

Broadcast and On Demand Bulletin

Issue 553, 7 September 2026



Stateside Live

Type of case	Broadcast Standards
Decision	Resolved
Service	Sky Sports Racing
Date & time	6 June 2026, 21:30
Category	Promotion of products, services and trade marks
Summary	Live coverage of a USA horse racing event included promotional references to a gambling product. Taking account of the editorial context and the steps taken by the Licensee, Ofcom considers the matter resolved.

Introduction

Sky Sports Racing is a subscription sports channel. The licence for the service is held by Attheraces Limited (“Attheraces” or “the Licensee”).

During live coverage of the Belmont Stakes horse racing tournament in the USA, a presenter invited viewers to subscribe to a betting company:

“And just a reminder that you can join the action today with a 25 dollar free bet and 200 dollar deposit match for new...NYRA Bet members. Sign up [website address] with the promo code WIN 25”

Simultaneously, a QR Code appeared on-screen alongside the text “FREE \$25”, “\$200 DEPOSIT MATCH” and “NEW MEMBERS ONLY”.

Ofcom requested information from the Licensee about any commercial arrangements associated with the inclusion of the references to the betting company in this programme. Based on the information provided, we considered that the programme raised potential issues under Rule 9.4 of the Code.

Rule 9.4: “Products, services and trade marks must not be promoted in programming”.

We therefore requested comments from the Licensee on how the programme complied with this rule.

Response

Attheraces explained that the programme was a live simulcast of an American horse racing event and that its agreement with the content provider was such that all content must comply with the applicable laws for broadcasting in the UK. However, Attheraces said that on this occasion, this did not happen and acknowledged that “a breach of the Section 9 Rules had occurred”, for which it apologised.

The Licensee said that where overseas companies are providing a simulcast of live horse racing, the provider is aware of the importance of not directly promoting betting companies within the programming. It added that it has always been part of the arrangements with the third party supplier that commercial breaks are separated from coverage of the event so that each territory taking a live feed can ensure that all advertising and commercial messaging is compliant with the relevant rules. The Licensee submitted that the programme in question adhered to these principles apart from one unexpected and unplanned promotion of a betting company by a USA presenter, and that it considered this to be an isolated and genuine error rather than a recurring or systemic issue.

Although Attheraces accepted that Rule 9.4 of the Code was relevant to Ofcom’s investigation, it pointed out that the betting service was not available to UK residents and, consequently, the commercial impact for Sky Sports Racing viewers would have been negligible. It also argued that commercial branding in all sporting events forms an integral part of the event environment and naturally captured in the broadcast through signage, backdrops and other on-site branding, and that further, it had no editorial control over the manner in which branding was displayed within the host broadcaster’s coverage. The Licensee therefore took the view that live sports programming should be considered separately from other forms of programming.

The Licensee referred to the ‘Resolved’ outcome of an investigation¹ into what it considered to be a similar issue, which was published in Issue 514 of Ofcom’s Broadcast and On Demand Bulletin. The Licensee set out reasons why it believed that the references to the betting service in its output were “far more random” than in the previous case.

The Licensee said that it contacted the provider of the programme to highlight its concerns that references to a commercial product, particularly a betting product, was allowed within the feed and that a repeat may lead to “serious repercussions”. Attheraces said its content provider accepted responsibility for the error and that it was working with them to implement additional production measures to prevent any reoccurrence.

¹ *Live Rugby Championship: New Zealand v Argentina*, Sky Sports Main Event, 17 August 2024, 20:05 - <https://www.ofcom.org.uk/siteassets/resources/documents/about-ofcom/bulletins/broadcast-bulletins/2025/514/live-rugby-championship-sky-sports-main-event-17-august-2024-08.05.pdf?v=389438>

Attheraces concluded that, while the references to the betting service amounted to inadvertent non-compliance, the breach was limited in scope and not material. It added it was committed to ensuring compliance with the Code in all output on the Sky Sports Racing Channel.

Decision

Reflecting our duties under the Communications Act 2003 (“the Act”), Section Nine of the Code requires that there is a distinction between advertising and editorial content. To ensure that such a distinction is maintained, the Code prohibits promotional references in programmes to products, services or trade marks.

Ofcom took account of the Licensee’s representations that this was a live feed of an international horse racing tournament provided by the host broadcaster in the United States. Ofcom recognises the challenges UK broadcasters face when transmitting such content and the potential impact on the broadcaster’s ability to make changes to live output.² However, these circumstances do not absolve an Ofcom licensee of its responsibility to ensure that the content it transmits complies with the Code.

In terms of the extent to which commercial references can feature in content, broadcasters need to carefully balance the interests of viewers with the need to maintain a clear distinction between advertising and editorial content.

To support such a distinction, Rule 9.4 requires that products, services and trade marks are not promoted in programming. Ofcom’s Guidance to Section Nine of the Code³ states: “[T]he extent to which a reference will be considered promotional will be judged by the context in which it appears. In general, products or services should not be referred to using favourable or superlative language and prices and availability should not be discussed.”

In this case, the presenter explicitly referred to a “25 dollar free bet and 200 dollar deposit match” and encouraged viewers to “sign up at [website] with the promo code WIN 25”. In addition, a QR Code appeared on-screen alongside the text “FREE \$25” and “\$200 DEPOSIT MATCH”, which by scanning, directed viewers to the relevant website.

Within the UK, there is an established statutory and regulatory regime which restricts the promotion of certain products and services. For example, the Code (reflecting the requirements of the Act) includes a prohibition on the product placement of gambling products in programmes produced under UK jurisdiction. Although this rule did not apply in this case, it demonstrates the additional protections that are afforded to viewers in relation to gambling products under the Code.

We acknowledged that, as UK viewers were not able to subscribe to the betting company, the references were likely to have limited or no commercial impact. However, Ofcom reminds the Licensee that one of the over-arching principles of Section Nine of the Code is to ensure that there is

² See *Singapore GP: Qualifying Highlights*, Channel 4, 17 September 2016, 17:30 and *Live Singapore GP: Qualifying*, Sky Sports F1 HD, 17 September 2016, 13:00, in Ofcom Broadcast and On Demand Bulletin, issue 359, 6 August 2018: <https://www.ofcom.org.uk/siteassets/resources/documents/about-ofcom/bulletins/broadcast-bulletins/2018/broadcast-on-demand-bulletin-issue-359.pdf?v=323403>.

³ https://www.ofcom.org.uk/siteassets/resources/documents/tv-radio-and-on-demand/broadcast-guidance/programme-guidance/broadcast-code-guidance/section9_may16.pdf?v=331487

a distinction between editorial content and advertising. In Ofcom's view, the sole function of the references to the betting company was to promote its service.

In this case, we took into account the Licensee's submission that:

- the promotion of products and services within programming is explicitly against the terms of its agreement with the content provider;
- it had engaged with the content provider to implement safeguards to avoid a recurrence;
- the references to the betting company were the result of an isolated error rather than a systemic issue; and
- the live nature of this acquired programme provided some mitigation for the inadvertent inclusion of these references.

While the references to the betting company in the programme were clearly promotional, in light of the above factors, Ofcom's Decision is that the matter is resolved.

Resolved