



OVEREENKOMSTEN IN ESPORTS

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Lid van de Esports Bar Association (EBA)

Vereniging Sport en Recht



INLEIDING

Sport of geen sport?

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(English Bridge Union)

Governance: een gefragmenteerd
systeem

Vertrouwen...

Player's agreement

- Overeenkomst van opdracht? Of arbeidsovereenkomst? *Groen/Schoevers*
- Ongebalanceerde overeenkomsten



How not to do it DOTA

- **The good:**
Duidelijke termijn
- **The bad:**
wat is een “esports toernooi”?
- **The ugly:**
Hoe hoog is de “buy out”?

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This is a contract of agreement entered into between the following parties:

Admiral-Dota
(NAME OF EMPLOYER)

AND

Jimmy Ho
(NAME OF EMPLOYEE)

Referred to herein as the EMPLOYEE who is _____ (age), American,
_____ (status of person) and a residence of _____

That the foregoing parties agreed on the following:

1. That the contract of employment shall start on January 21, 2018 and shall end on September 1, 2018;
2. That No player or employee shall be allowed to bet or even to check on any betting sites;
3. That In case if any player/employee wants to leave or to join another team there a “buy out” should be made;
4. That compensation of the player/employee is to be given bi-weekly, that is every 5th and 21st day of every month;
5. That 30% of the tournament winnings shall be given to the company; and that the 70% thereof shall be shared equally among the employees/players;
6. That, subject to a 3-day notice, the company can terminate the player at

- Poor performance
- If player doesn't follow team rules and practice schedule
- Unprofessionalism

7. That player/employee shall be entitled to a _____ salary per month.
8. That the player does not make a contract with 3rd party without team permission.
9. That the player does not join any other e-Sports tournaments without team permission.
10. That the player cannot negotiate contract with other teams until the expiration of this contract.
11. That the team can use the image/video of the player in order to promote the team.
12. That the team can ask players to join PR events without any additional fee.
13. That the team can create merchandising with player images.
14. That the team has the right to press legal charges against the player if a breach of contract has been made.
15. That the player has fully understood the foregoing terms and conditions.

Player

CEO

How not to do it Fortnite

- Artikel 4.5: team mag altijd beëindigen

3.2 Player has to comply with the directions of those person, who are provided with the authority to issue directions, especially with directions of the trainer regarding trainings, which can be operated online and offline and can be particularly disposed or held in general, match preparation, participation in matches and all other Team-events. To ensure the proper expiry of the training, Team and/or Team manager is entitled to issue instructions regarding the place, time and duration of the activity or the type of performance of Player's activity.

4. TERM OF AGREEMENT, NOTICE OF TERMINATION AND GARDEN LEAVE

4.1 This Agreement is concluded for a fixed term of 24 months. The contractual relationship shall commence on August 1st 2018 and will end without notice of termination being necessary at the end of the day on 31st of August 2020. Any extension of the fixed term requires written form to be valid.

4.2 An ordinary termination of this Agreement is excluded.

4.3 The right of the parties to terminate this Agreement for good cause with immediate effect (extraordinary termination) remains unaffected.

4.4 If the majority of players belonging to the squad of the Player requests replacement of the Player, such request shall constitute good cause for extraordinary termination by Team.

4.5 Team reserves the right to terminate this Agreement at any time with immediate effect.

4.6 Any notice of termination will require written form to be valid.

4.7 This Agreement may be terminated by a written mutual agreement of the Parties.

4.8 In connection with a termination of this Agreement, especially following notice of termination or in connection with the conclusion of a termination agreement, Team reserves the right to release Player from the obligation to work, while continuing to pay his remuneration (garden leave). The same shall apply if, taking Player's interest in employment into consideration, Team has an interest worthy of protection in such garden leave, particularly, for example, in the event of reasonable suspicion of a gross breach of contract that is considerably detrimental to the basis of trust (e.g., betrayal of secrets or competitive activity).

How not to do it Fortnite

- Artikel 5.1: geen vergoeding
- Artikel 5.2: daarna hopen op een vergoeding
- Artikel 5.2: overeenkomst van opdracht
- Artikel 6.1: klassieke bepaling arbeidsovereenkomst

5. REMUNERATION, PRIZE MONEY AND REIMBURSEMENT OF EXPENSES

5.1 During the first 6 months of the contract Team shall not pay a fixed remuneration to the Player.

5.2 Team and the Player shall negotiate the fixed remuneration of the contract after 6 months in good faith. Team shall have the right to match all other offers the Player receives from other parties during the negotiation period. If Team matches other offers, the Player remain with Team.

The Player is an independent contractor and shall invoice Team for the fixed remuneration every month. The fixed remuneration per month includes all applicable taxes, and the Player is responsible to file and pay all applicable taxes on his own behalf. Team shall receive the invoice from the Player no later than the 1st of every month. The invoice is to be paid out on the 25th of every month. If the 25th falls on a weekend, the compensation shall be paid out the Friday before the 25th of that month.

5.3 Player shall be considered for an annual bonus at Team based on good work in extent of likeness/participation in sponsor events and good results. This evaluation will take place at the closing of each calendar year.

5.4 Team will receive 20,00 % of the team prize money earned by the Player. The Player will receive the remaining 80,00 % of the team prize money divided with his teammates.

Team shall transfer the Player's share of the prize money no later than 30 days after the receipt of the prize money from the event organizer. Prize money will be transferred after all applicable taxes have been deducted.

5.5 Team will reimburse to Player the costs he incurs because he exercises the Esport at Team.

Prerequisites for the reimbursement of expenses are

- expenditure was necessary,
- Player proves the incurred expenditure.

6. LEAVE

6.1 Player shall be granted vacation in accordance with Swedish law.

6.2 The vacation always requires an explicit approval of Team. Team shall grant Player vacation if it is of no convenience for Team operations such as practice, offline and online tournament participation, partner activities, sponsor activities e.g.

How not to do it Fortnite

- Artikel 8.1, 8.2 en 8.3: alle rechten van intellectueel eigendom gaan naar het team

7. HINDRANCE

7.1 Player will notify Team immediately if he is unable to perform the Esport, especially if he is unable to participate in:

- training sessions,
- league games or
- other competitions and championships.

An informal notice, which may also be given by telephone, will suffice for this purpose. Reasons must not be given in this regard.

7.2 Player shall notify Team immediately of the duration of his incapacity in order for Team to take appropriate measures, for example, regarding the line-up of the squad.

8. TRANSFER OF RIGHTS

8.1 Player grants Team for the term of this Agreement – the worldwide, non-revocable, transferable, sublicensable and exclusive right to record and use Player's performance, name, likeness and voice (hereinafter together, the "Player's Likeness") for the production of photos, audiovisual and any other content regarding eSports and any other Team events. This shall include, in particular the right to record and use Player's Likeness for the production of content regarding Team's matches within Events, marketing, advertising and/or promotional activities of the Team, Team's training sessions, trips to eSports events, etc. (hereinafter together, the "Content").

8.2 In addition, Player grants Team the worldwide non-revocable, transferable, sublicensable and exclusive right to exploit the Content (including Player's Likeness) in all media and via any technologies now known or later created unlimited in time and content. This shall include, in particular, the right to broadcast the Content, to make it available to the public, to reproduce and distribute it, to adapt and combine it (also with advertisement) and to exploit the results of any adaptations for any purposes.

8.3 Furthermore, Player grants Team – for the term of this Agreement – the worldwide, non-revocable, transferable, sublicensable and exclusive right:

- to use Player's Likeness to produce and market merchandising and/or advertising products and to include Player's Likeness in these products (e.g. t-shirts, games, fantasy games, betting, trading cards), and
- to include references to sponsors in Player's websites and social media accounts (if any; the size of the references shall be at least market usage and at least of equal size of any other logos on the websites/accounts).

How not to do it Fortnite

- Artikel 10.1: verplichting tot meewerken aan marketing projecten voor sponsors
- Artikel 10.2: geen vergoeding voor die werkzaamheden
- Artikel 11: geen persoonlijke sponsors voor de speler

Team may agree upon exceptions of this exclusivity, in particular, with regard to tournaments which are organized or officially supported by game-publishers, national championship, exhibition/sponsor events and/or comparable events (the aforementioned tournaments/events which are – by way of exception – not subject to exclusivity, hereinafter together, the "Non-Exclusive-Events").

10. MARKETING ACTIVITIES

- 10.1 Player shall – upon request by Team at least two weeks prior to such activity – participate in the following activities:
- sponsored marketing,
 - advertising and/or
 - promotional activities.
- 10.2 Team shall use best efforts to harmonize the dates with Player's needs and shall bear any costs incurred by Player in connection with such activities. Participation in the marketing activities shall not entitle to compensation.
- 10.3 Player is required to participate in activities on the Team website, and social media as deemed necessary by Team. These activities are not to interfere with scheduled practices as set by the Player's team and need to be within reasonable scope.
- 10.4 Player is required to stream at Team's chosen streaming platform for a minimum of 10 hours per month after the initial unpaid term of 6 month.
- If the streaming interferes with regular practice schedule, or other tasks the Player has to perform for Team the player can ask management for permission to not stream in the said month. Management can then give the Player permission to not stream in writing.
 - If the Player does not reach the minimum target of 10 hours of streaming per month, the Player shall be subject to a reduction of USD 500 in the set remuneration in the given month the streaming target is not reached.

11. ADVERTISING/THIRD-PARTY & PERSONAL SPONSORS

- 11.1 The Player is obligated to promote the Team.
- 11.2 Player is not allowed to:
- promote other partners than those of Team,
 - also by or on clothing,

Waarom zijn die contracten ongebalanceerd?

- Jeugdigheid / minderjarigheid
- Geen hulp (willen) vragen





NINJA
IN
PYJAMA

Waarom een goed contract belangrijk is

- **Voor de speler:**
ADO ontslaat speler binnen vijf dagen
- **Voor het team:**
Iceberg esports failliet

Ninja's in Pyjama's koopt
toernooiticket League of Legends en
vervangt team



Organisatie

- EA maakt de game
- Online kwalificaties
- Offline competities (eDivisie)



In Nederland

- Overeenkomsten van opdracht en arbeidsovereenkomsten
- Van € 0,- tot € 3.000,- vergoeding
- Prijzengeld wordt verdeeld
- Afkoopsommen van € 500.000,-



Wereldkampioenschap

- Contract met EA
- Veel prijzengeld (stijgende lijn)
- Doping(controle) en WADA
- IE- rechten

Dank voor de aandacht

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