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DOI: 10.46924/jihk.v7i2.355



Legal Protection for Esports Athletes Against Freeze Contract Clauses in Employment Relationships

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How to cite

Charomain, Mochammad Imam.
& Gunadi, Ariawan. 2026. Legal
Protection for Esports Athletes
Against Freeze Contract Clauses in
Employment Relationships. *Jurnal
Ilmu Hukum Kyadiren* 7(2), 945-957.
[https://doi.org/10.46924/jihk.v7i
2.355](https://doi.org/10.46924/jihk.v7i2.355)

Original Article

Abstract

The rapid expansion of the esports industry in Indonesia has not been accompanied by adequate legal certainty regarding employment relationships between athletes and teams, thereby creating opportunities for detrimental contractual practices, including freeze contracts that restrict athletes' mobility and fundamental rights. This study aims to (1) identify forms of workers' rights violations arising from the implementation of freeze contracts and (2) assess the adequacy of the existing regulatory framework—including PBESI Regulation Number 034/PB-ESI/B/VI/2021, the Sports Law, and the Manpower Law—in providing legal protection for esports athletes. This study employs a normative juridical method using statutory, conceptual, and case-based analytical approaches. The findings indicate that freeze contracts have the potential to violate the rights to freedom of employment, income security, and equality within the employment relationship. Moreover, the current regulatory framework does not specifically address employment protection for esports athletes. In conclusion, regulatory reform and strengthened contract oversight mechanisms are required to ensure effective and equitable legal protection for athletes.

Keywords: *Esports, Clause Freezing, Freeze Contract, Legal Protection*

Abstrak

Pertumbuhan pesat industri esports di Indonesia belum diimbangi dengan kepastian hukum mengenai hubungan kerja antara atlet dan tim, sehingga membuka ruang bagi praktik kontrak yang merugikan, termasuk *freeze contract* yang membatasi mobilitas dan hak dasar atlet. Penelitian ini bertujuan untuk mengidentifikasi bentuk pelanggaran hak-hak pekerja akibat penerapan *freeze contract* serta mengevaluasi kecukupan kerangka regulasi yang ada—meliputi PBESI Nomor 034/PB-ESI/B/VI/2021, UU Keolahragaan, dan UU Ketenagakerjaan—dalam memberikan perlindungan hukum bagi atlet esports. Penelitian menggunakan metode yuridis normatif dengan pendekatan perundang-undangan, konseptual, dan analisis kasus. Hasil penelitian menunjukkan bahwa *freeze contract* berpotensi melanggar hak atas kebebasan bekerja, kepastian pendapatan, dan kesetaraan dalam hubungan kerja. Selain itu, regulasi yang ada belum secara spesifik mengatur perlindungan ketenagakerjaan bagi atlet esports. Kesimpulannya, diperlukan pembaruan regulasi dan penguatan mekanisme pengawasan kontrak untuk memastikan perlindungan hukum yang efektif dan berkeadilan bagi atlet.

Kata kunci: *Esports, Klausula Pembekuan, Freeze Contract, Perlindungan Hukum*

1. INTRODUCTION

The esports industry has experienced rapid growth over the past decade, evolving into a highly valuable global economic sector. By 2025, the global esports market is projected to exceed US\$3 billion, reflecting exponential expansion driven by digitalization, the rise of streaming platforms, and the increasing professionalization of esports competitions worldwide.¹ Indonesia, as one of the fastest-growing markets in Southeast Asia, has significantly contributed to this development through its increasingly structured competitive ecosystem and the formal recognition of esports as an official sport. This recognition is reinforced by the 2022 Sports Law and regulatory instruments issued by the Indonesian Esports Executive Board (PBESI), particularly PBESI Regulation No. 034/PB-ESI/B/VI/2021, which affirms the status of esports athletes as contracted workers employed by legal entities and entitled to employment protections.

Despite this regulatory progress, the employment relationships within the esports industry remain highly complex. Many professional athletes continue to be categorized as independent contractors rather than permanent employees. As a result, management or esports teams are not always obligated—or able—to fulfill normative labor standards, including minimum wages, social security benefits, and leave entitlements. This ambiguous legal status generates structural vulnerabilities for athletes and opens opportunities for potentially exploitative contractual practices. One such practice is the use of freeze contract clauses, which restrict an athlete's ability to change teams or pursue alternative career opportunities during or even after the contract term.

Freeze clauses have become increasingly prevalent in professional esports contracts, yet they raise serious legal concerns. From a labor protection perspective, such restrictions may create substantial imbalances in bargaining power and impede athletes' professional development. Situations in which athletes are “frozen”—unable to compete yet prohibited from joining another team—are financially harmful and detrimental to the athlete's mental well-being and career sustainability. From civil and employment law perspectives, the validity of these clauses is questionable because they may violate the principles of balanced contractual freedom, public order, and fairness.² In extreme cases, freeze clauses may constitute excessive restrictions on the right to work, contradicting both the Employment Law and general principles of contract law.

Several previous studies have examined employment relationships between esports athletes and team management from different perspectives. Mario and Ariana emphasize that esports player transfers fall within the scope of sports and employment law and are grounded in contractual arrangements under the Civil Code. While their

¹ The Business Research Company, “E-Sports Global Market Report 2025,” 2025, <https://www.thebusinessresearchcompany.com/report/e-sports-global-market-report>.

² Mochamad Isaeni, *Seberkas Diorama Hukum Kontrak* (Surabaya: Revka Petra Media, 2018).

study positions contracts as the primary legal foundation for athlete–team relations, it focuses on transfer mechanisms and does not specifically address restrictive clauses such as freeze contracts.³ Agung analyzes the employment status of underage esports athletes and concludes that employment relationships remain valid when the elements of orders, work, and wages are met.⁴ However, this study does not explore potentially exploitative contract terms, including restrictions on athlete mobility. Efendi and Sulubara highlight the importance of upholding athletes' basic rights, including the constitutional right to decent work under Article 27(2) of the 1945 Constitution. While their study underscores the normative foundation for athlete protection, it does not address the increasingly common issue of freeze contracts in the professional esports sector.⁵

A study on poaching practices in esports conducted by Maulidea and Mahyani is also relevant to discussions on athlete employment relations. Their focus on the unlawful acquisition of athletes (poaching) and its legal consequences illustrates the complex nature of employment contracts in the esports industry.⁶ However, the study primarily emphasized team protection rather than the protection of athletes harmed by specific contractual clauses and therefore did not address freeze contract provisions from an employment law perspective.

Research by Nurhayati et al. examined legal protection for esports players harmed by management using a normative and comparative legal approach. Their conclusion that existing legal protection remains incomplete reinforces the view that Indonesia's esports regulatory framework is insufficient to address all employment-related issues.⁷ Nonetheless, the study remains macro in scope and does not provide a micro-level analysis of problematic contractual provisions, including freeze contract clauses.

Harianto highlights the importance of the principle of good faith in esports player contracts and the need for legal safeguards against unilateral contract termination. While this focus is important in exposing unfair contractual practices, the study does not

³ Imanuel Mario and I Gede Putra Ariana, "Analisis Yuridis Pengaturan Perpindahan Atlet E-Sports Pada Olahraga E-Sports Di Indonesia," *Amandemen: Jurnal Ilmu Pertahanan, Politik Dan Hukum Indonesia* 1, no. 2 (2024): 222–233, <https://doi.org/10.62383/amandemen.v1i2.160>.

⁴ I Putu Setya Agung, "Keabsahan Hubungan Kerja Antara Perusahaan E-Sports Dengan Atlet E-Sports Dibawah Umur," *Jurist-Diction Law Journal* 4, no. 6 (2021): 2365–2396, <https://doi.org/10.20473/jd.v4i6.31850>.

⁵ Ashari Efendi and Seri Mughni Sulubara, "Perlindungan Hukum Bagi Atlet Dalam Perjanjian Kontrak Kerja Berkaitan Dengan Hak Kerja Dalam Pasal 27 Ayat 2 UUD 1945," *Konsensus: Jurnal Ilmu Pertahanan, Hukum Dan Ilmu Komunikasi* 1, no. 4 (2024): 200–206, <https://doi.org/10.62383/konsensus.v1i4.272>.

⁶ Cantika Maulidea and Ahmad Mahyani, "Pencegahan Pembajakan Atlet E-Sports Melalui Perlindungan Hukum Kepada Tim E-Sports," *Bureaucracy Journal Indonesia Journal of Law and Social-Political Governance* 2, no. 3 (2022): 760–82, <https://doi.org/10.53363/bureau.v2i3.61>.

⁷ Yati Nurhayati et al., "Perlindungan Hukum Terhadap Player E-Sport Yang Dirugikan Oleh Manajemen Yang Menaunginya," *Badamai Law Journal* 7, no. 2 (2022): 269–89, <http://dx.doi.org/10.32801/damai.v7i2.15870>.

address post-contractual restrictions such as freeze clauses, which can significantly hinder athletes' career development.⁸

Similarly, research by Mayangsari, which examined the necessity of employment contracts for esports athletes in Indonesia through an international comparative approach, emphasized the importance of primary and supplementary contracts to ensure legal certainty.⁹ However, this research was conducted during the early developmental stages of the Indonesian esports ecosystem and did not anticipate contemporary issues such as freeze contract clauses, which have since become increasingly relevant.

Research by Sulubara et al. also underscores that employment contracts serve as the primary legal framework for esports athletes, with PBESI Regulation No. 034/PB-ESI/B/VI/2021 functioning as the principal standard.¹⁰ Nevertheless, the study did not identify potential contractual provisions that may violate the principle of fairness, including freeze clauses that restrict the freedom to work.

Another study by Manaaf et al. confirmed that esports athletes' employment relationships satisfy the elements of employment agreements under the Manpower Law. This finding is significant as it establishes the basis for considering esports athletes entitled to the same protections as workers in general.¹¹ However, the study focuses mainly on regulatory ambiguity and does not explore contractual dynamics that may disadvantage athletes.

Although previous studies have addressed employment relationships, athlete protection, and esports regulation, none have specifically examined freeze contract clauses as restrictions on workers' rights that may violate the principles of fairness, freedom of choice of employment, and the fundamental requirements of employment agreements under the Manpower Law. No prior research provides a comprehensive analysis of the validity of freeze contracts or the legal protection mechanisms available to athletes affected by such provisions. This study is original in that it directly examines the legality of freeze contract clauses and proposes both preventive and repressive legal measures to protect esports athletes in Indonesia. Based on these issues, this study aims to:

⁸ August Agung Hendar Harianto, "Iktikad Baik Kontrak Bagi Pemain E-Sports Dan Perlindungan Hukum Bagi Pemain E-Sports Di Indonesia" (Universitas Islam Indonesia, 2023), <https://dspace.uui.ac.id/bitstream/handle/123456789/46541/19410567.pdf?sequence=1&isAllowed=y>.

⁹ Andina Mayangsari, "Kontrak-Kontrak E-Sport Di Indonesia Dan Upaya Peningkatan Kepastian Hukum Bagi Atlet-Atlet E-Sport Indonesia" (Universitas Katolik Parahyangan, 2019), <https://repository.unpar.ac.id/handle/123456789/10156>.

¹⁰ Seri Mughni Sulubara et al., "Aturan Hukum Terhadap Atlet E-Sport Terkait Kontrak Kerja," *Eksekusi: Jurnal Ilmu Hukum Dan Administrasi Negara* 1, no. 3 (2023): 141–151, <https://doi.org/10.55606/eksekusi.v1i3.467>.

¹¹ Muzhaffar Manaaf, Holyness N Singadimedja, and Rafan Darodjat, "Perlindungan Hak Upah Pemain Profesional Game Online: Analisis Peraturan Perundang-Undangan Ketenagakerjaan," *Comserva: Jurnal Penelitian Dan Pengabdian Masyarakat* 3, no. 4 (2023): 1581–89, <https://doi.org/10.59141/comserva.v3i4.935>.

- 1) Identify forms of workers' rights violations that may arise from the application of freeze contracts to esports athletes; and
- 2) Evaluate the adequacy of existing regulations—including PBESI Regulation No. 034/PB-ESI/B/VI/2021, the Sports Law, and the Manpower Law—in providing legal protection for esports athletes.

2. RESEARCH METHODOLOGY

This study employs a normative juridical approach to analyze the validity of freeze contract clauses in esports athlete employment agreements within the Indonesian legal framework. This approach is appropriate because the issues examined are directly related to written legal norms, the principle of freedom of contract, and the principles of worker protection as established in the Civil Code, the Manpower Law, the Sports Law, and PBESI regulations. The analysis is conducted through three primary approaches: the statutory approach, the conceptual approach, and the case approach. The statutory approach is used to examine the coherence of freeze contract clauses with applicable regulations. The conceptual approach is applied to explore the concepts of employment relations, restrictions on workers' rights, and the principle of proportionality in contractual arrangements. The case approach is employed to analyze esports contract practices and judicial decisions concerning work restrictions in the professional sports sector.

The data sources consist of primary legal materials, including legislation related to labor and sports, the Civil Code, PBESI regulations, and relevant jurisprudence. Secondary legal materials—such as journal articles, textbooks on contract and employment law, and prior research on the esports industry—support the analysis, along with tertiary legal materials, including legal dictionaries and encyclopedias. Data collection was carried out through documentary studies of regulations and standard esports athlete contract documents, as well as an extensive literature review using scientific databases. This structured data collection process ensures analytical rigor and strengthens the consistency of legal reasoning.

Data analysis was conducted using descriptive-qualitative, interpretative, argumentative, and comparative-normative methods. Descriptive analysis was used to map applicable legal norms, while interpretative analysis involved systematic, grammatical, and teleological interpretation of rules governing athlete employment relationships. Argumentative analysis was employed to assess the legality of freeze contract clauses based on the validity requirements of contracts and the principles of proportionality, good faith, and worker protection. Comparative-normative analysis was performed to compare regulatory practices limiting athlete mobility in other jurisdictions. Validity was ensured through triangulation of legal materials and

consistent interpretative techniques, while reliability was strengthened through the application of structured, doctrine-based legal analysis methods.

3. RESEARCH RESULT AND DISCUSSION

3.1. Forms of Labor Rights Violations Arising from the Implementation of Freeze Contract Clauses in the Employment Relations of Esports Athletes in Indonesia

This study seeks to identify the forms of labor rights violations that arise from the implementation of freeze contract clauses in the employment relations of esports athletes in Indonesia. The analysis was conducted using a normative juridical approach by examining labor law, civil law, and national sports regulations, and by comparing these legal norms with empirical findings and previous literature on employment relations in the esports industry. The results indicate that freeze contract clauses create not only normative ambiguity but also a range of potential violations of fundamental labor rights.

The primary violation identified is the restriction of workers' rights to choose and change employment. Freeze contract clauses—provisions that prohibit or restrict athletes from joining another team for a specified period, even after the contract expires—directly constrain the career mobility of esports athletes. In a fast-paced, performance-driven industry, being unable to compete for several months or an entire season can significantly reduce an athlete's income, performance trajectory, and professional exposure.

Document analysis and case studies reveal that most freeze contract clauses do not provide financial compensation during the freeze period. This practice is inconsistent with fundamental labor principles requiring minimum protection for workers, particularly when access to income sources is restricted. These findings confirm that freeze contracts may violate the principle of fair competition in the labor market and conflict with the constitutional right to decent work guaranteed under Article 27(2) of the 1945 Constitution and the Human Rights Law.

The findings further indicate that freeze clauses may create conditions akin to constructive unemployment, wherein workers are effectively unable to work despite not being formally terminated. Athletes are placed on hold without the ability to seek new opportunities, resulting in a de facto loss of employment without receiving protections prescribed by labor regulations.

The study also finds that freeze clauses are typically inserted into standard-form contracts unilaterally drafted by esports teams. Athletes—particularly younger or newly recruited players—often sign these agreements without adequate legal representation, leading to a substantial imbalance in bargaining power. Such clauses frequently impose burdens on athletes without corresponding benefits. In certain cases, athletes are not

provided clear information regarding the legal and financial implications of freeze clauses. This creates conditions that may be categorized as exploitative, as management leverages its dominance to enforce clauses that prioritize commercial interests at the expense of workers' fundamental rights.

This situation contradicts the principle of protection for the weaker party, a doctrine recognized in Indonesian contract law. Under this principle, agreements involving unequal bargaining positions—particularly employment agreements—must protect vulnerable parties from oppressive or disproportionate terms. Accordingly, freeze contracts can be considered clauses that fail to meet the principles of fairness and contractual balance.

An examination of the positive legal framework shows that freeze contracts lack explicit legal foundation in the Manpower Law or related labor regulations. Although freeze clauses resemble non-competition clauses, Indonesia does not yet have regulations governing post-employment restrictions in employment relationships. Article 52 of the Manpower Law requires that employment agreements must not violate public order, which includes the right of workers to pursue employment freely and participate in a healthy labor market.

The findings indicate that freeze contract clauses have the potential to violate the principle of public order because they restrict workers' access to employment after contract expiration without sufficient legal justification. By analogy, Article 1601x of the Civil Code supports this conclusion, as civil law allows workers to seek the annulment of post-employment restrictions that cause disproportionate harm. In the context of freeze contracts, such restrictions are typically imposed without adequate compensation, creating a significant imbalance between the interests of the athlete and the team and potentially contradicting statutory provisions. Based on these findings, freeze contract clauses may be classified as null and void because they contravene fundamental principles of contract validity, justice, and public order.

Previous studies examining the employment relationships of esports athletes have primarily focused on the legality of employment status¹², transfer and contract mechanisms¹³, principles of good faith and unilateral contract termination¹⁴, and general forms of athlete protection.¹⁵ However, none of these studies have specifically investigated the forms of labor rights violations arising from the implementation of freeze contract clauses.

¹² Agung, "Keabsahan Hubungan Kerja Antara Perusahaan E-Sports Dengan Atlet E-Sports Dibawah Umur."

¹³ Mario and Ariana, "Analisis Yuridis Pengaturan Perpindahan Atlet E-Sports Pada Olahraga E-Sports Di Indonesia."

¹⁴ Harianto, "Iktikad Baik Kontrak Bagi Pemain E-Sports Dan Perlindungan Hukum Bagi Pemain E-Sports Di Indonesia."

¹⁵ Nurhayati et al., "Perlindungan Hukum Terhadap Player E-Sport Yang Dirugikan Oleh Manajemen Yang Menaunginya"; Sulubara et al., "Aturan Hukum Terhadap Atlet E-Sport Terkait Kontrak Kerja."

This study fills this gap by demonstrating that freeze contracts are not merely administrative provisions but may substantively violate principles of worker protection, freedom of work, and the fundamental requirements of employment agreements.¹⁶ Although earlier research acknowledges regulatory ambiguity and power imbalances in esports employment arrangements, it has not provided a detailed examination of the potential labor rights violations embedded within freeze contract clauses. Consequently, this study makes a significant contribution to the literature by offering a micro-level analysis of detrimental contractual provisions rather than focusing solely on macro-level regulatory or employment structures.

The findings of this study interpret freeze contracts as disproportionate restrictions on workers' rights that are inconsistent with Indonesian labor law principles. These clauses may operate as mechanisms for retaining athletes in unequal employment relationships, impeding their career development, and limiting access to economic opportunities. This interpretation highlights that freeze contract clauses generally reflect the commercial interests of team management rather than supporting a healthy competitive environment. In the context of a rapidly expanding industry such as esports, such practices may undermine athletes' career sustainability and hinder the overall professionalization of the sector.

This study further emphasizes that any restriction on workers' rights must comply with the principles of proportionality, fairness, and protection of the weaker party.¹⁷ Freeze contracts that provide no compensation and lack a clear legal basis do not meet these standards.¹⁸ The findings confirm that freeze contracts have the potential to violate several key legal principles: the right to freedom of work, by restricting athlete mobility without compensation; the principle of contractual justice, due to unequal bargaining power and managerial dominance; the principle of public order, by limiting access to the labor market; and the principle of protection of the weaker party, which is fundamental to Indonesian contract and employment law. Therefore, freeze contract clauses can be considered inconsistent with Indonesian labor law principles and may be deemed non-binding.

3.2. Adequacy of Regulations—Including PBESI Regulation Number 034/PB-ESI/B/VI/2021, the Sports Law, and the Manpower Law—in Providing Legal Protection for Athletes

¹⁶ Muljadi Kartini and Gunawan Widjaja, *Perikatan Yang Labir Dari Perjanjian* (Jakarta: PT Rajagrafindo Persada, 2003).

¹⁷ Ekaterine Kardava, "Proportionality Principle as a Response Instrument to Challenges of Modern Labour Law," *Journal of Law* 1 (2017): 172–87, <https://jlaw.tsu.ge/index.php/JLaw/article/view/1846>.

¹⁸ Mamasiddikov Muzaffarkhon Musakhonovich et al., "The Protection of Labor Rights on the Court System," *Journal of Human Rights, Culture and Legal System* 4, no. 3 (2024): 742–64, <https://doi.org/10.53955/jhcls.v4i1.115>.

This study assesses the adequacy of Indonesia's current regulatory framework—particularly PBESI Regulation Number 034/PB-ESI/B/VI/2021, the Sports Law, and the Manpower Law—in providing sufficient legal protection for esports athletes who incur losses due to the implementation of freeze contracts, namely clauses that restrict athletes' mobility even after their contractual terms have ended. The analysis focuses on three core issues: (1) the extent to which existing regulations prevent harmful contractual clauses, (2) the availability of remedial protection for aggrieved athletes, and (3) how the interaction between athlete status, normative gaps, and industry development affects the effectiveness of legal protection mechanisms.

Data analysis was conducted through a review of statutory instruments, interviews with professional esports athletes, team managers, and sports organization officials, as well as an examination of relevant judicial decisions. The findings reveal that the current regulatory framework does not yet provide adequate or comprehensive protection. Three primary findings emerge.

First, PBESI Regulation Number 034/PB-ESI/B/VI/2021 governs athlete registration, competition management, and professional ethics, but does not include explicit provisions regulating contractual practices, including prohibitions on freeze clauses. Although the regulation provides for dispute resolution through PBESI arbitration, this mechanism is reactive and offers no normative guidance on fair contracting standards.

Second, the Sports Law acknowledges professional athletes as subjects requiring protection; however, it does not clearly define the legal status of esports athletes, particularly regarding their employment relationships with teams. This ambiguity has significant consequences: without explicit recognition as workers, esports athletes are not automatically entitled to labor protections.

Third, although the Manpower Law prohibits employment terms that disadvantage workers or restrict the fundamental right to work, many teams categorize athletes as independent contractors rather than employees. As a result, freeze contract clauses are rarely tested against labor standards. In industrial relations disputes, many claims are dismissed because athletes cannot substantiate a formal employment relationship.

The findings indicate that the current regulatory framework is insufficient to prevent and address freeze contract practices due to (1) the absence of contractual norms in PBESI regulations, (2) ambiguity in the employment status of esports athletes, and (3) inconsistencies between labor law structures and the characteristics of the esports industry. The study also finds that legal protection can still be reconstructed through the interpretation of contract and labor law principles, including the annulment of clauses that contravene public order, advocacy for recognizing athletes as workers, organizational intervention, and the provision of legal assistance.

These findings align with global research on unfair contract practices in esports. Connor notes that the global esports ecosystem experiences “regulatory lag,” whereby regulatory development fails to keep pace with industry expansion, exposing athletes to exploitative contracts.¹⁹ Similarly, Wollesen et al. highlight that clarifying the worker status of esports athletes is essential for effective legal protection in advanced jurisdictions.²⁰

Previous studies examined the need for standardized contracts for professional athletes but did not specifically address freeze clauses. This study extends the literature by demonstrating that freeze contract clauses are not only ethically problematic but also violate Articles 1337 and 1338 of the Civil Code and Article 52 of the Manpower Law, rendering them legally invalid.²¹

Freeze contract clauses constitute a disproportionate restriction on athletes’ rights because they prevent athletes from working even after the expiration of their contracts. This study interprets such clauses as violating the principle of freedom to work and contravening norms of propriety and public order under Indonesian law; therefore, these clauses may be classified as invalid or null and void.

The ambiguity surrounding the employment status of esports athletes is the root cause of weak legal protection. If athletes are formally recognized as workers, all provisions governing unfair employment conditions—including freeze contracts—would automatically be prohibited. Therefore, strengthening the labor law framework to explicitly encompass esports athletes is an urgent necessity.

PBESI holds a strategic role in developing a fair contractual ecosystem. This study concludes that arbitration regulations alone are insufficient; PBESI must issue a code of ethics for athlete contracts, expressly prohibit freeze contract clauses, and establish reasonable time limits for post-contract negotiations. These measures align with international standards promoted by the International Esports Federation (IESF). Effective legal protection also depends on athletes’ understanding of contractual terms. Legal education, the role of athlete associations, and access to legal consultation are essential preventive mechanisms to reduce exploitative contractual practices.

Based on the overall analysis, this study identifies three key findings:

- 1) The current regulatory framework does not provide adequate legal protection for esports athletes, particularly in relation to freeze contracts. The absence of

¹⁹ James Connor, “The Athlete as Widget: How Exploitation Explains Elite Sport,” *Sport in Society: Cultures, Commerce, Media, Politics* 12, no. 10 (2009): 1369–77, <https://doi.org/10.1080/17430430903204900>.

²⁰ Bettina Wollesen, Chuck Tholl, and Ansgar Thiel, “Esports: Scientific Significance, And the Debate on Its Status as Sport,” *German Journal of Exercise and Sport Research* 55 (2025): 313–318, <https://doi.org/10.1007/s12662-025-01054-9>.

²¹ Manaaf, Singadimedja, and Darodjat, “Perlindungan Hak Upah Pemain Profesional Game Online: Analisis Peraturan Perundang-Undangan Ketenagakerjaan”; Mayangsari, “Kontrak-Kontrak E-Sport Di Indonesia Dan Upaya Peningkatan Kepastian Hukum Bagi Atlet-Atlet E-Sport Indonesia.”

contractual norms within PBESI regulations, the unclear status of athletes under the Sports Law, and obstacles to implementing the Manpower Law are the primary contributing factors.

- 2) Despite these normative gaps, legal protection can still be constructed by invalidating freeze clauses as unlawful, affirming the worker status of athletes, strengthening internal regulatory intervention by sports organizations, optimizing PBESI's arbitration mechanisms, enhancing legal awareness and access to legal assistance for athletes, and applying the principles of justice and fair play in contractual arrangements.
- 3) The most effective approach combines preventive and repressive protection. Preventive measures deter the emergence of exploitative clauses, while repressive mechanisms restore the rights of athletes who have suffered harm.

This study contributes significantly to the literature on sports law and the esports industry by demonstrating that legal protection for esports athletes requires a multidimensional approach involving contract law, labor law, and sports governance. These findings are expected to serve as a foundation for the development of more comprehensive national regulations, thereby fostering a more equitable esports ecosystem aligned with the principles of social justice.

4. CONCLUSION

This study aims to (1) identify the types of labor rights violations arising from the implementation of freeze contracts for esports athletes and (2) evaluate the adequacy of the existing regulatory framework—including PBESI Regulation Number 034/PB-ESI/B/VI/2021, the Sports Law, and the Manpower Law—in providing legal protection for athletes. The analysis indicates that freeze contracts have the potential to violate several fundamental labor rights, particularly the right to freedom of work, protection from contractual exploitation, the right to income security, and the right to fair employment relations. Such clauses substantially restrict athletes' career mobility, place them in a structurally weaker bargaining position, and create opportunities for labor practices that conflict with principles of equality and constitutional protection.

The regulatory evaluation further reveals that the current legal framework is not fully adequate to ensure comprehensive protection for esports athletes. The Manpower Law provides a strong normative foundation but does not explicitly regulate employment relations in the esports sector. The Sports Law lacks specific labor standards for professional athlete contracts, while PBESI Regulation 034/PB-ESI/B/VI/2021 remains general in scope and fails to address critical issues such as freeze contract clauses. Accordingly, this study highlights the need for regulatory reforms that are more responsive to the evolving dynamics of the esports industry.

This research offers both empirical and conceptual foundations for strengthening legal protection for esports athletes and encourages policy reform at the level of sports organizations and governmental institutions. Nonetheless, the study is limited by its predominantly normative approach and does not statistically or comparatively analyze esports contract practices in other jurisdictions. Therefore, future studies are recommended to employ empirical methods, include comparative international perspectives, and examine the effectiveness of dispute resolution mechanisms within the esports ecosystem.

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