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Borderless Arenas, Bounded Laws: Navigating Conflict of Laws and Jurisdictional Challenges in Global E-Sports

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ABSTRACT

The meteoric expansion of the global electronic sports (e-sports) ecosystem has fundamentally disrupted the Westphalian paradigm of territorial sovereignty. Governed predominantly by private platform dictates and proprietary intellectual property regimes, this borderless digital arena persistently clashes with rigid, state-bound legal systems, resulting in an unprecedented state of digital legal pluralism. This article investigates the systemic limitations of traditional private international law (PIL) in resolving complex, multi-jurisdictional e-sports disputes involving players, teams, and game publishers, aiming to construct a viable, equitable transnational legal framework. Employing a rigorous doctrinal and comparative legal analysis, the study scrutinizes asymmetric jurisdiction clauses within publisher adhesion contracts, the jurisprudential collapse of traditional choice-of-law connecting factors (the fiction of the situs), and the severe limitations of international enforcement instruments such as the 2019 Hague Judgments Convention. The scope of this analysis explicitly integrates recent legal developments from 2024 and 2025 to meticulously evaluate the validity of its claims and the viability of its proposed transnational arbitration framework. The analysis reveals a profound "enforcement void" exacerbated by the unique extrajudicial threat of platform retaliation. Crucially, it demonstrates that this regulatory vacuum engenders severe power asymmetries, disproportionately disenfranchising e-sports professionals in the Global South (e.g., Pakistan) who face insurmountable financial and geographical barriers to accessing foreign courts. To mitigate these structural inequities, the industry must abandon its reliance on fragmented domestic litigation. The article advocates for the formalization of a Lex E-Sportiva through the establishment of an independent, specialized transnational arbitration tribunal, anchored in the 1958 New York Convention, ensuring globally enforceable and equitable dispute resolution.

Keywords: *Esports Law and Jurisdiction; Transnational Esports Arbitration; Conflict of Laws in Gaming; Lex E-Sportiva; Private International Law Esports; Esports Dispute Resolution*

INTRODUCTION

The laws in place cannot go beyond their borders and are currently governing a borderless industry. The evolution of electronic sports (e-sports) as a meteor has enabled the transition of decentralized and non-formal gaming communities into an immensely professionalized and multi-billion-dollar entertainment ecosystem spanning the globe (Bakar et al., 2025). It is based on the digital manifestation of ludis, a transnational, multi-sided ecosystem that represents the largest amount of data routing across borders and simultaneous international interactions (Owen, Solomon, and Anderson, 2025). E-sports

professionals regularly play in the digital world located on servers abroad, are associated with teams that are registered in different jurisdictions, and are viewed by people all over the world, which makes physical territorial boundaries almost a myth (Keserű, 2024). Since competitive gaming is outpacing the legislative ability of the state, it essentially challenges the Westphalian paradigm of geographically limited sovereignty, which requires a reassessment of the legal systems with regard to how they regulate entities existing chiefly in the cloud (Levine, 2025).

The fundamental issue in this architectural antagonism is extreme anatomical incompatibility between global digital platforms and territorial law. In contrast to traditional physical sports, where global federations are non-profit organizations that sponsor disciplines that serve the public interest, e-sports ecosystems are completely based on proprietary software and intellectual property (IP) (Novák, Hohmann, Sipos, and Szőke, 2025). Game developers and publishers are quasi-sovereigns who apply copyright legislation, end-user license agreements (EULAs), and terms of service (ToS) to exert total downstream control over tournament organizers, teams, and athletes (Holden, Edelman, and Baker, 2020). By integrating unilateral and asymmetric jurisdiction clauses into adhesion contracts, publishers succeed in avoiding the legal system established by the state. For example, Section 27 of Hi-Rez Studios Terms of Service clearly states that any dispute should be resolved by a court of competent jurisdiction in the county of Fulton, Georgia, United States of America, without allowing the use of the United Nations Convention on Contracts for the International Sale of Goods (Hi-Rez Studios, 2018). This results in a state of legal pluralism when informal community rules, strict governance of the proprietary platforms, and custom commercial laws are in constant conflict, and players are at the mercy of the unchecked adjudicative power of corporate organizations (Owen et al., 2025).

The weaknesses of traditional PIL in the regulation of this digital ecosystem of gaming are extensive and systemic. Foundational conflict-of-laws theories are based on connecting factors and geography that are lex loci delicti (the law of the place of tort) or lex loci contractus (the law of the place of contract), which immediately splinter into the topography of cyberspace (Rosati, 2023). In addressing the issue of cross-border violations of intellectual property rights, contract violations, or prize money issues, local courts cannot exercise adjudicatory expertise over corporations located around the globe (Rana and Singh, 2023). Statutory rules and regulations created to address a territorial business (including the Brussels I Recast Regulation (EU No 1215/2012) on jurisdiction and the Rome I Regulation (EC No 593/2008) on the law applicable to contractual obligations) are terribly restricted in their doctrinal application to the fractured reality of inter-party digital gaming contracts (Keserű, 2024).

Moreover, if domestic litigation provides a positive verdict to an offended player, the application of foreign civil judgments through international regimes, including the 2019 Hague Judgments Convention, becomes virtually impossible. Game publishers possess the technological ace-card platform of retaliation, in which the former can merely cancel the tournament license of a team or permanently ban the account of a professional player, making any domestic legal triumph that may be hard-earned completely irrelevant (Daniel, 2024; Wong, 2020).

Consequently, the overarching primary research question guiding this doctrinal inquiry is: How do the borderless operations of global e-sports expose the limitations of traditional, territorially-bound conflict of laws doctrines, and what transnational dispute resolution frameworks can effectively mitigate these jurisdictional challenges? To systematically deconstruct this legal vacuum, the article addresses three structural sub-questions. First, how is jurisdiction currently determined when a complex e-sports contract involves a player residing in one country, an employing team incorporated in a second, and a governing publisher headquartered in a third? Second, what are the specific enforcement challenges and practical hurdles when a domestic court issues a judgment against an international e-sports entity lacking local assets? Third, how do the current systemic legal gaps disproportionately impact professional players in developing jurisdictions, such as Pakistan? This geographic inquiry is critical, as athletes in the Global South routinely face severe power imbalances, localized currency controls, and a complete lack of access to the geographically distant, prohibitively expensive arbitral forums

mandated by publisher ToS agreements (Bhatnagr & Giri, 2024; Shinohara, 2022).

To answer these questions, the following thesis statement will be developed in this paper: E-sports reveals severe systemic deficiencies in territorial conflict of laws theories, which leave an unequal legal vacuum that disfavors professional participants in developing jurisdictions; a specialized legal system of transnational arbitration is legally needed in this case (i.e., formalized Lex E-Sportiva) to provide a just resolution of the conflict and a sustainable industry. This article relies on the jurisprudential experience of the Court of Arbitration for Sport (CAS) and more recent expedited arbitration regulations given by the World Intellectual Property Organization (WIPO) Arbitration and Mediation Center to propose that it is only a decentralized, independent arbitral tribunal and supported by the enforcement provisions of the 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards that can be the proper support to the digital sports arena (Devi et al., 2025; Alessi Longa, 2024).

The outline of the structural roadmap of this article is systematic. Part II discusses the anatomical incomposure of global e-sports and territorial law and critically examines the tri-relationship between players, teams, and publishers and the tension between platform authority and state authority. Part III maneuvers through the theoretical maze of jurisdiction and choice of law, showing how traditional PIL is doomed to fail in multiparty digital contracts. Part IV rips the enforcement gap, illuminating the boundary of domestic litigation and the potential dangers never seen before of platform retaliation. Part V then focuses on the Global South perspective, with an analysis of the socio-legal vulnerability of players in developing countries with asymmetric bargaining power. Finally, Part VI puts forward the design of shaping the Lex E-Sportiva, which puts forward the standardization of contracts in e-sports around the world and a specialized transnational arbitration court, before ending with a reflection on the necessity of developing digital jurisprudence.

The Anatomical Mismatch: Global E-Sports vs. Territorial Law

To understand the deep jurisdictional issues that dog global esports, it is necessary to first deconstruct the industry's architecture. The contemporary esports ecosystem is not simply cross-border but is, in fact, extraterritorial. This structural fact generates an anatomical incompatibility between the dynamic, digitized landscape of competitive gaming and the solid, geographically fixed principles of the Westphalian legal framework (Keserű, 2024). Contrary to traditional sports, where the rules and physical size of the game have established themselves in the general sphere, esports are fully based on proprietary software, the intellectual property (IP) rights of which are strictly observed (World Intellectual Property Organization, 2022a). The foundation of proprietary produces a special zone of privacy to control standard state authority.

Feature	**Traditional Sports (e.g., FIFA, IOC)**	**Esports (e.g., Riot, Valve, Tencent)**
Legal Basis of Field	Public/Geographical Domain	Private Intellectual Property
Rule-Making Authority	Multi-stakeholder Federations	Unilateral Publisher Control
Participant Status	Regulated Professionals/Employees	Independent Contractors/Users
Dispute Resolution	Tiered (Local to CAS)	Ad-hoc/Asymmetric Adhesion
Sovereignty Source	State Recognition/Charter	Proprietary Software/EULA
Table 1: Comparative Analysis of Traditional Sports vs. Esports		

Governance (Levine, 2025)		

The Tripartite Relationship: Players, Teams, and Publishers

The organizational management of e-sports is constitutively marked by a multi-faceted, interdependent tripartite association between the professional gamer, the team (or organization) that hires him, and the game publisher. In conventional athletics, international federations are nonprofit organizations that regulate activities in the public interest through a multi-stakeholder and democratic consensus (Oye, 2023). In contrast, the e-sports ecosystem is already a commercial system arranged by a network of bilateral and multilateral contracts that is dominated by the absolute monopoly of a game publisher (Holden, Edelman, and Baker, 2020).

The professional player is at the bottom of this hierarchy and is the one who supplies the necessary labor and expertise. Players sign very restrictive contracts with e-sports organizations or franchise teams, which are industry-standard contracts. These organizations are corporate employers who offer salaries, training facilities, and sponsorships. However, the legal status of such players is unclear. In multiple jurisdictions, professional gamers are often wrongly regarded as independent contractors instead of statutory workers, and they intentionally avoid the protections of regular labor laws, minimum wage regulations, and collective bargaining rights established by legislation, such as the United States National Labor Relations Act of 1935 (Wong, 2020; Viger, 2021).

The fact that the industry has to use minors adds to the vulnerability of the player. Underage talent are regularly hired by teams across borders, which causes serious problems with contract enforcement. Although local statutory protections, such as Section 6751 of the California Family Code, allow an employer to apply to a court to affirm a minor as having contracted, thus avoiding the issue of the minor disaffirming the agreement of his own accord, such territorial protections have little value when the team is registered in Sweden, the minor is in Canada, and the competition is entirely online (Ahmed, 2021).

The ultimate predator of the ecosystem above the players and teams is the game developer or publisher. Riot Games, Valve Corporation, and Tencent have an exclusive copyright to audiovisual content, source code, and underlying software of their corresponding games that are safeguarded internationally under a set of agreements, including the Berne Convention for the Protection of Literary and Artistic Works, and domestically by legislation such as the U.S. Copyright Act (17 U.S.C. SS 106) (World Intellectual Property Organization, 2022a; Gatto and Patrick, 2017). The reason is that the publisher has the digital stadium, the virtual ball, and the laws of physics that govern the game, none of the teams can register a roster, and no player can broadcast a game without the express, and revocable permission of the publisher (Miroff, 2018). This creates an asymmetrical power structure whereby the publisher exercises the final authority over all subsidiary contractual relations, which determines the reality of operations of teams and players throughout the world.

Platform Governance vs. State Law: The Quasi-Sovereign Publisher

Learning The legal expression of this three-part mismatch is the emergence of so-called platform governance, in which publishers become quasi-sovereigns with the imposition of end-user license agreements (EULAs), terms of service (ToS), and exclusive tournament rulebooks. Publishers establish a closed, exclusive regulatory system to profit by circumventing state courts and democratic legislative processes using their IP monopolies (Owen, Solomon, and Anderson, 2025). A player who enters a game or a team that enters a tournament has no choice but to sign adhesion contracts that are fully written by the publisher. Asymmetric jurisdiction and compulsory arbitration are regularly found in these agreements. They enable the publisher to assume the position of an investigator, prosecutor, judge, and executioner over a controversy.

As legal scholars have noted, the administrator of a virtual world does not have the power of a conventional arbitrator, but instead, the power of a god, which is the unilateral technological power to settle disputes by merely changing codes, freezing bank accounts, or canceling accounts without providing the accused with any procedural due process (Martínez Sánchez, 2021). This ordering is entirely opposed to state law. Clauses in their ToS regularly include language specifying the legal residence or law that applies to a player by reference to arbitrary corporate definitions and not the actual domicile. For example, the official competition rulebook of PUBG Mobile expressly states that a team has its home country defined in a unilateral manner by tournament officials at the moment of registration, which, in effect, makes statutory definitions of residence a matter of corporate administrative choice (PUBG Mobile Official Competition Rulebook, 2021).

If a gamer is involved in alleged offenses, such as suspected match-fixing, the use of third-party software that is currently unauthorized (technological doping) publishers often bypass domestic courts altogether. Instead, they impose lifetime international bans, which immediately kills the career and economic support of the player (Holden et al., 2020). Because access to the publisher's IP is provided through a revocable license, but not as an inherent right, traditional courts usually fail to intervene or simply refuse to intervene, thereby transferring regulatory sovereignty to the corporate entity (Gatto & Patrick, 2017).

Consequently, e-sports platform governance is a vivid expression of the concept of digital legal pluralism. The traditional commercial law (lex mercatoria) may govern the sponsorship and employment agreement, however, the principles of the proprietary dictates of the publisher overrule the domestic legal norms, making the consumer protection and labor laws of states practically unenforceable (Owen et al., 2025; Keserű, 2024).

Critical maturation regarding platform governance has emerged, notably characterized as the "Esports Winter" and market correction (Levine, 2025). The research suggests that the current consolidation phase observed throughout 2024 and 2025 is actually a causal driver for legal reform rather than an existential crisis (Levine, 2025). The lack of a coherent legal framework combined with the bursting of the venture capital bubble has demonstrated that the historical "marketing tool" model of esports must evolve into a professionalized industry anchored in a stable legal infrastructure (Levine, 2025). This regulatory maturation is vividly evidenced by the implementation of the Digital Services Act (DSA) in the European Union in early 2024 (Council of Europe, n.d.; European Union, n.d.-a). The DSA fundamentally requires gaming platforms and digital service providers to remove illegal content while providing unprecedented algorithmic transparency (European Union, n.d.-a; Tech Coalition, n.d.). Under Article 14(1) of the DSA, providers of intermediary services are now strictly mandated to include detailed information within their terms and conditions concerning the tools used for content moderation, particularly algorithmic decision-making (Mayer Brown, 2023). With the launch of the first-of-its-kind DSA Transparency Database, publishers are subject to public access regarding anonymized and aggregated statements of reason for content moderation and removal decisions (European Union, n.d.-b). This external regulatory pressure from state actors, bolstered by antitrust scrutiny surrounding massive industry mergers, is beginning to proactively challenge the unfettered nature of the Lex E-Sportiva and hold quasi-sovereign publishers accountable (Levine, 2025).

The Fiction of the "Situs": Navigating the Jurisdictional Labyrinth

The sinister element of doctrinal failure revealed by the borderless character of esports is the fiction of situs, the geographical location of a legal occurrence. Conventional private international law (PIL) is based on a heavy reliance on territorial connection factors to determine adjudicatory jurisdiction and the applicable substantive law. Nevertheless, the application of doctrines such as lex loci contracting (the law of the place of contracting) or lex loci delicti (the law of the place where the tort occurred) to the decentralized online space will inevitably lead to jurisprudential paradoxes (Rosati, 2023).

Regulation	Traditional Application	Esports Challenge/Paradox
Brussels I Recast (Art. 7(2))	Jurisdiction at place of harmful event	Damage is distributed globally via streaming
Rome I (Art. 8)	Protection of mandatory local labor law	Difficulty defining where work is "regularly performed"
Rome II (Art. 4(1))	Law of the state where damage is caused	Damage to reputation/economy occurs in multiple states
EULA Adhesion	Contractual freedom of choice	Lack of bargaining power for the athlete
Table 2: Conflict of Laws Challenges in Multi-Jurisdictional Esports Scenarios (Levine, 2025)		

Consider the case of eSports: A professional gamer based in Pakistan signs an employment agreement with an eSports franchise in the United Kingdom. The contestant plays an online tournament that is hosted on a server that is physically within Frankfurt, Germany. The player is also alleged to be using an illegal aim-bot during the tournament, which would not only amount to a breach of contract by the player with the team but also a tortious act (e.g., unfair competition or infringement of intellectual property) against the game publisher, who is based in California, the United States. When the publisher prohibits the player and takes away their tournament winnings, and the player then appeals to the courts, the territorial basis of PIL will instantly shatter.

According to the Brussels I Recast Regulation (EU No 1215/2012), the jurisdiction on the issue concerning tort, delict, or quasi-delict is usually the courts of the location where the harmful event or could occur (Article 7(2)). Similarly, the Rome II Regulation (EC No 864/2008) provides that the law applicable to a non-contractual obligation shall be the law of the state in which the damage is caused (Article 4(1)), regardless of the law of the country in which the event leading to the damage occurred. In the above case, however, the localization of the damage or the harmful event is a legal fiction. Was the tort committed in Pakistan, where the player ran the unlicensed code? Was it in Germany where the server did the work? Or was it in California, where the IP rights of the publisher were supposed to have been violated?

The use of the so-called determining criterion, which has become increasingly popular in courts to decide on the jurisdiction of digital content based on the location of the digital content being sent, is also insufficient in e-sports (Rosati, 2023). E-sports tournaments are inherently omnipresent; they are not aimed at a particular market, country, but at a transnational one. The lack of country-specific top-level domains, physical shipping addresses, and localized fiat currencies in the game ecosystem eliminates the classic territorial connection variables demanded by state courts (Rosati, 2023; Daniel, 2024).

Moreover, the contractual analysis under the instruments such as the Rome I Regulation (EC No 593/2008) does not assist the vulnerable party. Although Rome I gives parties the freedom of choice regarding the applicable law (Article 3), it theoretically subjects this freedom to the restriction of consumer and employment contracts to avoid depriving them of mandatory local protection (Articles 6 and 8) (Keserű, 2024). Nevertheless, because e-sports players are often defined as independent contractors rather than employees, and because publishers are often not given the opportunity to negotiate the terms of conditions, players in jurisdictions such as Pakistan have to live under the

jurisdiction of California or New York, where they cannot have any legal standing and cannot afford to hire a defense (Viger, 2021).

Finally, the effort to apply Westphalian jurisdictional doctrines to the everywhere-and-omnipresent realities of esports creates a regulatory gap. The fiction of situs has left state courts helpless, and game publishers have taken advantage of this state of helplessness to impose their proprietary will on the entire world. This anatomical fallacy requires a paradigm shift between territorial litigation and a specialized, transnational framework with the capacity to autonomously administer digital reality.

The Labyrinth of Jurisdiction and Choice of Law

The lack of geographical boundaries in the eSports business worldwide poses a serious jurisprudential question by attempting to assign adjudicatory competence and identify the substantive law to apply when local courts seek to do so. The tenets of the Westphalian paradigm of geographically limited sovereignty were carefully crafted into the foundation of the new law of private international law (PIL), which applies to transboundary case resolution by the physical connecting factor, the situs. However, these traditional dogmas are shattered by the fluid nature of competitive gaming in a digital form, throwing legal practitioners into a maze of overlapping jurisdictions, competing statutory regimes, and a condition of constant legal pluralism (Keserű, 2024). One must first tear apart the dogma of the present system, analyzing both the mechanical implementation of PIL to multi-party electronic contracts and the orbital issue of conflict-of-laws nightmare with a pure, scenario-based analysis of its dogma.

Determining Jurisdiction in Multi-Party Digital Contracts

E-sports governance is essentially based on a network of adhesion contracts, mostly in the form of end-user license agreements (EULAs), terms of service (ToS), and tournament-specific unilateral-written rulebooks (Holden, Edelman, & Baker, 2020). These tools are defined by harsh asymmetric jurisdiction provisions, which are knowingly aimed at concentrating the adjudicatory benefit of the publisher and, at the same time, shattering the legal appeal in favor of players and third-party organizations.

The interpretation of these asymmetric clauses is a problem that is increasingly faced by courts around the world, and it generally imposes a duty on the player to consent to the exclusive jurisdiction of a certain forum, often the state or country where the publisher is based, but which leaves the publisher with the option of injunctive relief or a proceeding in any court of competent jurisdiction anywhere in the world. For example, the official PUBG Mobile competition rulebook released by Tencent and Krafton explicitly stipulates that every conflict should be regulated by Singaporean law, with no principles of conflict of laws being applied whatsoever (PUBG Mobile Official Competition Rulebook, 2021). Similarly, Section 27 of the Terms of Service of Hi-Rez Studios strictly forbids the settlement of unarbitrated disputes in any court other than a court of competent jurisdiction within Fulton County, Georgia, United States, with the express exclusion of the use of the United Nations Convention on Contracts for the International Sale of Goods (CISG) (Hi-Rez Studios, 2018).

How these asymmetric jurisdiction clauses are treated by the courts differs radically between the European civil law system and the common law system of the United States, resulting in extreme uncertainty for international litigants. In the European Union, the Brussels I Recast Regulation (Regulation (EU) No 1215/2012) regulates in great detail the distribution of jurisdiction. Article 25 of the regulation states that the prorogation of jurisdiction (forum selection) clauses is generally affirmed, meaning that the court selected has exclusive competence. Nevertheless, the Brussels regime offers strict exemptions that aim to safeguard weaker parties. In the event that an e-sports professional is deemed a legally a worker under the law of the specific member state, Articles 20–23 strictly restrict the enforceability of the pre-dispute forum selection clauses, allowing the employee to bring a suit against the employer in the member state to which the worker is a domiciled individual, or where the worker routinely performs their work. Similarly, when the player is considered a consumer under

Articles 17–19, they can initiate proceedings against the other party in the court of the member state where the player is domiciled (Rosati, 2023).

However, the most dangerous aspect of the e-sports ecosystem is the purposeful misdesignation of professional players. To avoid these protective jurisdictional provisions, e-sports organizations and game publishers have widely designated players as independent contractors, as opposed to statutory employees and consumers (Wong, 2020; Viger, 2021). By depriving players of their protective status, publishers also ensure that the draconian clauses of Article 25 work free and clear, such that a player based in Europe or the Global South is subjected to fighting commercial claims in California or Singapore.

In addition, the assessment of the substantive law to be applied within the framework of the Rome I Regulation (Regulation (EC) No 593/2008) on the law applicable to the duties of the contractual parties is also an equal challenge. Where Article 3 of Rome I upholds the freedom of choice, and thus permits a publisher to specify the law to be applied by the ToS agreement, Article 8 tries to protect employees by making the choice of law unable to deny the employee the protection to which the law of the country in which they regularly perform their work grants. However, in an online environment where a player plays in his bedroom, speaks with the servers in Germany, and plays to the audience in North America, defining the geographical location where the employee executes his work on a regular basis turns out to be a legal fiction exercise (Keserű, 2024).

In contrast, the common law approach of the United States is largely based on the Restatement (Second) of Conflict of Laws and the discretionary doctrine of forum non conveniens. American jurisprudence presents deep respect for the freedom of contract, in which it has regularly affirmed forum selection clauses in business contracts and EULAs, unless the challenging party can establish that the clause was obtained by fraud, that the clause conflicts with a powerful public policy of the forum, or is so excessively burdensome and inconvenient that the challenging party will, in effect, be denied the benefit of habeas corpus. U.S. courts have endorsed the use of the doctrine in e-sports by repeatedly permitting game publishers to assert the doctrine to dismiss the claims filed by foreign players in forums not designated according to the publisher, effectively using the doctrine as a shield against international litigation (Holden et al., 2020). Additionally, the US courts are strict in applying mandatory arbitration provisions contained in publisher ToS agreements under the Federal Arbitration Act (9 U.S.C. SS 1 et sq.); thus, additional distance is placed between the case and the trial court and the player is not subject to class-action redress (Boonstra, 2018).

The Conflict of Laws Nightmare: A Scenario-Based Doctrinal Analysis

To demonstrate the disastrous inefficacy of traditional PIL doctrines in their application to the eSports business, one must form a highly realistic, multi-jurisdictional hypothetical situation, a conflict-of-laws nightmare, that is an ideal reflection of the real-life operational contexts of the international competitive gaming industry.

Consider the case of an 18-year-old citizen and resident of Pakistan who is a professional Valorant player. The player concludes a three-year independent contractor agreement with a leading e-sports team (the Team), a company incorporated and based in the United Kingdom. The contract under consideration has a choice-of-law clause selecting the laws of the countries and territories of England and Wales and a forum-selection clause, according to which only the courts in London may be used. The player is then invited to a major international Valorant tournament. Riot Games (the Publisher), a corporation based in California, United States, owns, operates, and has complete control of the game. Participation by the player is regulated by a binding EULA and a Tournament Rulebook, both of which stipulate that all disputes are to be regulated by the laws of California and resolved in the state or federal courts of Los Angeles County.

When playing the tournament, the player links into the tournament matches through a dedicated server physically located in Frankfurt, Germany. After the semi-finals, the proprietary publisher-based anti-cheat software identifies a systemic deviation in the player's connection. The publisher alone decides that the player is using unauthorized third-party software (technological doping), without affording the player an evidentiary hearing or other form of procedural due process. By using what researchers call the power of a God over the digital space, the publisher instantly rescinds the software licence of the player, bans them permanently and worldwide, and publicly outrages the player on social networks (Martínez Sánchez, 2021).

The team in the UK then invokes a morality clause to cancel the contract on cause under which the player contracted with them and declines to pay the player $50,000 in accrued salary and does not pay the player his portion of past tournament prize awards. The Pakistani player, who denies any wrongdoing and incorporates the malfunctioning software, wants the court to provide redress for a breach of contract, tortious interference with potential economic gain, and defamation.

Traditional PIL immediately paralyzes a player in a disjointed, maze-like jurisdictional labyrinth. To claim the withheld salary, the player must commence a breach of contract claim against the team. The player is bound by the UK forum-selection clause, whereby he is required to have British legal representation and bring the case to London, an exercise that is prohibitively expensive considering the radical differences in the currency exchange rate and the fact that the player has lost his earned earnings at short notice. In case the player manages to bring the suit in the UK, the court in England will use Rome I to ascertain the law to be used. Since the player is not an employee but an independent contractor, the protective provisions of Article 8 of Rome I will be completely avoided, and the court will apply English contract law chosen freely without regard to any labor protection that would have covered the player in his motherland of Pakistan (Wong, 2020; Keserű, 2024).

At the same time, the player must initiate another parallel legal action against the publisher to reverse the lifetime ban and demand defamation and tortious interference damages. The gamer is confronted with an unbeatable procedural obstacle: the California forum-selection clause. In that case, the player attempts to bring a legal claim in Pakistani domestic courts and claims that the damage to the economy and reputation was caused in where the current proceedings take place; the Pakistani court has to first obtain adjudicatory competence over the Californian corporation. Although the Pakistani court may claim jurisdiction under its domestic civil procedure codes under the effect doctrine or targeting of domestic consumers, a successful default judgment will be practically impossible to achieve. Pakistan and the United States have no bilateral treaty on the mutual enforcement of civil judgments and the enforcement of civil or commercial judgments, and the Hague Convention on the Recognition and Enforcement of Foreign Judgments of 2019 expressly excludes intellectual property and related platform-governance disputes in its scope (Daniel, 2024). The California courts would probably not accept the Pakistani judgment on the basis of the insufficiency of the minimum contacts set forth in the Due Process Clause of the Fourteenth Amendment or on the grounds that the judgment was contrary to the express California forum-selection clause that was entered into by the user.

Instead, suppose that the player seeks to avoid the contractual provisions by describing the actions of the publisher as a non-contractual tort, pursuant to the Rome II Regulation (Regulation (EC) No 864/2008), undertaking a lawsuit in Germany because the server, which was the physical architecture in which the so-called technological tort was committed, is found in Frankfurt. The law that governs a non-contractual obligation in article 4(1) of Rome II provides that the law governing the contractual obligation shall be the law of the country where the damage is caused (lex loci delicti), regardless of the country where the event that caused the damage occurred.

In this case, the fiction of situs completely fails. In which location was the damage caused in a borderless digital arena? The beginning of its origin can be traced to the famous case of the Court of Justice of the European Union (CJEU) and the landmark decision of Handlungsort vs. Erfolgsort (Bier v. Mines de

Potasse d'Alsace), which has attempted to disconnect the locality of the causal event and the locality where the damage accrued (Rosati, 2023). In the e-sports case, the causal event (the decision of the publisher to ban the player, which is an algorithm-based decision) occurred in California. The technical implementation of the ban occurred on a German server. However, the immediate negative economic impact (the loss of the United Kingdom contract) was experienced in the United Kingdom, whereas the final reputational and financial catastrophe was experienced by the player in Pakistan. When the German court attempts to use the so-called targeting criterion to localize the tort, it will discover that the e-sports broadcast of the publisher did not target Germany but, instead, a ubiquitous, global viewer (Rosati, 2023; Daniel, 2024). This leaves the court struggling to peg a digital injury (which is already distributed worldwide) to a single geographical location, an intellectual sham that compels judges to make ad hoc decisions based on unrelated connecting elements that do not capture the economic reality of the sector.

Finally, conventional conflict-of-laws principles operate on the assumption that transboundary conflicts involve parties dealing with physical and discrete territories. However, e-sports are geographically planned to overcome territoriality. The introduction of rules, such as lex loci delicti or strict enforcement of asymmetric forum-selection contract clauses, which are part of adhesion contracts, does not bring about legal certainty; instead, it turns jurisdiction into a sword. It establishes a structural paradigm in which publishers of games use the astronomical prices of multinational litigation to literally hold themselves out of legal review (Miroff, 2018). In our case, the Pakistani player was not only neglected by the law but was actually thrown out of it. This doctrinal abyss confirms that the Westphalian model is simply unable to resolve multipartite digital contradictions and that a centralized, transnationally oriented dispute-resolution apparatus must be conceived and implemented immediately to meet the special needs of the world e-sports system.

The Enforcement Void: Judgments Across Borders

Obtaining a positive verdict in a domestic court of law is traditionally considered the final step towards the adversarial process, but, in the highly digitized and transnational ecosystem of global e-sports, a domestic court verdict is often little more than a jurisprudential chimera. The idea that adjudicatory jurisdiction can be converted into prescriptive enforcement is a misconception of borderless architecture in competitive gaming. As the aforementioned section explained the complexities of ascertaining jurisdiction and other substantive laws that apply, this section addresses the final practical challenge: enforcement void. Traditional legal victories are incredibly Pyrrhic, even when a professional player or third-party tournament organizer manages to negotiate the conflict of laws and obtain a court order that binds a foreign e-sports organization, because of the territorial constraints of domestic adjudication, the blatant lack of any universal convention on the enforcement of civil judgments, and the technological potential of video game publishers to conduct extrajudicial revenge on the platform.

The Limits of Domestic Litigation and the Illusion of Recovery

The basic weakness of domestic litigation in the e-sports situation is the rigidity of enforcement jurisdiction. According to customary international law, the power of the state to enforce a judicial decree, to exercise coercive power over the assets, garnish the wages, or force certain performance, is limited to the sovereign territory of the adjudicating venue (Daniel, 2024). Therefore, it would be of little value to win a court case in a domestic court where the losing party has no physical or monetary assets in that particular jurisdiction.

The geographical scattering of actors in the tripartite web of e-sports is a clear sign that the arena of litigation and seat of assets are not congruent. Consider the example of a professional athlete based in India winning a lawsuit in a court in New Delhi against a tournament organizer based in Malta over unpaid prize money or against a game publisher based in California over breach of contract. An Indian court acting under its domestic civil procedure codes can pass a decree on damages. Nevertheless, the

bailiffs of the court do not have cross-border jurisdiction to travel to North America and Europe to enforce the judgment on the bank accounts of the corporate defendant (Rana and Singh, 2023).

To enforce the judgment, the successful party should file a secondary exequatur in a court that has jurisdiction in the location where the defendant property is situated. This is a process that involves exploring the lex loci executionis (the law of the place of execution) of the state in which the execution will take place. This is inherently prohibitive to a foreign lawyer who is already depleted of his or her resources in a protracted legal battle at home and is considering hiring foreign counsel to pursue independent enforcement actions in California or Malta (Bhatnagr & Giri, 2024). In addition, multinational e-sports organizations often make use of sophisticated corporate organizations, whereby they create shell firms and subsidiaries in desirable tax havens to intentionally hide their core assets from the extraterritorial jurisdiction of foreign courts (Keserű, 2024). Thus, domestic judgment becomes a decorative scrap of paper, free from any coercive economic power. The borderless corporation is virtually sealed by the territorial boundaries of law.

Recognition of Foreign Judgments: The Treaty Deficit

The geographical barrier between decision-making and execution is impossible to overcome, and the absence of a universal multilateral treaty that is to be adopted worldwide to regulate the recognition of foreign civil judgments makes the situation even worse. The New York Convention is an effective, internationally accepted model in international commercial arbitration, requiring its almost 170 signatories to acknowledge and enforce arbitral awards on the basis of virtually no acceptable reasons (Boonstra, 2018). No traditional civil court judgment equivalent to the New York Convention has, however, been widely adopted.

Instrument	**Adoption/Ratification Status (2025)**	**Impact on Esports Disputes**
NY Convention (1958)	~170 States (Global Standard)	Highly effective for arbitral awards
Hague Judgments (2019)	Ratified by EU, UK (July 2025); Signed by US, China	Excludes IP, creating a loop-hole for publishers
Brussels I Recast	EU Member States only	Limited to regional intra-EU enforcement
National Laws	Varies (e.g., US Uniform Foreign-Country Money Judgments)	Subject to "repugnancy" and due process defenses
Table 3: Status and Limitations of International Enforcement Instruments (2025) (Levine, 2025)		

The main effort of the international community to fill this enforcement gap is the Hague Judgments Convention of 2019 (the Hague Convention) on the Recognition and Enforcement of Foreign Judgments in Civil or Commercial Matters. The Convention is a theatrical diplomatic success, but as important to the e-sports industry as it is, there are two very fundamental reasons why this Convention effectively cannot benefit the industry: its excruciatingly slow adoption pace, and its intentional omissions of the subject matter. Although the European Union is a signatory to the Convention, the largest e-sports centers, most importantly the United States, South Korea, and China, have signed the

Convention but never ratified it and, consequently, have no domestic laws regulating it, which creates enormous geographical gaps in the system of its enforcement (Daniel, 2024).

More to the point, even assuming that the Hague Judgments Convention was unanimously ratified, the Convention expressly does not address intellectual property (IP) issues at the core of the convention under Article 2(1)(m) (Levine, 2025). Since game publishers have complete proprietary rights over their video games, practically all e-sports lawsuits are framed by the publisher as an infringement of IP or a license violation, as opposed to a mere breach of contract or tort (World Intellectual Property Organization, 2022a). When a publisher terminates a player's permission to use a game, they are, technically speaking, terminating a revocable end-user license as found in statutory laws, such as the U.S. Copyright Act (17 U.S.C. SS 106). In such a case, when a foreign court seeks to find out the reasonableness of such a revocation, the publisher can simply claim that the resultant judgment falls into the validity and infringement of copyright, which bar it against obligatory enforcement under the Hague Convention (Daniel, 2024; Rosati, 2023).

The recent UK ratification of the Hague Judgments Convention which officially entered into force on July 1, 2025, following the deposit of its instrument of ratification on June 27, 2024 initially appeared as a critical step forward for cross-border commercial litigation (HCCH, 2025; UK Parliament, 2025). As noted by the Parliamentary Under-Secretary of State for Justice during the announcement, the ratification aims to provide greater certainty and predictability for citizens dealing in cross-border disputes, theoretically reducing the costs for litigants determining whether an English judgment is enforceable across the EU and vice versa (Kirkland & Ellis LLP, 2025; UK Parliament, 2025). Yet, this promising development remains functionally inert for digital athletics (Stephenson Harwood, n.d.). The continued explicit exclusion of IP matters means that any judgment relating to proprietary platform governance remains firmly outside the scope of mandatory recognition (Levine, 2025). Publishers invariably frame account bans or server access revocations as an exercise of their copyright licenses; thus, game publishers can continuously capitalize on this specific loophole with the absolute confidence that domestic injunctions issued in New Delhi or London will never touch their distant corporate treasuries (Levine, 2025).

Without a binding treaty, the situation of foreign judgments reverts to a haphazard, partial world of international goodwill and mutuality. In the United States and elsewhere, foreign judgments are considered in state-specific variations of the Uniform Foreign-Country Money Judgments Recognition Act. American courts commonly decline to enforce foreign judgments under these statutes when they find that the foreign court of law lacked personal jurisdiction over the publisher by U.S. constitutional due process standards, or when they find that the judgment is repugnant to the state policy (Holden, Edelman, and Baker, 2020). Game publishers are capitalizing on this weakness in the treaty, with the confidence that an injunction granted by a court in the Global South will never be reflected in their corporate accounts.

Platform Retaliation: The Ultimate Extrajudicial Trump Card

Even in the case in which one would create a hypothetical situation in which an e-sports star manages to have a domestic judgment, transports it to the country residence of the publisher, and effectively enforces it against corporate property, the player is still exposed to existential, extrajudicial risk, which renders the entire litigation procedure meaningless: platform retaliation. This is the most vivid departure from conventional sports law and e-sports governance and illustrates the total helplessness of athletes working in a proprietary digital ecosystem.

In conventional sports, a player who manages to sue his or her governing association (as in the Bosman case against UEFA) is cushioned by the fact that sports are public events. UEFA has no authority to stop Jean-Marc Bosman from kicking a soccer ball on a field with his legs. In e-sports, the game publisher, however, owns the field, the ball, and the basic laws of physics governing the field (Miroff,

2018). The administrator of a video game, as legal critics have wisely noted, is not just given the powers of a traditional judge or arbitrator, but that of a god (Martínez Sánchez, 2021). Since the publishers still have a monopoly over the software, the servers, and the code underneath, they have the unilateral, technological power to destroy the career of a player with one keystroke.

In case an e-sports organization, third-party tournament broadcaster, or a professional player attempts to enforce a domestic court decision on a megabarrel game publisher, the publisher can simply cancel their end-user license agreement (EULA) or terms of service (ToS). In the industry, standard adhesion contracts, such as the Riot Games Terms of Use or the Hi-Rez Studios Terms of Service Online Terms of Use, expressly reserve the right of the publisher to suspend, change, or end the user's access to the game, on any basis or no basis, with or without prior notice (Hi-Rez Studios, 2018). By withdrawing the license, the publisher imposes an immediate global ban that is permanent. This vengeance power renders conventional legislative justice completely redundant. Granting an injunction that a publisher should pay successfully to a competitor a hundred thousand dollars of prize money withheld is an empty victory when, on the next day, the publisher effectively suspends the competitor, taking away his livelihood, access to the audience on streaming services such as Twitch, and utility to any other future e-sports team (Wong, 2020).

In addition, this power, akin to that of God, is spread to entire e-sports organizations. In case a group of players decides to sue a publisher regarding revenue sharing or a franchise, the latter can simply cancel the team's license in the tournament, and the multi-million-dollar franchise will be wiped out overnight (Holden et al., 2020; Miroff, 2018). The internal justice system is essentially incapacitated by retaliation via platforms. Although a court may have an injunction to direct a publisher to restore an account of a player, an injunction of specific performance across international borders is impractical. The code is stored in the publisher's proprietary servers, which are strongly protected by trade secrets and international copyright laws (World Intellectual Property Organization, 2022a). No local judge has the technological expertise and transnational jurisdiction authority to direct a California-based company to reform its server code to allow a prohibited athlete in Pakistan to rejoin.

Finally, the enforcement gap proves that the old system of territorial litigation is not only ineffective when it comes to solving international e-sports cases; it is inherently faulty. This dependence on domestic courts entraps professional players in a systematic paradox: they are caught under the strict, territorially-constrained lineaments of civil procedure in pursuit of justice, and their corporate opponents are granted an unlimited, extra-territorial immunity under the governance of the digital platforms. As long as game publishers have the unrestricted capacity to exercise their intellectual property by punishing their platforms with civil judgments, and as long as the international community has no mechanism that effectively enforces the cross-border application of civil judgments to the use of digital assets, the e-sports industry will be a frontier in which corporate fiat, rather than the rule of law, is the order of the day. This is a stark reality that highlights the urgent and inescapable need to ensure an industry shift from fractured domestic litigation to a transnational dispute resolution system that could bind publishers to fair and internationally enforceable arbitral awards.

Asymmetry and Vulnerability: The Global South Perspective

The general discourse about the international electronic sports (e-sports) ecosystem often boasts of the idealism of a borderless, democratized digital field, a meritocratic utopia in which the origin of the world makes no difference in the leveling power of raw digital competencies. Nevertheless, a strictly jurisprudential examination of this so-called democratized field of action discloses an underlying structural hegemony. As the digital representations of game participants cross the boundaries of virtual worlds, the physical, economic, and legal spaces of human operators are rigidly limited to the Westphalian paradigm. The result of this structural dichotomy is extreme legal asymmetries, the impacts of which are unevenly distributed, with professional e-sports athletes residing in developing jurisdictions bearing the greatest burden. This section directly answers the third sub-question of this

study because it shows how structural legal holes, asymmetric bargaining power, and harsh financial blockades effectively expel these actors from the safety of the law by exploring the industry through the prism of the Global South and, in particular, Pakistan.

The Pakistan Context: A Collision of Talent and Territorial Limitations

The systematic legal gaps inherent to the international e-sports industry are not equally relevant to all players; they work on the scale of vulnerability, which cannot be fully discussed outside of the geopolitical domicile of the player. The case of Pakistan is a good model of this phenomenon. In the last ten years, Pakistan has spawned a disproportionate number of international-caliber e-sports stars, mostly in the fighting game community (e.g., Tekken) and multiplayer online battle arenas (MOBA), including Dota 2, as highlighted by the acquisition of child prodigies like Sumail Hassan Syed, who traded in the threshold of one million dollars in income at the tender age of sixteen (Ahmed, 2021). Nevertheless, the national law system in Pakistan is still unable to regulate, control, or even police this high-digitized, transnational workforce.

Under the local system, Pakistani e-sports players live in a highly ambiguous legal situation. Older forms of labor protection enshrined in law, such as the Factories Act of 1934 and the assorted Provincial Shops and Establishments Ordinances, are based on physical workspaces and standard employer–employee relationships. They do not legally acknowledge the existence of so-called digital athletes or content creators; this means that e-sports professionals are outside the reach of labor tribunals, minimum wage guarantees, and occupational health in general (Shinohara, 2022). Moreover, in comparison with traditional sporting activities, which are controlled by the Pakistan Sports Board, the absence of central state approval of e-sports robs such players of a central body that would help them overcome international legal obstacles.

Significant regulatory strides taken in late 2025, however, indicate a profound domestic shift toward formalization (Levine, 2025). On October 21, 2025, the Pakistani government officially announced its first-ever national e-sports policy alongside the establishment of a dedicated national e-sports federation (Radio Pakistan, 2025; The Express Tribune, 2025). During a formal ceremony in Islamabad, Rana Mashhood Ahmad Khan, Chairman of the Prime Minister's Youth Programme (PMYP), articulated that this framework aims to structurally integrate an estimated 60 million Pakistanis directly or indirectly involved in the competitive gaming and digital innovation sector (PID, 2025). Guided by Prime Minister Shehbaz Sharif, this initiative is supported by a robust technical assistance program involving the Commonwealth Secretariat and the British Esports Federation (The Commonwealth, n.d.; PID, 2025). The Ministry of Information Technology and Telecommunication (MoITT) outlined a three-pronged strategy prioritizing specialized training, funding, and solving existing commercialization bottlenecks to elevate local talent into international markets (The Commonwealth, n.d.; PID, 2025). With the local app development ecosystem recording a 32% compound annual growth rate and a youth demographic exceeding 170 million, the formulation of this policy aims to formalize esports as an officially recognized economic sector rather than a marginalized digital hobby (The Commonwealth, n.d.; PID, 2025).

Metric	Data/Statistic	Source/Context
Esports Demographic	~60 Million people directly/indirectly involved	PM Youth Programme (Oct 2025)
Market Growth / Legal Status	Estimated 50.9M gamers by 2026 / National E-sports Policy announced Oct 2025	Tech Destination Report / Government Initiative

Financial Barrier	Capital controls (FERA 1947) and payment blockades	State Bank of Pakistan
International Mobility	Systemic visa prejudice and delays	B1/B2 and Schengen barriers
Table 4: Pakistan's Digital Gaming Landscape (2025 Context) (Levine, 2025)		

Such invisibility within the nation is converted into extreme transnational immobility. Holden, Edelman, and Baker (2020) mention that the physical movement of esports professionals is severely limited by strict immigration and visa measures. The Global South players are systematically subjected to excessive amounts of prejudice regarding their submissions of applications to United States B1/B2 visitor visas or even Schengen visas to visit international tournaments of the most important scale (LAN events). In a case where a Pakistani player has a visa delayed or denied by the discretionary power of a foreign embassy, the player is not only prevented from traveling to the foreign team but is also barred from performing their contractual duties to their international teams and is, in turn, deprived of their livelihood without the right to appeal to any administrative body.

Unequal Bargaining Power and Jurisdictional Exile

The exposure of Global South e-sports professionals is most violinently used by the signing of adhesion contracts, focusing on the universal inequality of bargaining power. Once hired by a high-level international e-sports team, the rules of which are often established in North America, Europe, or East Asia, a talented player is offered a standardized and non-negotiable employment or independent contractor agreement (Wong, 2020; Viger, 2021). These agreements effectively use asymmetric forum-selection and choice-of-law provisions, which are particularly structured to cut the player off from their home-law regime.

Franchises willingly categorize Pakistani participants as independent contractors, requiring cross-border digital services to avoid the safeguarding of employees by protective international frameworks, including Article 8 of the European Union Rome I Regulation (Regulation (EC) No 593/2008), which prohibits the deprivation of an employee of their mandatory local labor rights (Keserű, 2024). Consequently, a player based in Lahore can enter into a contract that will be subjected to the laws of the State of Delaware only, with an obligation to go before the federal courts of the United States in the event of a dispute.

Equally, the general End User License Agreements (EULAs) determined by the publishers of the games place just as draconian jurisdictional limitations. For example, the PUBG Mobile Official Competition Rulebook, which regulates millions of players worldwide, states that all conflicts should be directed solely at arbitration conducted by the Singapore International Arbitration Centre (SIAC) in accordance with Singaporean laws (PUBG Mobile Official Competition Rulebook, 2021). To a player from the Global South, these provisions are not a simple inconvenience; they amount to an act of de facto rejection of justice.

Despite the positive momentum of the 2025 national e-sports policy, the fundamental reality of "jurisdictional exile" remains completely unmitigated (Levine, 2025). A Pakistani citizen earning and spending in a grossly depreciated currency of his home country cannot afford the financial reality of suing over a breach of contract or an arbitrary tournament ban in California, Switzerland, or Singapore. The amounts of money paid to foreign law firms, exorbitant filing fees, and the cost of international travel outweigh the median prize money in the majority of cases. Game publishers and giant franchise organizations are uniquely able to take advantage of such geographic and economic asymmetry, fueling

the prohibitive prices of cross-border litigation to protect themselves against any form of serious legal responsibility (Miroff, 2018; Cole, 2026). The player is practically sent to the jurisdictional wilderness– they have a hypothetical right of action that they cannot practically exercise. Without an established transnational enforcement mechanism, domestic policy cannot independently resolve the core issue of asymmetric bargaining power woven into global contracts (Levine, 2025).

Currency Controls, Payment Blockades, and the Illusion of Recourse

The last and, possibly, the most disastrous aspect of this asymmetry is the overlap of cross-border financial rules and the long-term problem of organizational default. The e-sports sector is a notoriously unstable industry, as organizations are of a transient nature and often fail or default on their deals (Boonstra, 2018). This situation arises when an international team fails to pay salaries or when an international tournament organizer refuses to pay out a prize, and international players in areas such as Pakistan have to face a complete enforcement vacuum.

Third-world countries are often subjected to stringent capital controls that usually prevent the outflow of capital and control national debts. In Pakistan, inbound and outbound foreign remittances are highly regulated and controlled by the Foreign Exchange Regulation Act of 1947 and the stringent regulatory guidelines of the State Bank of Pakistan (SBP). When a Pakistani player attempts to spend international prize money, which is usually sent through third-party payment processors or intricate digital systems, the money is regularly flagged, held, or frozen by local financial institutions that require significant documentation of commercial exports, which does not fit well with e-sports winnings.

By contrast, in a case where an international body merely declines to compensate a player in the Global South, the player is completely out of the court. When a Pakistani can claim their money from an organization that is located in Malta and owes them 20000 dollars, the player cannot enforce the organization to pay the money. The domestic Pakistani courts cannot be used by the player, and they do not have personal jurisdiction over the entity located in Malta and do not have any transboundary enforcement tools (Rana and Singh, 2023). The player has no expectation of the game publisher to step in, because the publisher is protected under the doctrine of privity of contract and regularly expressly denies possession of any fiduciary obligation to the players in terms of team-player finance issues in their Terms of Service (Holden et al., 2020). The complete lack of "privity of contract" functionally means that when a third-party team fails to dispense salaries, the publisher categorically denies any fiduciary or oversight obligation, leaving the marginalized player with absolutely no legal recourse but to publicize their grievances via social media as a desperate "case of last resort" (Levine, 2025).

Moreover, any player in highly sanctioned or economically isolated countries is completely locked out of the international financial system. Inspired by the Iranian example of e-sports, where the global banking network has not been allowed to operate in Iran or the international ecosystem supported by publishers, Pakistani sportspeople cannot access mainstream payment gateways such as PayPal (Bagheri, 2022). To bypass these blockades, organizations are sometimes willing to pay players through cryptocurrencies or virtual assets. Nevertheless, the legality of cryptocurrencies in Pakistan is in a delicate situation and is not yet fully accepted as legal tender, which would additionally deprive the player of any legal financial support and expose them to severe market fluctuations and Internet fraud (Keserű, 2024).

Such a shaky financial situation is further fuelled by the risk of extrajudicial retaliation by the platforms. Should an aggrieved player of the Global South publicly condemn a defaulting organization or seek to gain a grass-roots lawsuit against a publisher over the refusal to release funds, one risks being struck off without a second chance. As explained by Martínez Sánchez (2021), the publisher has the authority of God on the Internet. The immediate consequence of the publisher simply eliminating the player's ability to use the software, a right granted by the usual EULA terms that allow termination without any obligation to identify a reason, is that the player has just been eliminated, leaving him or her penniless

and unable to earn any future revenue.

From the perspective of the Global South, the idea of e-sports as a democratized, post-national ecosystem is a violent demolition. Players in jurisdictions that are developing find themselves caught up in the borderless aspect of the game, shadowed by the territoriality of the law. The fact that many game publishers and international franchises are unregulated and their power is asymmetrical produces a structural paradigm of exploitation because of the systemic dependency on traditional doctrines of private international law. These players are trapped because they are unregulated by their local labor laws, sent to exile by the foreign forum-selection provision, blocked by world financial regulations, and in constant fear that their online existence will be wiped out overnight. This incredible weakness requires urgent institutional action. It requires the renunciation of discontinuous territorial litigation in favor of an open, highly specialized system of transnational arbitration that can enforce a standardized code of fair play, a requirement that is the nationality of the Lex E-Sportiva proposed in the next section of this paper.

Forging the Lex E-Sportiva : Proposed Transnational Frameworks

The above doctrinal reflection clearly indicates that the Westphalian system of territoriality-oriented personal international law (PIL) is deeply inappropriate in a borderless and digitalized world e-sports industry. The structural incompatibility between proprietary platform regulation and state power, coupled with the unbreakable jurisdictional maze and a deep enforcement vacuum, has practically relegated e-sports professionals, especially those located in the Global South, to the conceptually protective shadow of the law. To address this structural imbalance and reduce the jurisdictional issues inherent in multi-party digital contracts, the industry should do away with its dependence on atomistic domestic litigation. This jurisprudential evolution requires the formalization of a lex e-sportiva, a specialized self-governing transnational juridical order promoted by an autonomous and specialized arbitration system. Here, the core of the proposal is that the Court of Arbitration for Sport (CAS) model is transplantable and should be proposed as a structure for such a mechanism, and the second part is that arbitral awards are supremely enforceable under the 1958 New York Convention, and that there is a structural imperative to create a unique e-sports tribunal and advocate that e-sports contracts should be standardized in a universal manner.

The Court of Arbitration for Sport (CAS) Model: A Jurisprudential Blueprint

Legal scholars often turn to the historical course of traditional international sports when attempting to address the jurisdictional issues of a borderless industry. Within the last forty years, the age-old sporting world has been able to distance itself from the inflexibility of state-based litigation by institutionalizing the Court of Arbitration of Sport (CAS), which has its seat in Lausanne, Switzerland (Alessi Longa, 2024). The CAS was founded in 1984 and is the highest judicial body in world sports, with the authority to adjudicate commercial, disciplinary, and regulatory disputes finally and conclusively. The success of CAS in jurisprudence is rooted in synthesizing the general principles of the law, international business practice (lex mercatoria), and the specific international sports federation regulations into a single, transnational legal framework of sports laws called lex sportiva (Alessi Longa, 2024). Article R58 of the CAS Code of Sports-related Arbitration expressly permits panels to resolve disputes by reference to the relevant sports rules and, secondarily, the rules of law selected by the parties, providing a flexible and context-specific adjudication procedure. This has seen the CAS make awards which have had the effect of harmonising the sporting standards practiced in the world and therefore an athlete in Pakistan and an athlete in Germany receive the same disciplinary burdens and procedural protection.

Nevertheless, the direct application of the CAS model to the e-sports system faces major structural challenges. The basis of legitimacy and jurisdiction of the CAS lies in the Olympic Charter and the pyramidal character of the international sports federations (IFs), such as FIFA and the IAAF, which have a public-interest mandate (Oye, 2023). In contrast, the hyper-commercialized, unilaterally

controlled environment of e-sports, where private publishers of games retain total intellectual property (IP) monopolies on their corresponding digital fields (Holden, Edelman, and Baker, 2020). Since publishers in control of IP convene an inherent conflict with the principles of universality, independence and athlete representation by the CAS as Oye (2023) keenly notes. Owing to the aspect of mutual consent involved in arbitral jurisdiction, a publisher cannot be forced to accept CAS jurisdiction unless it voluntarily incorporates a CAS arbitration agreement into its end-user license agreements (EULAs) or terms of service (ToS). To date, publishers have shown intense resistance to surrendering their god-like functions of regulation to an external, conventional sports authority that lacks particular technological skills in video game mechanics and digital IP (Martínez Sánchez, 2021; Boonstra, 2018).

A Dedicated E-Sports Arbitration Tribunal: Architecting the New Order

Because CAS is structurally scaled to conventional sports activities and is deeply intertwined with the Olympic movement, the special demands of competitive video games require the design of a special-purpose transnational dispute resolution system, a custom-built e-sports tribunal. Any previous attempts to create such a forum, most notably the Arbitration Court for eSports (ACES) suggested by the World Esports Association (WESA) in 2016, attempted to create an institutionally neutral and unbiased forum with universal publisher buy-in, but failed because of a lack of consensus among publishers on the issue (Boonstra, 2018).

A contemporary e-sports tribunal must be viable, which means that it has to be completely independent of team franchise coalitions as well as individual game publishers, making it completely procedurally neutral. The establishment of Lex E-Sportiva through a specialized transnational arbitration tribunal has recently evolved from academic theory to tangible reality with the January 2025 launch of the International Games and Esports Tribunal (IGET) (IGET, n.d.-a; WIPO, n.d.). Conceived as a pioneering not-for-profit joint initiative, IGET bridges the exact gaps highlighted in previous legal frameworks by uniting the structural prowess of the Esports Integrity Commission (ESIC) and the World Intellectual Property Organization Arbitration and Mediation Center (WIPO AMC) (IGET, n.d.-a; WIPO, n.d.). This tribunal addresses the unique intricacies of the sector, providing global accessibility regardless of jurisdiction, combining ESIC's entrenched expertise in maintaining competitive integrity (e.g., handling match-fixing and technological doping) with WIPO's unparalleled authority in complex intellectual property dispute resolution (Esports Legal News, 2025; IGET, n.d.-a; WIPO, n.d.). Demonstrating immediate institutional confidence, ESIC formally transitioned the entire functions of its Independent Appeals Panel directly to IGET, rendering it the exclusive appellate jurisdiction for global integrity matters (Esports Legal News, 2025).

Mechanism	Governing Body	Primary Jurisdiction	Unique Features
IGET	ESIC & WIPO AMC	Global (Jan 2025)	Appellate body for integrity; IP focus
Riot Games DRM	Riot (Independent Panel)	EMEA (Late 2024)	Legal Aid Fund; 1 round submissions
CAS	ICAS (Lausanne)	Global Sports	Based on Lex Sportiva; Swiss seat
SIAC	Singapore Arbitration	Commercial (PUBG)	Standard commercial arbitration

Table 5: Emerging Dispute Resolution Mechanisms in Esports (2024-2025) (Levine, 2025)			

The design of IGET, or any other similarly modeled transnational tribunal, should be based on three primary pillars: specialized expertise, expediency in the process, and accessibility online. First, the adjudicatory panel must consist of vetted arbitrators with dual expertise in both private international law and the highly technical aspects of the digital gaming industry, such as algorithmic anti-cheat technology, the value of digital assets, and streaming copyright principles (Levine, 2025). Second, the tribunal should adopt expedited arbitration regulations to respond to the unstable, time-sensitive nature of e-sports, in which the career-defining tournament of a suspended athlete can be a matter of days following a disciplinary penalty. Closely based on the WIPO Expedited Arbitration Rules, a single arbitrator would be able to issue a binding award in a few weeks, instead of years, using similar mechanisms, documentary evidence, and remote proceedings to dramatically cut the prohibitive financial costs of litigation. Third, the tribunal must clearly recognize the unequal bargaining power that is inherent in the industry. The tribunal can protect players in the Global South against the draconian impact of adhesion contracts drafted by publishers by permitting mutually agreed dispute resolution ex aequo et bono (according to the right and good) or by strictly enforcing the protective employment provisions of the domicile of the player under doctrines that reflect Article 8 of the Rome I Regulation (Keserű, 2024).

Recent developments in 2025 robustly demonstrate the industry's rapid transition toward this exact form of legal maturation, pivoting away from opaque, ad-hoc processes (IGET, n.d.-b; WIPO, n.d.). At the New Global Sports Conference held in Riyadh, major game publishers such as MOONTON Games (developer of Mobile Legends: Bang Bang) formally announced the adoption of IGET as their dispute resolution framework of choice across their global ecosystem (Frascarelli, 2025; IGET, n.d.-b; MOONTON Games, 2025). Concurrently, massive tournament organizers like the ESL FACEIT Group and NODWIN Gaming signed Memorandums of Understanding to progressively integrate IGET Model Clauses into their owned and operated competitions (Frascarelli, 2025; IGET, n.d.-b, n.d.-c). These strategic adoptions signal an unprecedented willingness by industry stakeholders to submit to an independent, specialized forum, fundamentally validating the structural necessity of the IGET framework (Frascarelli, 2025).

The New York Convention: The Legal Superiority of Arbitration

The ultimate reason that makes it possible to transfer e-sports governance to transnational arbitral tribunals is the unmatched superiority of international enforcement systems. The practical impossibility of obtaining a domestic civil judgment against a foreign e-sports organization due to the strict territoriality of the enforcement jurisdiction and the purposeful exclusion of IP issues by the 2019 Hague Judgments Convention renders the prosecution of such cases practically defenseless (as discussed in detail in Part IV of this paper) (Daniel, 2024). This enforcement vacuum is completely avoided with the use of arbitration through the New York Convention of 1958 (Recognition and enforcement of foreign arbitral awards) (the New York Convention).

The New York Convention is the most successful tool of international commercial law of modern times, with almost 170 contracting states. Article III of the Convention obligates all contracting states to acknowledge arbitral awards as binding, and also enforce them under their domestic rules of procedure, without subjecting them to substantively more onerous conditions than the ones they impose on their own domestic awards. When an e-sports professional winner in Pakistan receives a favorable award of a specialized tribunal against a publisher based in California or a team based in the United Kingdom, the player can directly enforce such an award on the localized assets of the defendant in the United

States of America or in the United Kingdom.

In addition, the New York Convention imposes serious constraints on the review of the substantive merits of an arbitral award by a national court. Article V of the Convention includes a comprehensive, strictly limited list of reasons, resulting in recognition and enforcement being denied and comprising mostly egregious procedural flaws (e.g., failure to provide proper notice, invalidity of the arbitration agreement) or infringement of the fundamental public policy of the enforcing state (Mehboob, Zakir, Usman, & Rehman, 2025). Equally, the Article 190(2) of the Swiss Private International Law Act (PILA) or Article 10 of the United States Federal Arbitration Act (FAA) (9 U.S.C. SS 10) is an exceptionally high threshold used in vacating an award as per the lex arbitri of leading arbitral seats (Boonstra, 2018). This strong case law deprives the game publishers of their capability to perpetually delay the case by submitting a baseless jurisdictional appeal, and to turn a logical legal triumph into real, forceful financial restoration to the harmed party.

Standardizing E-Sports Contracts: A Universal Baseline

The jurisdiction of an arbitral tribunal is not self-renewed in any way; it is fully based on the agreement between the parties. Article II (1) of the New York Convention provides that states that are contracting shall treat as an agreement in writing a case where the involved parties commit themselves to agreeing to arbitration all or part of the difference that has occurred between them. Thus, the universal standardization of e-sports contracts has become a crucial factor in the implementation of the transnational arbitration framework (Vural & Karadağ, 2025). Asymmetric jurisdiction provisions hidden in EULAs and player contracts are being used to arbitrarily compel vulnerable players to pursue legal action in extremely restrictive and publisher-friendly venues in the industry today (Holden et al., 2020).

To make lex e-sportiva practical, world e-sports federations, player unions, and governments should work together to create a model contract and make its use mandatory. Such generic instruments should include obligatory uniformity dispute resolution terms that deprive asymmetric selection of forums and explicitly direct all commercial, disciplinary, and IP-related claims to an acknowledged, autonomous court, such as the WIPO AMC or IGET (World Intellectual Property Organization, 2022b). The industry may completely avoid the nightmare of conflict of laws by institutionalizing a universal contracting hinge point. No longer shall the relevant substantive law or the procedural lex arbitri be subject to the arbitrary will of foreign domestic judges applying piecemeal PIL dogmas, but will be comprehensively established and universally understood before the opening of any competition. However, in the end, the most lawful way of balancing out the digital playing field, counterbalancing the monopolistic control of publishers, and securing that the borderless arenas of global e-sports are finally regulated by a boundaryless and fair rule of law is by standardizing these agreements and embedding them into a transnational arbitral system.

CONCLUSION

The growth of the global electronic sports business has literally sped up exponentially and has permanently revealed the structural obsolescence of the time-honored, territorially tied, conflict-of-laws dogmas. As this investigation has fastidiously shown, the naturally non-sovereign institutional basis of competitive gaming is an essential failure of the Westphalian model of private international law (Keserű, 2024). Domestic courts are constantly paralyzed when using archaic geographic connecting factors, lex loci delicti or lex loci contractus, when handling multi-party digital disputes of the multi-domestic server, the multi-national franchise organization, and the athlete worldwide (Rosati, 2023). Game developers and publishers capitalize on this deep jurisprudential vacuum. These corporate actors, by exploiting absolute intellectual property monopolies and via brutal, asymmetric adhesion agreements, become virtual sovereigns, and in this instance, which legal thinkers refer to as the power of a God, over the digital space (Martínez Sánchez, 2021; Holden, Edelman, and Baker, 2020).

The resulting enforcement gap forms a topography of profound structural inequality. This structural imbalance theatrically favors vulnerable professional players at home in developing jurisdictions, for example, in Pakistan. Restricted by capital control policies and unable to afford the prohibitively expensive services of litigation in the geographically distant, distressed by the terms of service of publishers that mean they cannot bring suit, these athletes are in effect legally in exile, with no access to meaningful legal remedy (Wong, 2020; Shinohara, 2022).

To correct this unsustainable imbalance and maintain healthy competition within the industry, a clear break from fragmented domestic litigation is mandatory. An international legal fraternity, together with international sports federations, must actively establish Lex E-Sportiva, a self-enclosed, transnational legal regime that is feasible through a specialized and independent arbitration system (Alessi Longa, 2024). Based on the institutional template of the Court of Arbitration of Sport (CAS) and the new expedited models recently led by the World Intellectual Property Organization (WIPO), a special e-sports tribunal is the single feasible adjudicative model that can balance the hegemony of publishers (Boonstra, 2018). Moreover, the fact that this suggested dispute resolution mechanism is firmly rooted in the globally established system of enforcement of the 1958 New York Convention will ensure that arbitral awards effectively avoid the territorial constraints and treaty gaps that prove to be lethal when it comes to the enforcement of foreign civil judgments (Daniel, 2024).

Nevertheless, the development of this framework will entirely depend on the universalization of e-sports contracts. E-sports will continue to be a legally precarious and unpredictable business, where, unless such transnational arbitration structure is required and internationalized throughout the global ecosystem, the power of might has its way with legal matters and corporate game publishers (Miroff, 2018; Vural & Karadağ, 2025).

The doctrinal inquiry performed demonstrates unequivocally that the "anatomical fallacy" of territorial law in a digital reality remains the primary barrier to justice for esports professionals (Levine, 2025). The core research question regarding the structural limitations of traditional PIL has been answered comprehensively by identifying the pervasive "enforcement void" and the systemic failure of international frameworks, such as the 2019 Hague Convention (Levine, 2025). Correspondingly, the impact on the Global South is uniquely contextualized by showing how Pakistani athletes remain trapped in an unyielding cycle of "jurisdictional exile" and financial invisibility despite recent governmental policy shifts (Levine, 2025). The proposed resolution a highly formalized Lex E-Sportiva strictly anchored in transnational arbitration stands as the only viable pathway to sustainability (Levine, 2025). The robust 2025 adoption of the IGET framework by major industry publishers directly validates the thesis that the industry is actively outgrowing its informal, patchwork approach to conflict management (IGET, n.d.-b).

For the industry to sustainably progress beyond its current state of legal pluralism and systemic power asymmetry, a sequence of strategic structural shifts must be operationalized (Levine, 2025).[1] The abandonment of fragmented domestic litigation in favor of specialized arbitration forums like IGET which inherently command the technological fluency required for digital reality and IP governance is an imperative first step (Levine, 2025). This transition must be followed by the universal adoption of standardized model contracts that surgically eliminate asymmetric forum-selection clauses, instead enforcing mandatory, neutral dispute resolution (Levine, 2025). A critical reassessment of the "independent contractor" status is equally vital to ensuring that professional players are granted fundamental labor protections even while navigating a transnational digital environment (Levine, 2025). Concurrently, the active legislative participation of governments in the Global South, akin to the progressive 2025 policy instituted by Pakistan, remains indispensable for providing the domestic support frameworks necessary for digital athletes to survive global competition (The Commonwealth, n.d.; PID, 2025).

Ultimately, the tension between unlimited online spaces and limited geographical legal jurisdictions has

much more to do with competitive gaming than with the digital economy, but it is a red flag of jurisprudence for the wider general digital economy. The hard, physical lines belonging to physical borders can no longer be allowed to determine the limits of fair justice as society, business, and entertainment continue to be virtualized and move into the metaverse. Certainly, the law must be flexible enough to regulate the domains in which humans engage, regardless of whether they are in the cloud.

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