract is regarded as an atypical agreement, as it is not expressly defined in the Albanian Civil Code but arises from the parties’ autonomy of will. It is a bilateral contract, as each party assumes reciprocal obligations: the sponsor provides financial or material support, while the athlete or club undertakes to deliver publicity and image promotion (Bianca, 2015).

The sponsorship contract carries both an economic and a personal dimension: it functions as part of commercial exchange while remaining closely connected to the athlete’s image, reputation, and personal identity. Accordingly, sports sponsorship combines elements of service agreements, advertising contracts, and, in some instances, copyright or image-rights licenses (Di Nella, 2014; James, 2018). Its object is typically specific and personal in nature, involving the athlete’s likeness, the use of logos, or advertising within defined time periods.

As a rule, sponsorship agreements are formal and time-limited, requiring the specification of contractual duration, financial remuneration, and performance-monitoring criteria. The written form offers clear advantages, as it simplifies the verification of obligations and potential breaches in the event of a dispute and allows the inclusion of jurisdiction clauses that clearly identify the competent court and prevent uncertainty in enforcement (Weatherill, 2017).

Consistent with Albanian law and European Union standards, sponsorships that conflict with public morals or the public interest are prohibited. This includes sponsorship by tobacco companies, explicitly banned under Directive 2003/33/EC on the advertising and sponsorship of tobacco products (European Union, 2003).

IV. SPECIFIC ELEMENTS IN SPORTS SPONSORSHIP CONTRACTS

In a sponsorship relationship, the sponsor is the party seeking to gain a commercial or reputational advantage by associating its name, brand, or distinctive symbols with a sporting, artistic, or cultural activity.

Traditionally, this role has been occupied by private enterprises, which consider sponsorship an essential tool for marketing and public communication. In recent decades, however, it has become increasingly accepted that even public entities—such as municipalities, regional administrations, or state institutions—may act as sponsors, using this mechanism to promote their institutional image or to support initiatives serving the public interest (Bianca, 2015; Di Nella, 2014).

a) Entities with an Associative Structure (Sponsor Groups)

This category includes organizing committees and pools of companies that are frequently involved in sponsoring major sporting events. Such entities are often formed through the collaboration of several companies that provide financial or material support (e.g., sports equipment) to federations or sports clubs. By doing so,

they share the financial burden of sponsorship while collectively benefiting from enhanced public exposure (Chadwick & Burton, 2020).

It is common for sponsorship contracts to include a non-competition clause, intended to prevent the sponsored party (*sponsee*) from entering into additional sponsorships, particularly with competitors of the original sponsor, during the duration of the agreement (James, 2018). In addition, an exclusivity clause may be incorporated, granting the sponsor specific exclusive rights. In technical sponsorships, this often includes the exclusive right to supply equipment and to use the title “*official sponsor*” for promotional purposes (Nufer & Bühler, 2010). Such clauses typically appear in the regulatory section of the contract and can be modified or limited by tolerance provisions or complementary non-competition clauses.

b) Private Individual Entities

This is the most common category of sponsor, usually comprising companies, trademarks, or entrepreneurs aiming to strengthen their market presence by associating their brand with the positive image of athletes or teams. Typical examples include sponsorship agreements between global corporations such as Nike, Adidas, and Coca-Cola and leading sports organizations, which create long-term mutual recognition and brand loyalty (Pope & Vokes, 2000; Masteralexis, Barr, & Hums, 2019).

c) Public Entities

Public bodies—such as municipalities, governmental institutions, and public agencies—can also act as sponsors, particularly when seeking to promote national culture, sport, or tourism. Such sponsorships are often closely linked to the identity of a city or nation and represent a distinctive form of institutional support, combining economic promotion with the advancement of the public interest (Weatherill, 2017).

d) Banking and Insurance Institutions

Banks and insurance companies increasingly play a leading role in modern sponsorship. Their strong financial capacity and strategic marketing objectives allow them not only to expect economic returns but also to pursue corporate reputation and brand positioning (Chadwick & Thwaites, 2005). In Albanian practice, this type of sponsorship is typically associated with major national or international sporting events, where banks or insurers act as principal sponsors. Their involvement typically includes incorporating the institution’s name into the event’s title as well as its advertising and promotional campaigns (Sejdini, 2022).

The Sponsored Party (Sponsee) -The sponsee is the entity that receives financial or material assistance in exchange for offering advertising exposure or image rights. Depending on the context, this role may be played by a sports team, an individual athlete, a sports federation, or an event organizer (Di Nella, 2014).

Causal Basis of the Contract - Both doctrine and case law have addressed the *causa* (legal purpose) of sponsorship contracts. According to the subjective theory, the cause reflects the specific purpose for which the parties decide to engage, as concretized in their agreement (Bianca, 2015).

In practice, sponsorship contracts often include clauses such as:

- Provisions regulating the use of the athlete’s image;
- Clauses defining financial compensation and payment procedures; and
- Provisions addressing violations or misuse of sponsorship materials (James, 2018; Weatherill, 2017).

These elements illustrate the dual nature of sports sponsorship—combining commercial aims with the protection of personal and image rights. They aim to balance the sponsor’s commercial interests with the ethical and reputational values of the athlete or sports organization.

V. CONTRACTUAL LIABILITY IN CASE OF BREACH OF SPORTS SPONSORSHIP AGREEMENTS

A sports sponsorship contract establishes reciprocal rights and obligations for both parties. When either party fails to fulfill these obligations or violates the agreed terms, contractual liability arises. The most frequent breaches involve the violation of advertising commitments, the parallel promotion of a competing sponsor, the non-payment of contractual sums, or the misuse of image rights—particularly when a sponsor exploits the name or likeness of a club or athlete beyond the contractual limits, causing moral or reputational harm (Bianca, 2015; James, 2018).

Generally, the sponsor’s main responsibility is to offer financial assistance to the sponsored party, whether as a single payment or through recurring contributions. The amount of compensation is typically determined by the parties’ agreement or, in its absence, by reference to customary market practice or relevant legal provisions (Di Nella, 2014).

Non-performance occurs when one party fails to respect the contractual terms—either completely (*total breach*) or partially (*partial breach*). Such failure gives rise to contractual liability for the defaulting party. In cases where the sponsor fails to deliver the promised financial or material support, the remedies established in civil law for non-performance apply, granting the sponsored party the right to terminate the contract and to seek damages, pursuant to Articles 640–641 of the Albanian Civil Code.

When the sponsor's obligation involves the delivery of specific goods, the Civil Code's provisions on non-conformity, defects, or eviction of the goods become applicable (Articles 480–494).

A recurring doctrinal debate concerns whether the obligation of the sponsored party (sponsee) to provide advertising value should be characterized as an *obligation of means* or an *obligation of result*. Most Albanian and comparative scholars agree that the sponsee is not bound to guarantee a precise level of advertising success desired by the sponsor, but rather to act diligently and professionally to promote the sponsor's brand and commercial interests (Bianca, 2015; Casini, 2018). According to this interpretation, the sponsee's duty is an obligation of means—to employ reasonable efforts and due care—rather than a guarantee of measurable outcomes.

In cases of contractual breach, the general provisions of the Albanian Civil Code on contractual liability apply, notably:

- Article 640 – The debtor who fails to perform is liable for damages;
- Article 641 – Liability extends to pecuniary damages (loss or loss of profit) and non-pecuniary damages where personality rights are affected, such as the reputation of an athlete or club;
- Articles 499 & 625 – Recognize moral damages, which are particularly relevant when a party's public image or reputation has been infringed (Kodi Civil i Republikës së Shqipërisë, 1994).

Although Albanian case law in this field remains limited, several judicial decisions illustrate the legal nature of sponsorship agreements and the emerging principles of compensation:

- **Decision no. 3810, dated 12.12.2019, Tirana District Court** – A sponsor filed a claim against a sports club for failing to display its logo during matches and events. The court upheld the claim and awarded compensation for the lost advertising benefit.
- **Decision no. 234, dated 18.03.2021, Administrative Court of Appeal** – The court recognized sponsorship as an activity serving the public interest, emphasizing its importance for the promotion and development of sport.
- **Decision no. 172, dated 05.05.2020, Durrës, District Court** – An athlete successfully sought moral damages against a company that used his image in political advertising beyond contractual limits. The court partially upheld the claim, granting compensation for reputational harm.

This emerging jurisprudence demonstrates that Albanian courts increasingly treat sponsorship contracts as bilateral commercial agreements with both economic and personal dimensions. They underscore not only the financial consequences of non-performance but also the protection of moral and image rights, aligning domestic practice with EU principles on contractual performance and personality protection (Directive 2005/29/EC; Charter of Fundamental Rights of the European Union, Art. 7).

VI. LEGAL CHALLENGES IN THE DIGITAL ERA

In the age of digitalization, sports marketing and sponsorship have undergone a profound transformation. Traditional promotional formats—such as stadium banners, jersey logos, or televised advertisements—are gradually being replaced by digital strategies centered on online platforms and social media. Sports sponsorship has thus entered a new dimension, where advertising, visual identity, and fan engagement are achieved through digital ecosystems that include social networks, streaming platforms, and emerging technologies such as non-fungible tokens (NFTs). This evolution introduces a series of legal challenges that existing legislation only partially addresses, highlighting the need for a renewed understanding of the legal nature and protective mechanisms of sponsorship in the contemporary digital environment (Hutchins & Rowe, 2012; Santomier, 2008).

The digital transformation of the sports industry has redefined the dynamics of sponsorship, shifting attention from traditional advertising to what scholars describe as the “attention economy,” in which visibility and engagement are key forms of capital (Boyd & Ellison, 2008). Today, the public image of an athlete or sports team extends far beyond the physical arena: a single post on platforms such as Instagram, TikTok, X (formerly Twitter), Twitch, or YouTube can have a broader and more immediate impact than a conventional media campaign (Parganas & Anagnostopoulos, 2015).

This shift gives rise to several emerging legal concerns, including:

- the management of digital image rights, particularly in cases where content is automatically generated by artificial intelligence (AI);

- the protection of trademarks and logos within virtual and interactive environments, such as the metaverse and esports ecosystems;
- the issue of liability for misleading or undisclosed sponsored content on social media, in light of Regulation (EU) 2019/1150 and the Digital Services Act (DSA); and
- the safeguarding of personal data, as required under the General Data Protection Regulation (GDPR).

In this context, the athlete's image has become a valuable digital asset with high economic and symbolic value. The widespread redistribution of content across the Internet, the creation of digital avatars, and the growing use of AI-generated media—including synthetic videos, advertisements, or deepfakes—raise new legal questions concerning authorship, consent, and the ownership of digital likenesses (European Union, 2022).

Italian jurisprudence has long affirmed that the right to one's image is inalienable, though it may be granted under a limited license for advertising purposes (Cass. civ., sez. I, n. 3679/1997). When sponsorship expands into virtual or hybrid environments, such as metaverse platforms or online gaming, the sponsorship contract must expressly specify:

- the extent of digital reproduction rights;
- the limitations on third-party use of the image; and
- the obligations to safeguard the athlete's dignity and professional reputation (Weatherill, 2017; Di Nella, 2014).

In Albanian law, the protection of image rights is grounded in Article 625 of the Civil Code and Law No. 9887/2008 "On the Protection of Personal Data." Nevertheless, these provisions remain only partially adapted to the complex realities of interactive and virtual publicity.

Although digital sports sponsorship in Albania is still in its early stages, it is expanding rapidly, particularly in football and basketball. However, there is still no specific regulatory framework defining the scope of liability for digital advertising, the legal status of user-generated or athlete-distributed content, or the standards of transparency applicable to sponsors and sports organizations (Sejdini, 2022).

For these reasons, the Albanian legislator should harmonize domestic law with key European regulatory instruments—particularly the Digital Services Act (DSA), the Digital Markets Act (DMA), and the GDPR—to establish a coherent legal framework that encourages technological innovation while safeguarding the ethical and social values of sport.

VII. CONCLUSIONS AND RECOMMENDATIONS

Sponsorship has become one of the most powerful instruments of modern marketing, and sport remains the most effective medium through which brands connect with wide audiences. When entering into a sponsorship agreement, the sponsor's central aim is to promote its image, enhance audience engagement, and expand access to target markets. To achieve this, the sponsor aligns its brand identity with the image and reputation of the sponsored party, an association that distinguishes sponsorship contracts from other conventional forms of communication, such as advertising, propaganda, or public relations.

Sports organizations provide an exceptionally effective channel for reaching large audiences. For this reason, sponsors increasingly offer financial or material support to athletes, clubs, federations, and sports organizations. Consequently, nearly every professional athlete, coach, or sports club today maintains at least one sponsorship arrangement in exchange for marketing and promotional exposure.

This explains why sports sponsorship remains the most widespread and commercially significant form of sponsorship—and why this study has focused on its legal structure and contractual implications.

The analysis demonstrates that sports sponsorship contracts have evolved profoundly with the rise of digital marketing and social media-based promotion. Nevertheless, in Albania, the absence of a specific and comprehensive legal framework continues to create uncertainty for contracting parties, limiting predictability and the effectiveness of contractual enforcement.

Recommendations

The study underscores the urgent need for a clearer and more coherent legal framework governing sports sponsorship in Albania. It is essential to establish clear legislative provisions governing sponsorship contracts, with particular attention to image rights, digital marketing practices, and the legal status of online content created or shared by athletes and sponsors.

At the same time, consistent judicial practice and scholarly interpretation should be fostered to establish a stable line of jurisprudence and doctrinal coherence. Sponsorship agreements must be drafted with greater contractual precision, incorporating well-defined clauses on the parties' rights and obligations, mechanisms for the protection of image rights, and clear rules on compensation in the event of breach.

The scope of compensable damages should be expanded to include not only financial loss but also moral and reputational harm, in accordance with Articles 625 and 641 of the Albanian Civil Code.

The formalization of sponsorship contracts in writing remains essential to ensure evidentiary reliability, facilitate dispute resolution, and reinforce legal certainty. Beyond its commercial dimension, sponsorship should also be acknowledged as a vital mechanism for the development of sport in Albania, one that demands transparent governance and a predictable regulatory framework. Finally, by promoting jurisprudential consistency and awareness of ethical standards and image protection, Albania can align its legal framework with European best practices and foster a fair, transparent, and sustainable sports industry.

In conclusion, sports sponsorship functions not only as a commercial contract but also as a social and cultural instrument, fostering the development of sport, public engagement, and ethical values. Aligning Albanian legislation with EU standards—including the Digital Services Act (DSA), Digital Markets Act (DMA), and GDPR—would enhance the protection of both sponsors and athletes, while improving the credibility, transparency, and sustainability of the national sports industry.

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