RIVE & Co.

CORPORATE AND COMMERCIAL



AFCON 2027 TANZANIA

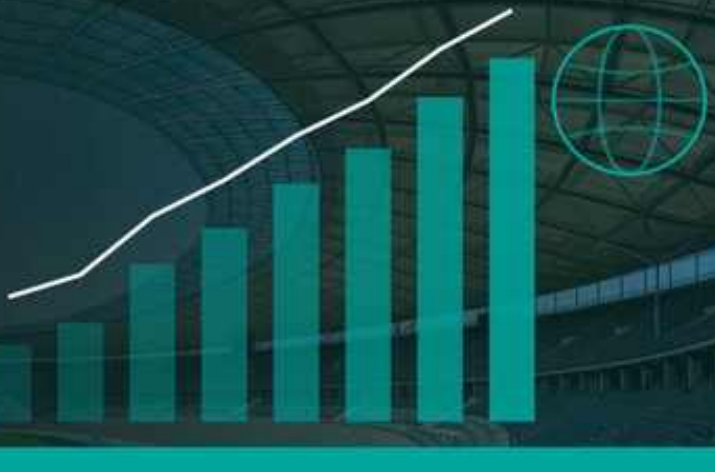
The legal playbook for AFCON 2027

Brands, artists, hotels, organisers and investors. Seven sectors, the rules that bind them, and what to do before the first whistle.

Prepared by the Corporate and Commercial Team | October 2026

INTRODUCTION

Four weeks of football, two legal systems and a great deal of money



The TotalEnergies CAF Africa Cup of Nations PAMOJA 2027 runs from 19 June to 17 July 2027 and is hosted jointly by Kenya, Tanzania and Uganda. Dar es Salaam, Arusha and Zanzibar are reported as Tanzanian host cities. For four weeks, demand for merchandise, music, hotel rooms, screens and sponsorship will be unlike anything East Africa has handled.

Most of the disputes that follow will come from the same few causes: a brand nobody registered, a song nobody cleared, a booking nobody confirmed in writing, a campaign that suggested a sponsorship nobody paid for. This guide sets out the rules for seven sectors, the penalties that apply, and what to do before the first whistle.

19 June to 17 July 2027

Tournament window

Two legal systems

Mainland and Zanzibar run separate registers for trade marks, copyright societies and consumer law

18% and 15%

VAT on the Mainland and in Zanzibar

90 and 60 days

Suggested lead time for campaign review and for commercial screening licences

HOW TO USE THIS GUIDE

Start with your sector

Each sector has two pages. The first sets out the rules, the actions to take now and the main risk. The second answers common questions and lists the usual mistakes.

Then check the checklists

Pages 23 to 28 compare the Mainland and Zanzibar, set out penalties, list the documents to hold, and give a readiness check you can complete in ten minutes.

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WHO WE ARE

One firm, four offices, one corporate and investment adviser

RIVE & Co. is a partnership between ABC Attorneys, Stallion Attorneys and Sepia Attorneys, firms with more than 13 years in legal practice and over 20 years of cumulative experience. The firm blends collaboration, credibility, innovation and excellence, and it is built on a commitment to its people, its clients and its community.

With offices in Dar es Salaam, Zanzibar, Dodoma and Arusha, and as a member of the Alliott Global Alliance, the firm acts for local entrepreneurs, international investors and multinational corporations as one corporate and investment adviser.



30+
Lawyers

4
Offices across Tanzania and Zanzibar

90+
Countries reached through the Alliott Global Alliance

20+
Years of cumulative experience

OUR DEPARTMENTS

The practices behind this guide



Every sector in this guide draws on one or more of our departments. Clients do not have to brief six teams. One lead partner coordinates the work.

Corporate Law and Secretarial Services

Company set up, complex transactions, joint ventures, governance and statutory compliance for local and international businesses.

AFCON link: Hotels, host teams and investors (sectors 06 and 07)

Dispute Resolution

Negotiation, mediation, arbitration and litigation, with a focus on efficient and effective outcomes.

AFCON link: Enforcement, event disputes and injunctions (sectors 01, 02 and 05)

Employment Law

Contract drafting, dispute resolution and compliance management for employers, with protection of employees' rights.

AFCON link: Event staff, foreign staff and work permits (sector 07)

Investment Law

Advice to local and international investors on the legal and regulatory framework, incentives and protections.

AFCON link: Structuring for the AFCON boom (sector 07)

Intellectual Property

Trade mark and patent registration, enforcement, licensing and technology transfer, supported by a growing fintech practice.

AFCON link: Merchandise, sponsorship, image rights and music (sectors 01 to 04)

Real Estate Law

Property transactions, leasing and property management under Tanzanian property law.

AFCON link: Venue leases, hotel sites and fan zone premises (sectors 05 to 07)

ALSO ADVISING IN

Energy, Oil and Gas, Mining, Finance and Banking, Data Protection, Sports, Media and Entertainment, Blue Economy, Transportation and Logistics, and Manufacturing and Industries.

OUR OFFICES

Where to find us during the tournament

Matches, fan zones, hotels and investors are spread across the country. Our four offices keep an advocate close to each of them.



Dar es Salaam

1st Floor, Peugeot House, Upanga Road, Dar es Salaam

+255 22 211 0800



Zanzibar

1st Floor, Kiembe Samaki, Airport Road, Zanzibar

+255 754 773 456



Dodoma

Uhindini, Dodoma



Arusha

Uzunguni, Arusha

Write to sunday@rive.co.tz and the matter is routed to the right office on the same day.

OUR PARTNERS

The people who lead the work

RIVE & Co. is led by partners who practise in the courts, the boardroom and the registries. Each one answers for the quality of the advice you receive.



Shehzada Walli
MANAGING PARTNER



Sunday Ndamugoba
PARTNER, CORPORATE



Hanifa Rashid
PARTNER



Dr David Mestres
PARTNER



Asha-Sabrina Ayub
CONSULTING PARTNER



Salma Saddick
ASSOCIATE PARTNER



Fredrick Macdad
ASSOCIATE PARTNER

Plus more than 30 lawyers across four offices

Who leads this guide

The Corporate and Commercial Team, headed by Sunday Ndamugoba, prepared this guide. Sunday advises on company structuring, brands, sponsorship and event contracts, and is qualified to practise in Tanzania and Zanzibar.

BEYOND TANZANIA

A global alliance and the values we work by

RIVE & Co. is a member of the Alliott Global Alliance, an alliance of independent law, accounting and specialist advisory firms working across the world together as one. The Alliance gives clients access to information, strategic advice and services from more than 200 members in over 90 countries.

WHAT THE ALLIANCE DOES FOR CLIENTS

- Make it easier for companies to expand and operate internationally.
- Take on companies' compliance obligations to reduce worry and risk.
- Let companies stay focused on their core business.
- Scale with companies from market to market as they grow.
- Provide a single point of contact for complex, multi jurisdictional companies.

OUR VALUES

- Be a hero
- Together empowering people
- Swift and savvy
- Maximize sustainable growth
- Keep it simple

For AFCON visitors and investors with operations in other countries, the Alliance means one point of contact for legal questions that cross borders.





01

Brands, merchandise and trade marks

FOR VENDORS, IMPORTERS AND BRAND OWNERS

Changing a logo slightly does not make a jersey safe to sell. Courts look at the overall impression on an ordinary buyer, and rights holders will be watching the market from the first week of June 2027.

Two registers, two sets of rights.

A Mainland registration under the Trade and Service Marks Act does not reach Zanzibar, where marks are registered under the Zanzibar Industrial Property Act. A vendor trading in Dar es Salaam and Stone Town works under both.

Cap. 326 R.E. 2023; Zanzibar Act No. 4 of 2008

Unregistered does not mean free to copy.

A trader that passes off its goods as another's can be sued even where the mark is unregistered. In Sabuni Detergents v Murzah Oil Mills the court granted a perpetual injunction and ordered destruction of stock. Adding words or devices to an essential mark does not escape liability.

Commercial Case No. 256 of 2001; Commercial Case No. 31 of 2004

Imported stock needs recorded marks.

Since 1 December 2025, goods bearing unrecorded marks may be detained on entry into Mainland Tanzania. The Chief Inspector has 21 days to decide an application made on Form FCC 1.

Cap. 85 R.E. 2023 s.11A; G.N. 352F of 2025

Penalties are heavy.

A first commercial copyright offence carries a fine of not less than TZS 20,000,000 or 30 per cent of the value of the infringing material, whichever is higher, or imprisonment, or both. Courts may also order seizure and destruction.

Cap. 218 R.E. 2023 ss.39 to 45

DO THIS NOW

1. Register your own brand on the Mainland and in Zanzibar before launch.
2. Search both registers and the market before you commit to a name.
3. Take a written licence for any tournament mark, with quality control and a sell off period.
4. Record marks for imported goods before the goods ship.

WATCH OUT

Foreign filings do not travel

A Kenyan, Ugandan or ARIPO registration does not give a clean right to enforce in Tanzania. ARIPO designations covering Tanzania cannot presently be enforced, so file nationally.



SECTOR 01 IN PRACTICE

Brands, merchandise and trade marks

QUESTIONS WE ARE ASKED

Can I put the words AFCON 2027 on a scarf I sell?

Not without permission where those words operate as a protected mark. Using them as a brand, or as a sign that the scarf is official, invites a trade mark claim and a claim under section 16(f) of the Fair Competition Act. A plain description such as football fan scarf is safe.

Is a registration in Kenya or Uganda enough for goods sold in Tanzania?

No. Trade marks are territorial. Protection on the Mainland needs a Tanzanian registration, and Zanzibar needs its own.

What happens if my imported goods are held at the port?

The Chief Inspector may detain goods bearing unrecorded marks. You will need proof of ownership or a licence, proof of recordation and the source documents. Costs and delay rise quickly once goods are held, so record before shipment.

THREE COMMON MISTAKES

- Ordering stock before registration, recordation and licence talks have finished. Each takes weeks, and all three must close before the order is placed.
- Destroying stock after a cease and desist letter. Destruction can look like concealment. Record quantities and locations, secure the supplier invoices and send the letter to an advocate on the day it arrives.
- Skipping the design file. Dated sketches, drafts and approvals show that artwork was created independently, and that matters in a copyright dispute.

HOW WE HELP

We register and record brands on the Mainland and in Zanzibar, negotiate and draft merchandise licences, and respond to or send cease and desist letters.



02

Sponsorship and ambush marketing

FOR OFFICIAL PARTNERS AND FOR BRANDS THAT ARE NOT

Avoiding the official logo does not keep a brand out of trouble. A campaign can mislead consumers about sponsorship without copying a single protected symbol, and the Fair Competition Act was written to catch exactly that.

Implied sponsorship is the target.

The Act prohibits falsely representing that goods or services have sponsorship or approval, and falsely representing that the trader itself has sponsorship, approval or affiliation. Section 15 prohibits misleading or deceptive conduct in trade generally.

Cap. 285 ss.15, 16(e), 16(f)

The Commission can act quickly.

It may issue compliance orders, including interim orders where substantial damage is imminent, and may require corrective publication. A person who suffers loss may seek a compensatory order within three years.

Cap. 285 ss.58, 59, 69

Know the limit of the Act.

A breach of section 15 or 16 attracts compliance and compensatory orders rather than the turnover based fine, and the Act applies to the Mainland only. A campaign that also runs in Zanzibar falls under the Zanzibar Fair Competition Commission and needs a separate review.

Cap. 285 ss.6, 60

Contracts fill the gap.

We found no standalone Tanzanian statute that creates protected zones around a tournament. Host agreements, accreditation terms, venue access rules and ticket conditions carry much of the protection, and they bind those who sign or accept them.

Law of Contract Act, Cap. 345

DO THIS NOW

1. Non sponsors: describe the event factually and avoid words such as official, partner or supplier.
2. Non sponsors: keep your own brand dominant on every item and clear every track and photograph.
3. Sponsors: register every tournament related sign and monitor each host city with dated evidence.
4. Sponsors: hold a cease and desist template citing sections 15 and 16, and decide in advance between a complaint, an injunction or a quick takedown.

WATCH OUT

Ninety days

Send the creative brief and media plan for legal review at least 90 days before launch. Changes are cheap before printing and costly after a complaint arrives.



SECTOR 02 IN PRACTICE

Sponsorship and ambush marketing

QUESTIONS WE ARE ASKED

Can a local restaurant show a banner that says Welcome to AFCON 2027?

A general welcome that suggests no official link is unlikely to mislead anyone. Words such as official fan zone carry risk under section 16(f) of the Fair Competition Act.

Is it lawful to give away tickets to AFCON matches?

It depends on the ticket terms and the organisers' rules. Many tickets restrict commercial use and promotional giveaways, and a breach can lead to cancellation of the ticket.

Can a sponsor sue a competitor that runs a football themed advertisement?

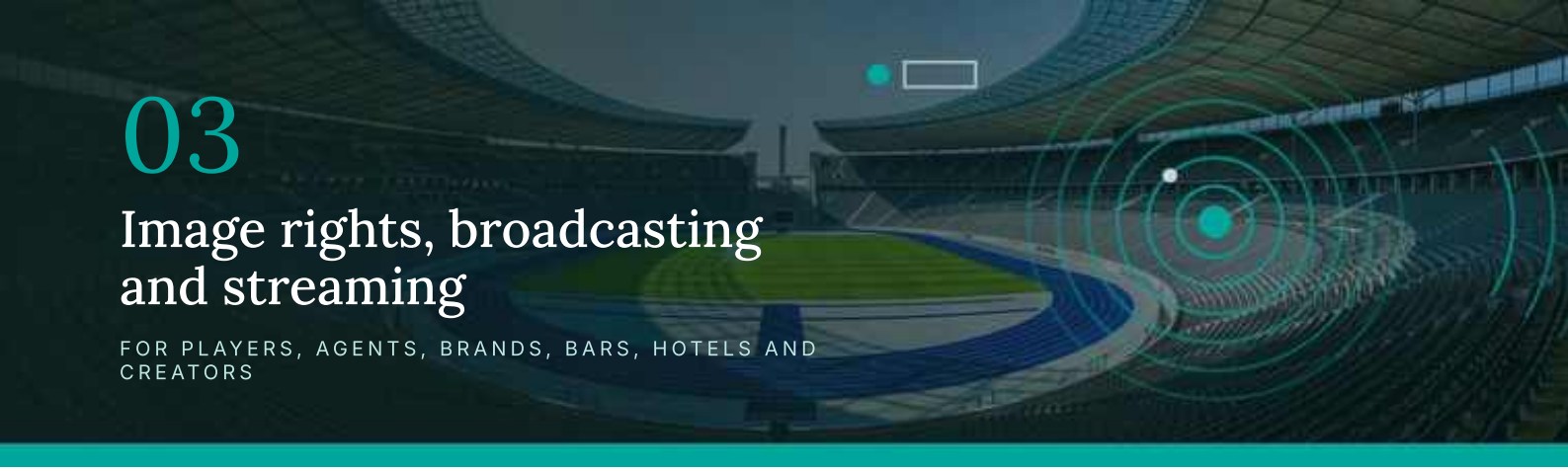
Only if the advertisement misleads the public about sponsorship, copies protected material, or breaches a contract. A football theme alone breaches no law.

THREE COMMON MISTAKES

- Using words such as official, partner, supplier or presented by without an agreement that says so.
- Buying signage near a stadium without reading the venue access terms or checking whether an official partner already holds exclusive rights in that area.
- Keeping no evidence. A sponsor needs dated photographs, locations and a record of its own fee, because a compensatory order and a court award both depend on proof of loss. An advertiser needs an approvals file to show good faith.

HOW WE HELP

We review campaigns before launch, advise sponsors on registration and monitoring, and run complaints to the Fair Competition Commission or applications for injunctions.



03

Image rights, broadcasting and streaming

FOR PLAYERS, AGENTS, BRANDS, BARS, HOTELS AND CREATORS

Tanzania has no single statute headed image rights, and a satellite subscription does not entitle a bar to show a match to a paying crowd. Both gaps catch people out.

Image rights are built from several sources.

Passing off protects the commercial goodwill in a name or face. Sections 15 and 16 of the Fair Competition Act catch false endorsement. The photographer, and usually not the person pictured, owns the copyright in a photograph.

Cap. 285; Cap. 218 R.E. 2023

A face on a fan card is personal data.

Photographs and recordings that identify a person fall under the Personal Data Protection Act. Collect for a stated purpose, keep the data safe, and take parental consent for children.

Cap. 44

Broadcasters own their signal.

Broadcasting organisations control rebroadcast, fixation and public communication of their broadcasts. A home subscription covers private viewing, and a commercial venue needs a commercial licence.

Cap. 218 ss.9, 37

Enforcement is swift.

Rights holders may seek interim injunctions, impounding of equipment and search and seizure. Criminal fines for a first commercial offence start at TZS 20,000,000.

Cap. 218 ss.39, 45, 47

DO THIS NOW

1. Put every endorsement in writing: attributes licensed, category exclusivity, term, approval rights and a conduct clause.
2. Ask club and federation for written confirmation that no conflicting image rights exist.
3. Confirm the commercial screening licence at least 60 days before the first match.
4. Do not film or stream a television feed, and clear music in any match video.

WATCH OUT

Proof of loss

Special damages must be specifically pleaded and strictly proved, as the Court of Appeal held in Zuberi Augustino v Anicet Mugabe [1992] TLR 137. A player who sues needs rate cards and lost offers, and a bare statement that the image is valuable will struggle.



SECTOR 03 IN PRACTICE

Image rights, broadcasting and streaming

QUESTIONS WE ARE ASKED

Can a company use a photograph of a player taken in a public place?

The photographer owns the copyright, so the company needs the photographer's licence. If the advertisement suggests that the player endorses the product, the player may sue for passing off or under sections 15 and 16 of the Fair Competition Act.

Does a player need to register their name as a trade mark?

Registration is strongly advisable. A registered mark for a name, signature or nickname in the right classes gives a direct infringement action and supports recordation of branded goods.

Can a news site post short clips of goals?

Limited use for reporting, with acknowledgement, may be allowed under the Copyright Act, but the exception is narrow. Check the broadcaster's news access rules, which are often stricter than the statute.

THREE COMMON MISTAKES

- Relying on a photographer's licence alone, when the advertisement also suggests an endorsement.
- Showing a match in a bar on a home subscription, or posting a filmed screen on social media.
- Collecting fan images for a competition and then using them in advertising. Personal data may be used only for the purpose for which it was collected.

HOW WE HELP

We draft endorsement and image rights agreements, review commercial screening licences and advise creators and brands on clips, music and consent.



04

Music, artists and collaborations

FOR ARTISTS, PRODUCERS, LABELS AND CEREMONY ORGANISERS

Paying the performer does not clear the song. A ceremony or a studio session involves at least four layers of rights, and the paperwork nobody wrote on the night becomes the dispute everybody remembers.

Four layers in every song.

The composition and lyrics, the sound recording, the live performance, and the visual and choreographic elements each have their own owner. Section 18 requires authorisation from the holder before use.

Cap. 218 ss.9, 18, 34 to 36

Transfers must be in writing.

An assignment of copyright must be written and signed, and so must an exclusive licence. A verbal promise that a song is yours transfers nothing.

Cap. 218 ss.19(2), 20(8)

Deposit and licensing rules changed in 2022.

The 2022 regulations deal with licensing of collective management and the deposit of copyright contracts, with a maximum fee of one per cent. Zanzibar has its own society, COSOZA.

G.N. 137 of 2022

Folklore and group names need care.

Specified commercial uses of folklore need authorisation. A group name is protected by registration, or by passing off where goodwill can be shown, and ownership of that goodwill is the usual fight after a split.

Cap. 218 ss.27 to 33; Cap. 326

DO THIS NOW

1. Sign a split sheet at the end of every session, covering the composition, the master and credits.
2. Clear every sample twice, once for the composition and once for the recording.
3. Register the group name and sign an internal agreement with an exit clause before the money arrives.
4. Allow time to deposit contracts, and file cue sheets after a ceremony so royalties reach the owners.

WATCH OUT

Check the collecting society

Under the 2022 amendments, COSOTA acts as a collective management organisation, so check which society holds the rights before you rely on any single licence.



SECTOR 04 IN PRACTICE

Music, artists and collaborations

QUESTIONS WE ARE ASKED

Does a venue need a licence to play recorded music at a ceremony?

Yes. Playing a recording in public uses both the composition and the sound recording, so a licence from the right society or from the owners is needed.

Do I own a song if I only wrote the lyrics?

You own the copyright in the lyrics as an author, and you may be a joint author of the song if the lyrics and music form a single work. The agreement should state the exact split.

Who owns the band name if nobody registered it?

Ownership depends on goodwill and on who controlled the business. A court will look at who managed the group, who signed contracts and who built the reputation. Registration avoids that argument.

THREE COMMON MISTAKES

- Releasing a collaboration without a split sheet. Without one, a court or society looks at each person's actual contribution, which is slow and uncertain.
- Sampling without two clearances, one from the composition owner and one from the master owner. This is the most common reason that a successful song is pulled from streaming platforms.
- Relying on a deposit or a WhatsApp message to prove the whole deal. An assignment or exclusive licence needs a signed document.

HOW WE HELP

We act for artists, producers, labels and groups on collaboration agreements, deposits, licences and exits, and for organisers on ceremony clearance.



05

Events and handshake deals

FOR PROMOTERS, VENUES, SUPPLIERS AND MANAGERS

A verbal agreement binds in Tanzania more often than promoters expect, and is enforced less often than they hope. The difference is proof.

Most contracts need no writing.

Agreements made with free consent, for lawful consideration and a lawful object are contracts. Copyright assignments and exclusive licences are the notable exceptions that must be written and signed.

Cap. 345 s.10; Cap. 218 ss.19(2), 20(8)

Force majeure is a drafting exercise.

Statute does not define it. Section 56(2) ends a contract only where performance becomes impossible or unlawful, so bad weather, weak ticket sales or a withdrawn sponsor do not qualify unless the contract says so.

Cap. 345 s.56(2)

Agreed sums are reviewable.

Where a sum is fixed for breach, the court may award reasonable compensation up to that sum. Otherwise compensation covers loss that naturally arose, and the supplier must prove it.

Cap. 345 ss.73, 74

Messages are evidence.

The burden lies on the party asserting a fact. Electronic messages can prove a contract, subject to authenticity, so export the full chat from the original phone.

Cap. 6 ss.110, 111, 64A; Electronic Transactions Act, 2015

DO THIS NOW

1. Confirm every verbal deal by message the same day, with fee, date, deposit, cancellation rule and ownership of recordings, and ask for the reply agreed.
2. List the force majeure events, the refund rule and a long stop date.
3. Allocate permits, insurance and liability in writing before the first supplier is paid.
4. Choose arbitration under the Arbitration Act, with interim relief reserved to the High Court.

WATCH OUT

Limits of liability

Exclusion clauses in consumer facing tickets on the Mainland are subject to section 28 of the Fair Competition Act. A clause that tries to remove liability for negligent injury invites challenge.



SECTOR 05 IN PRACTICE

Events and handshake deals

QUESTIONS WE ARE ASKED

Does bad weather count as force majeure?

Only if the contract lists it or the weather makes performance impossible. Light rain that reduces attendance usually does not qualify.

Can an organiser cancel without paying if sponsors withdraw?

Not unless the contract allows it. Loss of funding is a business risk. Section 37 of the Law of Contract Act requires performance, and section 73 allows the supplier to claim compensation for breach.

What if a performer falls ill?

The contract should address illness, require medical evidence and decide the refund of the fee. Without such a clause, the position depends on whether performance became impossible and on the general rules of the Act.

> *Sample confirmation message: Hello Amani, to confirm our call today, you will perform for 45 minutes at the Fan Zone in Dar es Salaam on 26 June 2027 at 9 pm for TZS 5,000,000. A deposit of TZS 2,000,000 is due on 15 May and the balance on the night. We will provide transport and two rooms. If either side cancels with less than 14 days' notice, the cancelling side pays the other TZS 1,000,000. Please reply agreed.*

THREE COMMON MISTAKES

- Paying 30 to 50 per cent upfront without saying which part is a forfeitable deposit and which part is a refundable advance.
- Leaving permits unallocated. A supplier should not accept responsibility for permits that only the organiser can obtain.
- Sending cropped screenshots as proof. Export the whole thread from the original phone and keep payment records with clear references.

HOW WE HELP

Our sports, media and entertainment practice drafts and reviews performer, supplier and venue agreements and runs disputes through negotiation, arbitration and the High Court.



06

Hotels, host teams and bookings

FOR HOTELS, FEDERATIONS, TRAVEL AGENTS AND GUESTS

A signed room block does not guarantee rooms, and it does not guarantee that the hotel keeps the deposit. A confirmed booking the hotel cannot honour is a breach, whatever the fine print on the booking site says.

Know who signs.

Federations often contract through agents. A hotel that contracts with an agent that fails to pay may find the federation is not bound, so attach a written authority from the federation.

Cap. 345 s.10

Attrition, release and elimination.

Fix the share of rooms a team may release without charge, the final release date, and what happens when a team is knocked out or the match venue changes.

Contract terms

Price terms.

State whether rates include tax. VAT is 18 per cent on the Mainland and 15 per cent in Zanzibar. A fixed cancellation sum is reviewed by the court against the real loss.

Cap. 345 ss.73, 74

Overbooking carries exposure.

A guest may claim provable loss and a refund. Sections 22 and 23 of the Fair Competition Act address taking payment for what the trader cannot supply, with turnover based fines and director liability. The Act applies to the Mainland only, and the Zanzibar Fair Competition Commission handles Zanzibar.

Cap. 285 ss.15, 16, 22, 23, 28, 36, 60

DO THIS NOW

1. Name the contracting party and attach authority if an agent signs.
2. Set attrition, release and rooming list deadlines with calendar dates.
3. Add a data processing clause for passports and medical details under the Personal Data Protection Act.
4. Keep one inventory across every booking channel, with a written relocation and compensation policy.

WATCH OUT

Keep the receipts

Courts require proof of loss, and a guest who refuses a comparable room offered nearby may see the award limited. Section 60 of the Act sets the fines, so keep every receipt.



SECTOR 06 IN PRACTICE

Hotels, host teams and bookings

QUESTIONS WE ARE ASKED

Can a hotel keep the whole deposit if a team cancels?

Only up to the sum the contract fixes, and a court may reduce an excessive sum against the real loss. The hotel must also be able to show that the amount is a reasonable estimate of its loss.

Does a postponed tournament cancel the hotel contract automatically?

Not by itself. Section 56(2) applies where performance becomes impossible or unlawful. A postponement may leave the contract alive for new dates unless a force majeure clause says otherwise.

Can a hotel cancel my confirmed booking because it received a higher offer?

It can try, but cancelling a confirmed booking is a breach of contract unless your agreement allows it. You may claim compensation under section 73 of the Law of Contract Act and a full refund of any deposit.

THREE COMMON MISTAKES

- Moving existing guests out to make room for a federation or travel agent. Moving a guest without consent is a breach, and the hotel carries the cost of relocation and compensation.
- Quoting a Mainland VAT rate for a Zanzibar property. The rates are 18 and 15 per cent.
- Leaving elimination from the tournament unaddressed. A team knocked out after three matches has no use for rooms booked to the final, and the hotel will want those nights paid.

HOW WE HELP

We advise hotels and hospitality businesses on booking terms, room block agreements and guest claims, and act for federations, agents and guests who need a refund or compensation.



07

Investors and company structuring

FOR FOREIGN INVESTORS AND JOINT VENTURE PARTNERS

Registering a company is the easy part. The costly mistakes come from the wrong entity, from ignoring the Mainland and Zanzibar divide, and from trading before the brand and permits are secure.

Choose the vehicle.

A private company limited by shares, a registered external company, or a joint venture company under a shareholders' agreement. Each carries different liability and control consequences.

Companies Act, Cap. 212; BRELA

Incentives sit in two systems.

A TISEZA investment certificate depends on minimum capital under the Investment and Special Economic Zones Regulations, 2025: USD 500,000 for new foreign owned or joint venture projects, USD 100,000 for existing businesses and USD 50,000 for fully Tanzanian owned enterprises. TISEZA replaced the Tanzania Investment Centre on 1 July 2025. Zanzibar investments register with ZIPA.

Act No. 6 of 2025; ZIPA

Protect the brand and watch competition law.

A company name is not a trade mark. Register in both territories and record imported brands. Acquiring a Tanzanian business may need merger notification to the Fair Competition Commission.

Cap. 326; Cap. 85 s.11A; Cap. 285 s.11

People and data.

Non citizens need work permits tied to a role and an employer. Customer and ticketing data must meet the Personal Data Protection Act, including the conditions on transfer abroad.

Non-Citizens (Employment Regulation) Act, 2015; Cap. 44

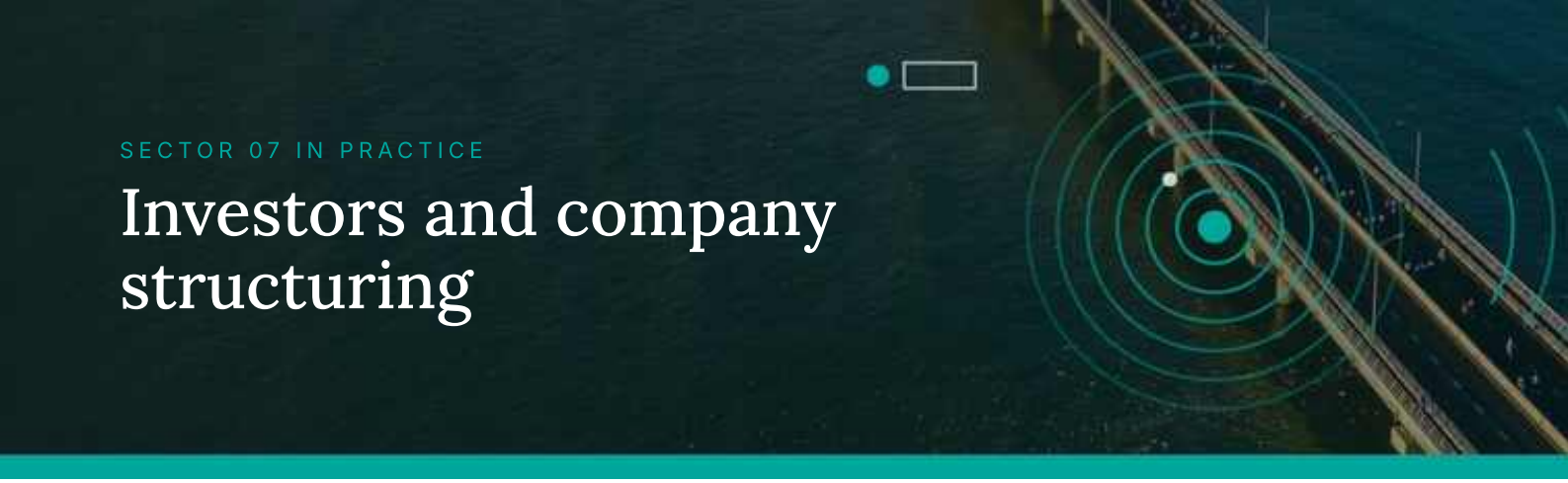
DO THIS NOW

1. Start at least six months before the target launch date.
2. Search and file marks on both registers before you announce the brand.
3. Sign the shareholders' agreement before funds move.
4. Check land title and the rules for land held by non citizens before signing any lease.

WATCH OUT

Tax

VAT is 18 per cent on the Mainland and 15 per cent in Zanzibar. Confirm withholding tax on management fees and on payments to foreign suppliers with a tax adviser before contracts are signed.



SECTOR 07 IN PRACTICE

Investors and company structuring

QUESTIONS WE ARE ASKED

Can a foreigner own 100 per cent of a company in Tanzania?

In most sectors yes, but some sectors restrict foreign ownership and require local participation or licences. Check the sector rules before incorporating.

Do I need to register with TISEZA?

Only if you want the incentives and protections of an investment certificate, which depends on meeting the capital threshold. TISEZA replaced the Tanzania Investment Centre on 1 July 2025. Many businesses register with BRELA alone, and Zanzibar investments register with ZIPA.

How long does it take to set up?

Incorporation can take days, while licences, permits and bank accounts often take weeks. Start at least six months before the target launch date.

THREE COMMON MISTAKES

- Signing a lease or hiring staff before the structure is settled.
- Treating a company name as a brand. A company name is not a trade mark, so register the brand separately on both registers.
- Missing a merger notification on the acquisition of a Tanzanian business, or underestimating the time that work permits take.

HOW WE HELP

Our corporate and investment team incorporates companies, structures joint ventures, registers with TISEZA and ZIPA, and handles permits and regulatory filings across Tanzania and Zanzibar.



TWO LEGAL SYSTEMS

Mainland Tanzania and Zanzibar compared

Many AFCON businesses will trade in both jurisdictions. Do not assume that a Mainland rule travels across the water.

TOPIC	MAINLAND TANZANIA	ZANZIBAR
Trade marks	Trade and Service Marks Act, Cap. 326 R.E. 2023	Zanzibar Industrial Property Act No. 4 of 2008, through the Business and Property Registration Agency
Competition and consumer rules	Fair Competition Act, Cap. 285, enforced by the Fair Competition Commission (FCC)	Zanzibar has its own competition law, enforced by the Zanzibar Fair Competition Commission (ZFCC) and the Zanzibar Fair Competition Tribunal. The FCC and ZFCC signed an enforcement MoU on 29 September 2025
Personal data	Personal Data Protection Act, Cap. 44, enforced by the Personal Data Protection Commission	The same Act applies in Zanzibar under section 2, except on non union matters
Imported branded goods	Mandatory recordation since 1 December 2025 under section 11A of Cap. 85 and G.N. 352F of 2025	The recordation system does not apply
Copyright society	COSOTA	COSOZA
Investment promotion	Tanzania Investment and Special Economic Zones Authority (TISEZA) under the Investment and Special Economic Zones Act, No. 6 of 2025, which replaced the Tanzania Investment Centre	Zanzibar Investment Promotion Authority (ZIPA)
Tax authority	Tanzania Revenue Authority	Zanzibar Revenue Authority
VAT rate	18 per cent	15 per cent
Contract statute cited in this guide	Law of Contract Act, Cap. 345	Zanzibar applies its own contract legislation, so confirm the position before relying on Mainland sections



WHAT IT CAN COST

Penalties and remedies at a glance

CONDUCT	REMEDY OR PENALTY	SOURCE
Misleading sponsorship or endorsement claims	Compliance orders, interim orders, corrective publication and compensatory orders. Compensatory applications within three years.	Fair Competition Act ss.58, 59, 69
Copyright and neighbouring rights infringement, civil	Injunction, damages including profits, exemplary damages, account of profits, destruction and delivery up of copies.	Copyright Act ss.39 to 42
Commercial piracy, criminal	First offence: fine of not less than TZS 20,000,000 or 30 per cent of the value of the material, whichever is higher, or imprisonment of six months to three years, or both. Repeat offence: not less than TZS 30,000,000 or 50 per cent, and 12 months to five years.	Copyright Act s.45
Urgent infringement	Interim injunctions, impounding of copies and equipment, search and seizure, and suspension of release by the Tanzania Revenue Authority.	Copyright Act s.47
Infringement by an employee or agent	Injunction and destruction against the owner of the enterprise.	Copyright Act s.43
Imported goods with unrecorded marks	Detention on entry into Mainland Tanzania.	Merchandise Marks Act s.11A; G.N. 352F of 2025
Passing off	Perpetual injunction and destruction of products and packaging.	Sabuni Detergents (Comm. Case 256 of 2001)
Breach of contract	Compensation for loss that naturally arose, or reasonable compensation up to an agreed sum.	Law of Contract Act ss.73, 74
Proof of money claims	Special damages must be specifically pleaded and strictly proved.	Zuberi Augustino v Anicet Mugabe [1992] TLR 137
Taking payment for what cannot be supplied	Turnover based fines and director liability.	Fair Competition Act ss.22, 23, 60



BE READY

Documents to hold, by role

Disputes are won on paper. Keep these in one folder before the tournament begins.

YOUR ROLE	KEEP ON FILE
Merchandise vendor or importer	Trade mark registrations on both registers, a written licence for any tournament mark, printer and supplier contracts with warranties of originality, and proof of recordation for imports.
Sponsor	Sponsorship agreement, trade mark filings, a monitoring protocol with dated evidence, and a cease and desist template.
Advertiser that is not a sponsor	Creative brief with legal sign off 90 days before launch, music and photograph clearances, and an approvals file.
Player, agent or influencer	Endorsement agreements with category exclusivity, an image rights schedule, written confirmation from club or federation, and a disclosure of paid content.
Bar, hotel or fan zone showing matches	Commercial screening licence, music licence, and a record of capacity and screen limits.
Artist, producer or label	Split sheet, collaboration and producer agreements, sample clearances, deposited contracts and a group exit agreement.
Promoter, venue or supplier	Performer and supplier agreements with force majeure and refund terms, venue licence and permits, insurance, and written confirmation of every verbal deal.
Hotel	Room block contract with attrition and release dates, standard guest terms checked against section 28 and 36 of the Fair Competition Act, a data processing clause and a relocation policy.
Federation or travel agent	Authority letter, rooming list, refund schedule and written terms on elimination and change of match venue.
Investor	Incorporation documents, shareholders' agreement, TISEZA or ZIPA certificate, work permits, trade mark filings and a checked lease.



COMMON QUESTIONS

Questions we are asked most

Do these rules apply in Zanzibar?

Some do and some do not. The Fair Competition Act and the recordation system apply to the Mainland only. Zanzibar has its own trade mark register, competition commission (ZFCC), copyright society and investment authority, while the Personal Data Protection Act applies in both.

Is a WhatsApp message a contract?

It can be, if it shows offer, acceptance and the main terms, and it can be admitted as electronic evidence. Authenticity is the usual fight. An assignment of copyright or an exclusive licence still needs a signed document.

Is a verbal contract valid in Tanzania?

Yes, for most agreements, under section 10 of the Law of Contract Act. Assignments of copyright and exclusive licences must be written and signed under the Copyright Act.

Can a bar show an AFCON match on a home subscription?

Usually no. Domestic subscriptions cover private viewing, and a commercial setting needs a commercial licence from the broadcaster.

Does a company registration protect my brand?

No. A company name is not a trade mark. Register the brand separately on the Mainland and in Zanzibar.

What is the penalty for showing a match without a licence?

The venue can face an injunction, damages and an account of profits, and criminal fines under section 45 of the Copyright Act that start at TZS 20,000,000 for a first commercial offence.

How long do I have to bring a claim?

Time limits apply to civil claims, and a compensatory order under the Fair Competition Act must be sought within three years. Take advice early, because evidence is easier to gather in the first week.

Who should I call first?

Start with the sector page that matches your business, then write to the Corporate and Commercial Team with the contract or campaign you want reviewed.



PLAN AHEAD

Your AFCON legal calendar

By December 2026	File trade marks on both registers. Start recordation for imported brands. Open talks on hotel, venue and supplier blocks.
By March 2027	Sign licences, endorsement agreements and supplier contracts. Deposit music contracts. Register companies and start permit applications. Send campaigns for legal review 90 days before launch.
By 20 April 2027	Confirm commercial screening licences for bars, hotels and fan zones.
19 June to 17 July 2027	Monitor the market, keep dated evidence, answer notices the same day and confirm every verbal deal in writing.
After 17 July 2027	Sell off stock under licence terms, file cue sheets, release rooms and settle accounts.

READINESS CHECK. ANSWER YES TO ALL TEN.

- Is every brand, name and slogan I will use registered on the Mainland and in Zanzibar?
- Do I have a written licence for every protected mark, song, photograph and clip I will use?
- Has anyone with authority signed each contract, and does each one say what happens on cancellation?
- Have I confirmed every verbal deal in writing?
- Do my promotional words suggest an official link that I do not have?
- Do I hold the commercial licence for every screen I plan to switch on?
- Is my imported stock recorded before it ships?
- Does each booking, block or room list match the inventory I can actually deliver?
- Have I kept the evidence I would need in a dispute?
- Do my permits, work permits and tax registrations cover the whole tournament window?



PLAIN WORDS

Glossary

Ambush marketing
Associating a brand with an event without paying for the right.

Assignment
A transfer of ownership of copyright, which must be written and signed.

Attrition
The share of a room block that a team may release without charge.

Compliance order
An order of the Fair Competition Commission requiring a business to stop conduct that breaches the Act.

Exclusive licence
A licence that excludes even the owner. It must be written and signed.

Force majeure
A contract clause that excuses performance on listed events. Statute does not define it.

Joint authors
People who create a work together, who share rights according to their contribution or their agreement.

Moral rights
An author's right to be named and to object to distortion of the work.

Neighbouring rights
Rights of performers, producers of recordings and broadcasters in their performances, recordings and broadcasts.

Passing off
A claim that a trader misrepresents its goods or services as those of another, protecting goodwill without registration.

Recordation
Recording of a registered trade mark with the Chief Inspector so that imported goods may clear the Mainland border.

Special damages
Specific financial losses that must be pleaded and proved.

THE TEAM

Speak to the Corporate and Commercial Team



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Legislation and cases referred to. Trade and Service Marks Act, Cap. 326 R.E. 2023; Copyright and Neighbouring Rights Act, Cap. 218 R.E. 2023; Fair Competition Act, Cap. 285; Merchandise Marks Act, Cap. 85 R.E. 2023 and G.N. 352F of 2025; Law of Contract Act, Cap. 345; Evidence Act, Cap. 6; Personal Data Protection Act, Cap. 44; Companies Act, Cap. 212; Investment and Special Economic Zones Act, No. 6 of 2025 and Regulations, 2025; Arbitration Act, Cap. 15; Zanzibar Industrial Property Act No. 4 of 2008; G.N. 137 of 2022; Sabuni Detergents Limited v Murzah Oil Mills Limited, Commercial Case No. 256 of 2001; Agro Processing and Allied Products Limited v Said Salim Bahkresa and Company Limited, Commercial Case No. 31 of 2004; Zuberi Augustino v Anicet Mugabe [1992] TLR 137.

This guide is for general information only and is not legal advice. It reflects the law as understood at October 2026, and statutes, regulations, fees and thresholds change. It was prepared with the assistance of AI research and drafting tools and reviewed by the authors. Its application depends on the facts of each matter, so please take advice before acting. Reading it does not create an advocate and client relationship with RIVE & Co.



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