

Legal Rights and Contracts in Esports

Esporda Yasal Haklar ve Sözleşmeler

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Abstract: The aim of this study is to examine the legal rights of esports athletes in Turkey arising from their contracts and the provisions of special laws. Esports has become popular sports branch by the younger generation in recent years, which is played by playing computer games as a team or individually by bringing people from all over the world together via the internet. In this professional sports branch, contracts are made between teams and athletes to keep the promises made in a legal sense. As a result of this professionalism in esports, a branch of esports law has emerged within the scope of sports law to prevent the deprivation of rights in the contracts signed between athletes and teams. The main problem is that there is no special law or a well-established contract model in Turkey regarding the legal dimension of these contracts made between athletes and teams practicing the esports branch and the rights and obligations of athletes and teams. Examples are given from the elements of the contracts signed between the athletes and teams in the esports branch of India and the special provisions of France's contracts and legal provisions related to the esports branch. In this study, the definition of the esports branch, esports law, and the basic elements that should be in esports contracts are mentioned and important suggestions are made by mentioning the elements such as penal procedures, working hours, sponsorship situations, and termination procedures that should be included in the contracts to prevent the athletes from being victimized in the contracts they sign, and it is aimed to contribute to the esports law literature.

Keywords: Esports contract, esports law, esports.

Özet: Bu çalışmanın amacı, Türkiye'deki espor sporcularının sözleşmelerinden ve özel kanun hükümlerinden doğan yasal haklarını incelemektir. E-spor internet aracılığı ile dünyanın her yerinden insanları bir araya getirerek bilgisayar oyunlarını takım veya bireysel olarak oynaması ile icra edilen son yıllarda oldukça genç nesil tarafından popüler bir spor branşı olmuştur. Profesyonel olarak yapılan bu spor dalında takımlar ve sporcular arasında hukuki anlamda verilen sözlerin tutulması adına sözleşmeler yapılmaktadır. E-spor dalındaki oluşan bu profesyonellik sonucunda sporcular ve takımlar arasındaki imzalanan sözleşmeler ve bu konuda hak mahrumiyeti yaşanmaması adına Spor hukuku kapsamında E-spor hukuku dali ortaya çıkmıştır. E-spor branşını icra eden sporcular ile takımlar arasında yapılan bu sözleşmelerin hukuksal boyutu ve sporcuların ve takımların hak ve yükümlülükleri ile ilgili Türkiye'de herhangi bir özel kanun veya temeli oturtulmuş bir sözleşme modelinin olmaması temel problemdir. E-spor branşı ile ilgili Hindistan'ın e-spor dalındaki sporcular ile takımlar arasında imzalanan sözleşmelerin unsurlarından ve Fransa'nın E-spor branşı ile ilgili sözleşme ve hukuki anlamda verilen özel hükümlerinden örnekler verilmiştir. Yapılan bu çalışmada e-spor branşının, e-spor hukukunun tanımı ve e-spor sözleşmelerinde olması gereken temel unsurlarından bahsedilerek sporcuların imzaladıkları sözleşmelerde mağduriyet yaşamamaları adına sözleşmelerde bulunması gereken cezai işlemler, çalışma saatleri, sponsorluk durumları, fesih işlemleri gibi unsurlardan bahsedilerek önemli önerilerde bulunulmuş ve e-spor hukuku literatürüne katkılar sağlanmak amaçlanmıştır.

Anahtar Kelimeler: E-spor sözleşmesi, e-spor hukuku, e-spor.

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INTRODUCTION

Sports is a set of physical activities that have certain game rules and are performed competitively (Erdemli, 2007). According to the Turkish Language Institution, sports cover a set of movements performed to develop the body and mind. According to the Turkish Language Institution, a game is a pastime that develops intelligence and talent with certain rules and provides a good time. Digital, on the other hand, is the display of numerical data on the screen (Türk Dil Kurumu, 2022). When the two concepts came together, the concept of digital games emerged. In this context, the definition of the digital game can be made as one of the types of games that provide good time by reflecting numerical data on the screen that develops intelligence and skills with certain game rules (Newzoo, 2017).

After sports became a right, the concept of Sports Law, which is a very young branch of law, started to develop. Sports law is a branch of law that systematically examines the relationship between sports activities and sports organizations (Şeref & Petek, 2017). In Turkey, the fact that sports is a right is guaranteed by the articles in the Turkish Constitution. The proof of this situation is Articles 58 and 59 of the Turkish Constitution (Grand National Assembly of Turkey Justice Commission, 2011).

Within the scope of computer-related digital games, Esports, a new concept based on competition, has emerged in the world with the combination of sports and digital games. In this context, concepts such as virtual sports, and cyber sports

were combined and all of them were included under the name of Esports or electronic sports. The concept of Esports, which has recently found a place for itself in the world, has brought along debates about being viewed as a sport on the one hand, but on the other hand, it has been recognized as a sports branch as a result of its similarities to the definition of sports in the academic sense (Seth et al., 2007).

The limitation of the study is that the literature is analysed for three countries. The aim of this study is to examine the legal rights of esports athletes in Turkey arising from their contracts and the provisions of special laws.

Definition of Esports, Historical Development and Esports Law

Esports is a type of sport that is built on online games on the internet. In this context, Esports can be defined as a sports branch in which athletes who can participate from all over the world compete in national or international tournaments in environments where they exhibit their skills in games while competing in the same digital environment simultaneously (Argan et al, 2007).

In the current period, Esports has started to spread day by day and has managed to make its name known to many countries. As this popularity has increased immensely, different definitions of Esports have also emerged. In this context, Esports is defined as a branch of sport in which digital devices are used as sports tools and sportive

competitions are held fairly within the framework of certain rules in digital environments (Bingjun & Mingxue, 2007).

The Asian Federation of Electronic Sports defines esports as a digital platform for the competitive use of electronic devices. The federation's website states that players attract millions of spectators to online challenges and collect prize money and medals. It also stated that with Esports, players, and participants improve their hand-eye coordination, logical thinking, reaction, and how to act as a team. In addition, it is stated that the development of Esports is assisted by simulation, augmented reality, unmanned aerial vehicles, robots, virtual reality, human-computer interfaces and security of entrances and exits, and electronic systems or other electronic platforms that include other objects (Asian Electronic Sports Federation, 2022).

On September 25, 2018, the Turkish Esports Federation defined Esports as "Any activity in which participation is made both individually and as a team in the online and offline environment through an electronic device" in subparagraph (f) of Article 4 titled "Definitions" of the License, Registration, Visa and Transfer instruction. There is no physical strength or performance in esports. Accordingly, it is observed that mental tactics are used more frequently (Çiçek, 2022).

Although Esports has managed to make a serious name for itself in the last 6-7 years, its existence dates back to the first computer games. With the release of arcade games, the young generations of that period played arcade games. As a result, arcades led to the emergence of the concept called gaming culture in real terms. Later on, with the advent of game consoles, the transition from the concept of single-player games to the concept of multiplayer game was provided and as a result, competitive environments were formed. Thanks to the developing technology, the gaming industry has also received its share. With technological developments, people started to play and compete with other people in the same game in the same digital environments with the computers in their homes (Magerko, 2004).

Networks such as National Science Foundation Network and Advanced Research Projects Office Network enabled computers to connect to each other in the 80s. Subsequently, with the emergence of the World Wide Web in the 90s, other networks disappeared and computers started to connect to each other via a single network, the World Wide Web. As a result of the situation that became universal with the emergence of a single network, internet cafes emerged and more players entered into a competitive environment with each other. With the emergence of the internet and internet cafes in the gaming universe, a universal competitive environment has started to grow very large. As the number of games increased, the interest in games increased synchronously. When prizes were added to the games, an industry started to form. Moreover, as competition increased, competitions with prizes started to emerge.

"Red Annihilation", a prize-winning tournament held in Europe in 1997, was the first time that the idea that games could be profitable was put into people's minds (Walther, 2003).

Esports Law

Esports, which has emerged throughout the world, has caused several rules to be handled within the scope of the law by creating a wide demand for this sports branch, and esports law was born. It is observed that people who are interested in esports suffer many injustices and loss of rights. Furthermore, it is seen that the reputation of esports is damaged due to these situations. In this context, some companies are victimizing esports players with contract clauses that are completely contrary to Article 1 of the Code of Obligations with the definition of "A contract is a legal transaction formed by the mutual and appropriate declaration of will of two parties.", which continues to exist in the rules of law by putting forward contracts that can disregard the other party and favor themselves by pursuing the same purpose under the law (İstikbal, 2020).

METHODS

Research Model: In this study, a qualitative research model was adopted. This research model covers blending the documents, photographs, and records on the subject matter and interpreting them (Creswell, 2013). Qualitative research can be defined as research that allows individuals' experiences, approaches to events, behaviors, and attitudes to be examined in depth by describing them. In qualitative research, instead of numerical data indicating the number, average, or amount of general phenomena, it is a research model that aims to reveal the causality of these data (Denzin & Lincoln, 1998).

Purpose of the Research: This study aims to provide information about the explanations of the concept of Esports and the current legislation regarding Esports law and contracts. At the same time, the study aims to make suggestions that can prevent the mutual loss of rights of athletes and teams in Esports. For this purpose, the literature was reviewed and the necessary information was compiled and collected. This study is very significant as it provides information about the concept of esports, which has recently attracted a lot of attention and can be followed through the internet, what esports means, and what kind of rights an athlete and teams have within the scope of contracts in the legal sense. At the same time, by mentioning the deficiencies in the legal sense, the current study offers significant suggestions to eliminate the deficiencies in terms of preventing the loss of rights of the athletes interested in the esports branch that is the subject of the research and the teams created within this scope.

Data Collection: In this study, the keywords Esports, Esports Law, Esports Contracts and Esports Industry were scanned on websites such as Pubmed, Web of science, Google scholar and all articles found were analysed. In addition, Master's and Doctoral theses on the official website of the National Thesis Centre of the Council of Higher Education (thesis.yok.gov.tr) were analysed. Turkish and foreign language articles and theses in the literature were taken into consideration.

Analysis of Data: Many techniques can be utilized in qualitative research. One of these techniques is document analysis (Ekiz, 2009). Document analysis is a technique that

systematically examines and analyzes all written documents (Wach & Ward, 2013). In this technique, all electronic and printed documents are systematically analyzed and evaluated. Document analysis examines and interprets data to make sense of a subject, and to develop and better understand information (Corbin & Strauss, 2008). In this study, the document analysis technique was used to analyze the data in detail within the scope of Esports and legal contracts.

RESULTS

Esports Contracts in India

A player's services are extremely important. Sometimes this even prevents the player from participating in the competition and all player services must be disclosed. An example of a player service that needs to be included in the contract is the determination of the broadcast time that the player needs to complete on behalf of the team and this must be included in the contract (Ikigai, 2020). Player obligations should include fully complying with the team's preferences, wearing the team's clothes, wearing the team's accessories and participating in the competitions that the team wants, participating in certain regimens of training with the team or alone, as well as participating in sponsor and team events. In this context, teams generally require 12 to 15 hours of training (Holden, et al, 2020). The team decides whether a player plays or does not play in a competition. Accordingly, the player plays or does not play in that competition. The athlete must not support the opposing team. Teams have created contractual obligations that generally prevent players from entering into individual endorsement agreements (Fisher, 2018). If athletes are to be paid a certain amount per month, this is specifically stated in the contract. In general, teams pay for accommodation, food, drink, and all other needs of the athletes in the competitions they participate in. Within the scope of this issue, sometimes perks may be granted in placements according to the performances of the athletes. The athlete is expected to use their public image for the team. In this case, the athlete is expected to allow the team to use his/her name, player tag, voice, image, player ID, and in-game avatar. Under such rights, the player can negotiate additional compensation based on their past profile and performance. Since the equipment used in the team is important for the performance of the athlete, the details of the equipment to be used in the team must be included in the contracts (Ikigai, 2020). In general terms, athletes are guaranteed a percentage of prize money, merchandise sales, sponsorships, and cash flows. In this context, these percentages can be increased or decreased in contracts, taking into account the specific circumstances of the athletes. Prize money won in competitions is shared with team members and the team receives a small percentage. Sponsorship revenues are also sometimes shared with athletes. Controversial cases usually arise when an athlete asks for a percentage of the team's sponsorships (Jonathan, 2020). There should be a clear position in the contract as to whether the athlete is a primary or a substitute among the players in the team's roster, including newcomers. In addition, it should be specified in the contract whether the active participation of the athlete in the competition in which he/she participates will affect the wage he/she will earn. It is known that there are athletes who have problems

in this regard. For example, Owen "smooya" Butterfield, a Counter-Strike: Global Offensive on Steam player, had his monthly salary of USD 2,000 reduced from USD 2,000 to USD 700 because he was benched after the decision of his team Epsilon, which negatively affected his entire career (Zavian & Schmitz, 2019). When lending athletes to other teams for a certain period, teams can also transfer the obligations under the contract to the new team by adding a clause. The athlete's potential loans and the procedure should be detailed in the contracts to avoid disputes (Ikigai, 2020). The termination of athletes' contracts can take different forms. Within the scope of termination, it is possible for the team and the athlete to mutually terminate the contract. In this case, in the esports branch, the contract disappears when the athlete and the team terminate the contract with a mutual agreement. However, if the parties bind the contract to any time, the contract is terminated at the end of the specified time. In addition, if the team does not pay the athlete's wages, the athlete may terminate the contract. In terms of the club, the team may also terminate the contract if the athlete commits the act of match-fixing (Doğu, 2020).

In contracts that are subject to termination, a buy-out clause may be introduced to be subject to compensation. Depending on the investment in the athlete, buy-out clauses put a price on the athlete's remaining contract time. Post-termination obligations are set out in the post-termination obligations, including the obligation to delete data, return equipment, and not make the athlete look bad. Teams may also include the right of first refusal if the athlete signs a contract with another team and make it a binding effect on the athlete if their offer is accepted even if the offer of the offering team is equal to the offer of the athlete's home team. Teams often try to prohibit their athletes from negotiating with other teams for the duration of their contracts. Non-compete clauses have also been added to contracts by some teams (Ikigai, 2020).

Esports Contracts in France

Within the scope of esports, France made a special legal regulation regarding the contracts of esports athletes with Law No. 1321 in 2016. In this regulation, when a contract is signed between a professional esports athlete and teams, regulations in the field of esports law are included by giving mandatory provisions such as the esports athletes who are under the age of twelve cannot participate in tournaments with prize money, provided that it is not less than one season and not more than five seasons (Şahiner, 2023).

Esports Contracts in Turkey

In the Esports branch in Turkey, the contract between the athlete and his/her team has the legal nature of a "Service Contract" within the scope of the Turkish Code of Obligations numbered 6098. When the contracts in the aforementioned branch are analyzed, the earnings within the contracts have the titles of "performance bonuses", "basic guarantee fee" and "tournament bonuses" given from the earnings obtained from competitions. In esports contracts, it should be written clearly and understandably in which currency, when, where, and under what conditions the earnings to be paid to the athlete should be paid. All penal

actions that will be taken against individuals in case of failure to comply with all obligations that must be clearly stated in the contract should also be mentioned. On March 30, 2021, the Turkish Esports Federation published legislation, which states that; "If the athletes in the esports branch commit an act against the specified legislation, all provisions specified in the Sports Disciplinary Regulation of the Ministry of Youth and Sports, which was published in the Official Gazette numbered 30830 on July 13, 2019, will be applied". If there is no provision in the legislation, the board of directors will have the authority to make decisions following Article 21, provided that they do not contradict the provisions of the regulations in any way. Arrangements should be made during working hours following the working conditions within the general logic of the type of esports performed, and the interests and rights of esports athletes should be sensitively observed in these matters, as the first ones to be protected, depending on their agreements. In the contracts made, it should be clearly stated which penal conditions will be valid in cases of termination to prevent economic damage to the teams and in which cases the termination procedures will be realized with justified reasons (Ergün, 2022).

Athlete Rights in Esports and Legal Laws Involving Esports

Law is the set of permanent, general, and abstract rules that protect the relations of individuals with each other or with the state for a certain order. People's relationships are developing day by day and at the same time, the field of law is also developing. This is also true for virtual relationships and the rules of law are also protective for people in virtual relationships. Esports law is handled within the service-providing contracts around the Turkish Code of Obligations No. 6098. These contracts are made to prevent all problems that the athlete may face.

Esports law is related to different and diverse branches of law. Esports contracts provide the most information within the scope of Esports law. Within the scope of criminal law, Law No. 6222 on the Prevention of Violence and Irregularity in Sports contains general provisions for the penalization of acts that commit the crime of match-fixing in Esports, as in other sports branches. It can be said that esports law is covered by branches of law such as IT Law, Criminal Law, Competition Law, Intellectual Industrial Law, and Labor Law. There is currently no special regulation on Esports in the Constitution of the Republic of Turkey. The work arrangements of esports players are carried out following the provisions of Labor Law No. 4857. However, Labor Law No. 4857 is still not sufficient for Esports. Therefore, it is seen that there is a clear and clear need for legislation within the scope of working hours and other regulations for esports athletes (Çiçek, 2022).

Esports in Turkey

In Turkey, extensive studies are carried out in the Esports branch. Many popular games in the world attract the attention of young people in Turkey and these games are legally recognized by the law of the Republic of Turkey. In this sense, Turkey is one of the first states in Europe. Turkish Digital Games Federation was established in 2011

but was closed down after about 2 years. Esports in Turkey is supervised by the Federation of Developing Sports Branches within the Digital Games Vice Presidency and is in a legal order. People who want to be an athlete in esports are officially provided with athlete licenses by the Digital Games Vice Presidency. Following the specified laws, if a person who wants to be an athlete in the Esports branch is over the age of 6, he/she can get his/her license as an individual or under the name of a team (Çiçek, 2022).

DISCUSSION

The aim of this study is to examine the legal rights of esports athletes in Turkey arising from their contracts and the provisions of special laws. Esports is a young sports branch. It covers all kinds of activities carried out by playing video games, strategy games, and many other different types of games, both individually and as a team, intertwined with the concept of multipalyer game, that is, multiple games, with the use of some equipment online and offline on digital platforms.

In terms of the esports branch, there is no clear legal regulation in terms of athletes and teams. In this context, the contracts between e-athletes and teams are legally defined as "service contracts" within the scope of the Turkish Code of Obligations No. 6098, and when it comes to earnings, there are "performance bonuses" and "basic guarantee fee" and "tournament bonuses" within the scope of the fees earned from competitions.

In the legislation published by the Turkish Esports Federation, it is ruled that the provisions specified in the Sports Disciplinary Regulation of the Ministry of Youth and Sports published in the Official Gazette numbered 30830 on July 13, 2019, will be applied in return for the actual actions of Esports athletes against the rules of the legislation. If there is no provision on the subject in the legislation, the board of directors will have the authority provided that it does not violate the provisions according to Article 21. Apart from this, it is stated that when an act related to match-fixing is committed in the Esports branch, the provisions of Law No. 6222 on the Prevention of Violence and Irregularity in Sports will be applied to the perpetrator who committed the act.

There is no fully prepared legislation specific to esports. In the esports branch, labor regulations are applied according to the provisions of Labor Law No. 4857. Considering that esports athletes are generally young people under the age of 18, it may be inevitable for athletes to be victimized both in terms of athlete contracts and general rights.

Considering that e-athletes spend a lot of time with electronic devices due to the sport they perform, it is thought that the retirement age of e-athletes will not be a very long time. In this context, in terms of the interests of the athletes, it is thought that it will be very beneficial for them to receive general training before they start practicing the Esports branch. In addition to athletes, it is extremely important to inform their families in this context.

Due to the constant exposure of esports athletes to electronic devices, reasonable and regular working hours should be established. Regulations should be made in this regard to

ensure that esports athletes are not victimized in terms of their rights and interests, which will also depend on their contracts.

Depending on the conditions in the contracts of e-athletes, it should be clearly stated in the contracts which situations are objectionable against the penal actions that may occur in terms of contract termination rights in order not to be damaged economically and career-wise.

The most urgent and important thing within the scope of the aforementioned sports branch is to establish a contract model that will belong only to the esports branch regarding all issues related to the esports branch as soon as possible.

There is a need for complete and clear legal regulations for the Esports branch. It is seen that the current labor law does not meet the needs of the Esports branch.

It is considered that a clear regulation should be made by taking into account the interests of the athletes because there is not a complete regulation within the scope of sponsorship in the esports branch.

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- In Turkey, football athlete contract models are generally taken as an example within the scope of esports contracts, but this situation causes victimization of rights for both e-athletes and teams. To reduce the victimization of rights in this regard, the sports community should also support this issue. In addition, contracts specific to the esports branch should be created by including branch-specific situations.
- In this context, it is thought that it is extremely important to educate athletes and families, to contribute to the law of esports, and at the same time to enact a clear labor law, criminal law, and clear contracts regarding esports to protect the interests of both athletes and teams. In future studies, it is thought that measuring the level of knowledge of esports athletes within the scope of contracts and legal rights will contribute to the literature in this field.
- Etik Metni:** Bu makalede araştırma sürecinde, dergi yazım kurallarına, yayın ilkelerine, araştırma ve yayın etiği kurallarına, dergi etik kurallarına uyulmuştur. Makale ile ilgili doğabilecek her türlü ihlallerde sorumluluk yazara aittir.
- Çıkar Çatışması:** Bu çalışmada yazarlar arasında herhangi bir kişisel ve finansal çıkar çatışması bulunmamaktadır
- Yazar Katkı Oranı:** Bu çalışmada bütün yazarların katkı oranları eşittir
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GENİŞLETİLMİŞ ÖZET

Çalışmanın Amacı: E-Spor spor dalı çevrim içi olarak, Online oyunlar üzerine kurulmuş olan bir spor türüdür. Bu kapsamda E-Spor dünyanın her yerinden katılabilen sporcuların birlikte aynı zamanda diliminde aynı dijital ortamda rekabet edebileceği oyunlarda yeteneklerini sergiledikleri ortamlarda ulusal ya da uluslararası turnuvalarda da rekabet ettikleri spor branşı olarak tanımlanabilir. Kesin olarak dünya genelinde ortaya çıkmış olan e spor, bu spor dalına ilişkin geniş çapta bir talep oluşturmasıyla birtakım kuralların hukuk kapsamında ele alınmasına da sebep olmuş ve e spor hukuku doğmuştur. E spor ile ilgilenen şahısların aslında birçok haksızlıklara ve hak kayıplarına uğradıkları ve bahsi geçen spor dalının bu durumlardan dolayı itibarını zedeleyici oluşumların meydana geldiği görülmektedir. Bu çalışmanın amacı E-spor kavramının açıklamaları ile E-spor hukukuna ve sözleşmelerine ilişkin hali hazırdaki mevzuatlarla ilgili okuyucuya bilgiler sunmaktır. Aynı zamanda E-spor dalındaki sporcuların ve kulüplerin karşılıklı hak kayıplarının önüne geçebilecek önerilerde bulunmaktadır. Bu amaç doğrultusunda literatür taranmış ve gerekli bilgiler derlenerek toplanmıştır.

Yöntem: Çalışmada araştırma modellerinden nitel model kullanılmıştır. Bu araştırma modeli araştırmacının çevresindeki kayıtları, dokümanları, fotoğrafları ve kayıtları birbiriyle harmanlayarak yoruma dökmesiyle oluşur. Bu çalışmada Researchgate, Web of Science, Google Scholar gibi web sitelerinde Esport, Esport hukuku, Esport Sözleşmeleri ve Esport Endüstrisi anahtar kelimeleri taranmış ve Yükseköğretim Kurulu (tez.yok.gov.tr) Ulusal Tez Merkezi'nin resmi web sitesinde yer alan tezlerden elde edilmiştir. Veriler doküman analizi tekniği ile analiz edilmiştir.

Sonuç ve Değerlendirme: Sporun bir dalı olan e-spor branşındaki lisanslı sporcular, genel anlamda katıldıkları turnuvalarda kendilerine ödenen ödül miktarları için turnuvalara katılmaları konusunda onlara fırsatlar sunan

organizasyonların birer üyeleridir. E-spor branşı ile ilgilenen lisanslı sporcuların sözleşme imzaladığı kulüp için e-spor adı altında oyunları oynayarak efor sarf etmesi, zamanını bu şekilde geçirmesi ve bu sporu icra etmeyi vaat etmesi sonucu borç altına girmesi ile sporcu kontratı sağlanmış olur. Bunun sonucunda da sporcuya vaat edilen ücretin spor kulübünün ödeme borcunu kabul etmesidir. Hindistan örneğine bakıldığında esporunu icra eden sporcuların sözleşmelerinde Oyuncu hizmetleri, Oyuncu yükümlülükleri, Ücret ve Diğer Menfaatler, Görüntü Hakları, Ekipman, Gelir Paylaşımı, Kadro Yönetimi, Krediler, Fesih ve Yenileme gibi ana başlıklar bulunmaktadır. E-spor kapsamında Fransa 2016 yılında 1321 sayılı kanun ile E-spor sporcularının sözleşmeleri ile ilgili özel bir kanuni düzenleme yapmıştır. Bu düzenlemede bir profesyonel e-spor sporcusu ile kulüpler arasında sözleşme imzalanacağı zaman bir sezondan az olmaması ile beş sezondan da fazla olmayacağı kaydı ile on iki yaşından küçük olan e-spor sporcularının da kazanç sağlanan ödüllü turnuvalara katılmayacakları gibi emredici hükümler vererek e-spor hukuku alanında düzenlemelere yer verilmiştir. Türkiye'de E-Spor branşında sporcunun takımı ile yapacağı sözleşme 6098 sayılı Türk Borçlar Kanunu kapsamında "hizmet sözleşmesi" hukuki niteliğindedir. Bahsi geçen branştaki sözleşmeler irdelendiğinde, sözleşmeler dahilindeki kazançların; "performans bonusları", "temel garanti ücret" ve müsabakalardan edinilen kazançlardan verilen "turnuva bonusları" başlıkları mevcuttur. E-spor sözleşmelerinde sporcuya ödemesi yapılacak kazançların hangi para biriminden, hangi zamanda, nerede ve hangi koşullarda ödenmesi gerektiği açık bir biçimde anlaşılır bir şekilde yazmamaktadır. Sözleşme dahilinde açıkça belirtilen tüm uyulması gereken yükümlülükler uyulmaması durumunda şahısların karşısına çıkacak tüm cezai işlemlerden de bahsedilmemektedir. 30 Mart 2021 tarihinde Türkiye E-spor Federasyonu bir mevzuat yayımlamış ve bu mevzuatta; E-spor branşındaki sporcular, belirtilen mevzuata karşı bir fiilde bulunurlarsa 13

Temmuz 2019 tarihinde 30830 sayılı Resmî Gazetede açıkça yayımlanan Gençlik ve Spor Bakanlığı Spor Disiplin Yönetmeliği tüm belirtilmiş olan hükümler uygulanacaktır şeklinde hükmedilmiştir. Mevzuatta eğer hüküm bulunmuyorsa yönetim kurulu yönetmelik hükümlerine hiçbir şekilde karşı olmamak şartı ile madde 21'e göre karar alabilecek yetkiye sahip olacaklardır. İcra edilen E-spor türünün genel mantık çerçevesindeki çalışma şartlarına da uygun bir biçimde çalışma saatlerinde düzenlemeler yapılarak, e-sporcuların anlaşmalarına bağlı bir şekilde menfaatleri ve hakları ilk korunanlar olmak üzere bu hususlarda hassasiyetle gözetilmelidir. Yapılan sözleşmelerde takımlarında ekonomik anlamda zarar görmemeleri açısından fesih hallerinde hangi cezai koşulların geçerli olacağı ve hangi hallerde haklı sebepler ile fesih işlemlerinin gerçekleşeceği açık bir şekilde

belirtilmelidir. E-spor branşında şike ilgili bir fiil işlendiği zamanda 6222 Sayılı Sporda Şiddet ve Düzensizliğin Önlenmesine Dair Kanunu hükümleri fiili işleyen faile uygulanacağı belirtilmiştir.

Araştırma sonucunda, Türkiye de E-spor dalına özel Hindistan ve Fransa da olduğu gibi tam anlamıyla hazır olan bir mevzuat olmadığı tespit edilmiştir. E-spor branşında iş düzenleri 4857 Sayılı İş Kanunu hükümlerine göre uygulanmaktadır. E-spor branşını icra eden sporcuların yaşlarının genellikle 18 yaş altı olan gençler düşünüldüğünde hem sporcu sözleşmeleri açısından hem de genel haklar açısından sporcuların mağduriyet yaşamaları kaçınılmaz olabilmektedir. Bu kapsamda özel bir kanun ile sporcuların koruma altına alınmasının son derece önemli olduğu düşünülmektedir.