

Professional Players' Rights and Obligations in Counter Strike: Global Offensive

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Bachelor's degree in Esports
Business

LBE19S

Autumn 2022



KAMK • University
of Applied Sciences

Abstract

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Title of Publication: Professional Players' Rights and Obligations in Counter Strike: Global Offensive

Degree title: Bachelor of Business Administration, Esports Business

Keywords: Esports, CS:GO, player, organization, obligations, contract, law, regulating entities.

Number of pages (and appendix pages): 42 (+4)

The purpose of this thesis was to explore the structure of contracts between professional players and organizations within Esports, more specifically, the Counter Strike: Global Offensive title. Because of the secretive nature of the industry, and also because of how young it is compared to its counterparts, verifiable information on the responsibilities and benefits a professional athlete can expect to have in the space, is hard to find. Therefore, the research questions could be equated to "What are the rights and obligations of professional CS:GO athletes?", as well as "How did they reach this point, and what can be expected in the future?".

In consequence, qualitative methods of research were used, in the form of interviews and short discussions with people in the industry from multiple fields. In addition, written, audio and video material such as articles or podcasts were written and created by credible sources with respectable status in the space of CS:GO. Furthermore, the author's personal contract with the organization GamerLegion served as a basis of verifiable information.

The analysis of the data obtained was conducted by the author, as someone with wide knowledge and reach in the specific industry, aided by the opinions and hypotheses of the people mentioned previously. As a result, the objectivity of the information could be questioned, and this is why different standards of filtering were used, such as verifying the same detail from at least two unconnected private sources, or a reputable public one.

The results of this research consist of the gathering of otherwise scarce and spread-out information on the topic of player's contracts with organizations, as well as in the addition and presentation of beforehand unpublicized details, unavailable publicly until the point of publication of this work.

As for the conclusions that can be drawn, they are mainly speculations on the future of the multiple topics in the Esport, again in the form of predictions of experts and repeating patterns from the past of this industry and equivalent ones, such as defining the concepts of "The Esports Bubble" and "Market Inflation".

The thesis was not commissioned by any third party and represents only the author's own perspective.

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1 Introduction

Esports, as an industry, is relatively new when compared to its traditional sports counterpart, and although it is rapidly growing and maturing on multiple fronts, its unique nature consisting of people playing video games professionally, while being supported by an entire ecosystem, presents an equally unique set of challenges.

In the recent years, there has been significant headway made, by multiple countries and entities, towards recognizing Esports as a sport, and implicitly, Esports players as athletes. From successful Events breaking into the mainstream media through means such as news reports, online coverage and even TV series featuring personalities from the industry with efforts being made at the governmental level worldwide, it is clear to see that the financially promising upward trajectory is being matched by every other aspect of the world's process in accepting and adjusting to change.

In this thesis, the focus is on the ramifications of what this process means for the players competing at a professional level, more particularly in one of the titles, if not the most popular Esport, Counter Strike: Global offensive. This includes information regarding the common contemporary lawful practices provided right now for Esports athletes, as well as how they have evolved during the game's 10 years of existence, and what is needed to progress further sustainably and attain the equivalent practices of sports.

1.1 What is CS:GO and how is it different from other titles?

Scott Robertson (2021), describes CS:GO as “a tactical shooter that emphasizes teamwork, strategy, and gunplay”. The Valve created game is the leading title of the first-person shooter genre (FPS), having recently been joined by its main competitor, Valorant of Riot Games, and it presents an innate advantage of being perhaps the most non-advised viewer friendly Esport out there, by being very simple to understand for someone without any background in video gaming.

In short, the game itself can be summarized to the following sentences: two teams consisting of 5 players for each side, are facing off in an attack-defense fashion, one team being tasked with breaching an objective and planting a bomb, while the other has to stop them from blowing up the bomb site. Alternatively, a secondary win condition for each team is to eliminate all other players on the opposing team, regardless of the status of the objective, with rare exceptions.

For some demographics, even the simple nature of CS:GO can appear difficult. However, for the majority of the compatible audience the industry is targeting, this concept is attractive enough to get them to buy tickets at Local Area Network (LAN) events and fill up arenas and stadiums, while watching their favorite players and teams realize their dreams on stage and write history.

A key note to make early on is that CS:GO's regional popularity is different across continents, being the most pronounced in Europe and the CIS, South and North America, with mentionable representation in the Oceanic and East Asian regions. This aspect heavily influences the way professional players are treated contractually, because of the obvious differences in governmental regulations. For example, Europe's more democratic states impose different restrictions than China's regime when it comes to liberties and obligations for an Esports athlete, and as a result, the way contracts are drafted is dependent on local fundamental principles and laws.

The thesis, however, will not make a significant effort to explore these difference, due to the already felt scarcity in academic material, even for the regions where CS:GO is more prominent, such as Europe or the Americas. What it will instead explore is the general practice, through the lenses of industry professionals, cited or personally interviewed, as well as the author's own opinion based on some working experience in the industry.

1.2 Definition of an Esports organization

The first step towards understanding the environment Esports athletes compete in is discovering what the hierarchical structure is for the space. This means understanding the functionality of an Esports team, or broader, an organization.

Weplay Holding (2021) defines an Esports organization as a "group of teams under one umbrella, using the same branding, data analytics, and prize pool money to strengthen their group". For clarification purposes, one could say that the Esports organization is the equivalent of a sports club in traditional sports, although admittedly more and more such clubs are branching into Esports in the recent past.

Such an entity's primary roles range from training the competing rosters and taking care of their in and outside the server needs, all the way to managing the branding of each individual athlete, as well as the team as a whole, in order to generate sustainable growth, both on the competitive front, as well as the financial one.

An Esports organization's business model relies on multiple revenue streams, according to "Game Developers and Publishers", chapter extracted from the book "The Essential Guide to the Business & Law of Esports & Professional Video Gaming" (J.M. Jacobson, 2021), which offers a comprehensive outlook on the entire revenue acquiring scope, and of which this section is only going to briefly mention for the sake of context, in the order of applicability for the CS:GO space generally.

Essentially, the most common revenue streams are the following: Prize Money, earned by the team's performance and placements across different Esports competition, sponsorships, including pitching and selling the image/brand to endemic sponsors to the space, that want to associate with and promote themselves through the team, Streaming and Social media, which includes all revenue earned through such platforms (ads, tips/donations etc.), merchandise and licensing, engulfing all physical and digital promotional gear sold by the organization to the fanbase through the main website or at events, and finally Investments, which make up for a majority of the financial support of the giants in the industry, coming in the form of venture capital from entities outside the space that the organization pitches their business model to.

Naturally, each organization's business plan is different, much like their financial ability scales and ranges a lot. According to Gardner (2022), there are organizations, even in CS:GO, that heavily rely on only one of these revenue streams in order to sustain business, just as there are some that balance multiple money-making avenues to very successful extents, such as G2 Esports.

All in all, if one was to summarize all the information, an Esports organization's role in CS:GO is to be the intermediary between the player and the tournament organizer, providing the resources necessary for the performance of the former, such as salary and other commodities (bootcamp, nutritional and psychological help, playing gear), while ensuring obligations towards the latter, along with supporting entities, are met successfully, all of this while turning over profit through the means listed.

1.3 Definition of a professional Esports athlete

This topic provides a severe cause of contention nowadays, not only in CS:GO but in every Esports title, due to the lack of an overarching regulating authority. Therefore, a lot of the information sourcing will be arbitrary and will adhere to the author's experience, as mentioned in the preface of the lack of academically suitable documentation in this field.

Justin Jacobson (2020) describes a professional gamer as someone holding a contractual arrangement with a professional Esports team or organization and says that this definition can be extended to Esports coaches and even "influencers", to a degree. A player licenses their service and public image, or "likeness" to the hiring entity, under varying contractual forms (from standard employee contracts to freelance and sponsorship arrangements).

Drawing closer to the CS:GO space, if one was to look for a definition, the CSPPA (The Counter Strike Professional Player's Association), in their "About" section on their website, mentions that it targets "Any player who is contracted or actively seeking a contract as a professional Counter-Strike player and who competes at an elite level", when clarifying who exactly is eligible of being a member of the association. Therefore, by the similarity of these two definitions, one can draw the idea that a professional player in CS:GO is someone who competes or competed in leagues or events labeled as "elite", under the banner of an organization with whom they have a contractual agreement.

To finalize this section, and to better define what a professional athlete in the Esports space looks like, some common public misconceptions can be addressed, backed up by an article from the Australian website "Exercise right", entitled "The Physical Demands of Esports Athletes" (2021).

First, contrary to common belief, fueled by old social stigmatization enrooted in American culture, the average Esports Athlete is only required to train around 50 hours a week (meaning just above the 7 hours per day mark if weekends are counted, or 10 hours per day, if the regular working week standard is used, even though the Sports industry is probably the better-fitted comparison element), excluding individual practice, which granted can range up to more extreme numbers. This average to me seems very true for the CS:GO space, and if these numbers are indeed accurate, this would mean that Esports Athlete work comparable hour counts to traditional working class people, the only difference being they are more predisposed to extremes, meaning that people who want to exceed competition and progress faster will adopt a more intense behavior

and will allocate more time. However, this idea completely invalidates the stereotype that “gamers play 14 hours a day and completely neglect other responsibilities in their lives”, that perhaps many of us have heard in different forms at some point in our lives.

Secondly, the article also brings up another misconception about the predisposition of Gamers being significantly more likely to be overweight and suffer from conditions generated by the lack of physical activities. By citing multiple studies, such as one carried out by Queensland University of Technology (2020), which provides the statistical outcome that “Esports athletes are between 9%-21% more likely to be at a healthy weight compared to general population.”, the article concludes that Esports players in general have a much better grasp on their physical condition than it is commonly believed. Naturally, these studies are in no way undeniably conclusive due to the limited scope and the freshness and volatility of the space. It is also important to mention the distinction between and Esports athlete and a casual gamer, someone who is not actively competing beyond an amateur level and is not bound by contractual obligations towards professional organizations.

In fact, to further elaborate on the matter, the current common practice of the CS:GO space has organizations ensuring all sorts of professionally outsourced help, from experts, on pretty much all the faucets related to physical wellbeing (Nutrition, Physical Fitness, Mental wellbeing), which is undoubtedly proven to be beneficial and closely related to performance, even in the world of computer games. This has been a fact in traditional sports and it is essential to realize that Esports, and implicitly CS:GO, is no different, but this subject will be discussed extensively further in this piece.

2 Regulating Authorities (Governing Bodies within CS:GO Esports)

2.1 ESIC

The Esports integrity Commission (ESIC) is the main functioning body in CS:GO, that could be considered the equivalent of FIFA, in Football, for example, and it serves towards regulating the integrity of play at the highest level while also upholding the space to a set of principles related to fair play in competition.

According to their website, ESIC was founded in 2016, by the person that is also at the helm at the moment of writing, Ian Smith, a lawyer from the United Kingdom that has been activating in the space for almost two decades, and now serves as the Commissioner for the organization.

ESIC describes who they are as “a not-for-profit members’ association and we can help you, whether you’re a tournament organizer, game developer, Esports league or betting operator offering Esports” to other entities in the space that they hope would also adhere to their principles and enforcement of them. Currently, all of the partners in the Louvre agreement (a partnership between notable tournament organizers like the ESL group and BLAST, and 15 of the most successful Esports organizations, including names like Astralis, Faze clan, Team Liquid and Vitality, in which they consent to a symbiotic relationship where the teams are paying for slots in the yearly circuit), more specifically, the organizers, currently embrace ESIC as a regulating entity and coordinate their decisions with them. As an example, the players and coaches that are currently banned by ESIC, are also banned in ESL and BLAST events. However, the specifics of the deal ESIC has with these TO’s are unknown, with many experts speculating potential negatives striving from abuse, due to the lack of transparency.

Regardless of the now relatively powerful position ESIC is in when looking at it from a wide perspective, across the years they have stated multiple times that the organization is running on a very small scale, with only a handful of full-time employees to the company, tasked with investigating and releasing information on the many cases they have taken the responsibility of handling. Because of the understaffing, and also the fact that there are still plenty of organizers that are not partnered with ESIC, such as PGL, another giant in the space, the investigations have taken very long amounts of time to conclude and be presented to the public. Also, the results of these investigations have also been called into question numerous times, by the accused presenting

strong defenses and ESIC being forced to re-state their position on bans by reducing them or outright canceling them, like the case of Luis “Peacemaker” Tadeu, in the year of 2022.

Without delving too deep into the specifics of what cases ESIC is currently working on, many of which are mentioned sparsely across this piece, the consensus around ESIC, from both stakeholders, partners and even fans is that the idea is really good, and regardless of the slow progress and impediments they face, they are still a valuable asset to Counter strike, aiming to push the industry towards a better and more regulated place.

2.2 CSPPA

The Counter Strike Professional Player’s Association (CSPPA), founder in 2018, is the representative entity of the Esports athlete in the CS:GO space, and could be considered the equivalent of Professional Footballers’ Association PFA, in football, or any other union from any other traditional sport. It’s functionality, according to the CSPPA home website, is to safeguard and promote the interests of players both while they are actively playing, and also after retirement. They aim to uphold other entities to standards in which players benefit from the best working conditions possible, and they serve as a hub for issues concerning general contractual wellbeing, as well as particular cases, to be discussed by representatives with diverse cultural backgrounds and vast amounts of experience.

Both the CSPPA’s founding members, as well as the current board consists in established names with legendary status in the space like Andreas 'Xyp9x' Højsleth or Jordan 'n0thing' Gilbert, representing their regions with the best interests of all local professional athletes at heart, at least in their words. In addition to this plethora of experience, the CEO Mads Øland is assisting the board as an advisor, himself being anything but foreign to the industry, and having been consulted by other tenured figures like Scott “Sir Scoots” Smith, one of the oldest and most appreciated Broadcast Analysts and Hosts activating in the industry, alongside other similar figures.

However, the CSPPA has been the target of almost nothing but scrutiny, from both industry experts and fans alike, due to a multitude of reasons, across the past 4 years.

Firstly, the entity’s resume of positive contribution to the scene is almost nonexistent; Not even on their website one can find evidence of cases they have brought significant impact in, despite

benefiting from almost the same amount of embracement like their counterpart, ESIC, in the name of agreements with the ESL group, and other organizers like Flashpoint.

Secondly, their track record is not only scarce in realizations, but is also tainted by multiple cases in which they could have stood up for players as a union but chose to stay silent on issues like ESL downsizing and shutting down their pro league product in North America, as well as taking the spot away in one of the seasons from team Sprout, who qualified to the league through proper means. Of course, as this written piece attests, these scandals are very common to the CS:GO ecosystem and happen on an almost daily basis, but the only consistent thing about how the CSPPA ties into it all is how little they seem to care due to their lack of responses or statements on many of these matters, despite the numerous times their board has seen change or the many empty promises of being more active they made to the community.

Add that to the fact that during a BLAST event in 2020, the CSPPA and their members, playing under multiple teams participating in the event, have decided behind closed doors to issue a strike where the teams would refuse to play because of an issue where the recorded in-game voice communication would allegedly have been poorly handled by BLAST, divulging sensitive information about a team's tactics previously on broadcast. (J. van den Bosch, 2020)

While I agree that the risk of that requires thought from both the Teams and the Tournament organizers, this issue could have easily been handled behind the scenes where the match wouldn't have been delayed for hours, and spectators both at the event and watching online would get to enjoy the product some of them paid for, while at the same time, helping BLAST save some face on the reputational side.

Summing up all of the negative impact, or better said, the lack of overall impact that the CSPPA has displayed, it is hard to argue that this entity upholds what they claim to represent, a union that has the interest of all professional athletes in CS:GO at heart. However, again, due to the lack of infrastructure, even this association is widely considered as a net plus by the community, even if only slightly leaning towards positive, because the alternative would simply be nothing else, as there is no current sign for another entity that would take over the responsibility appearing overnight.

2.3 External rule makers

Last but not least, probably the most impactful of the external regulators are governmental entities, and although their impact can be felt differently by professional players case by case, it is imperative that one has an understanding that, at the end of the day, just as any other industry, Esports has to subscribe to real world legal standards. The fronts where an athlete is usually confronted with such issues are those of taxation, insurance, as well as traveling visas and even residence permits. For the purpose of brevity, and because of how different the landscapes are depending on the country used as a scope, I will glance at how my country of residence operates on these areas, more specifically, what the Romanian state demands of someone with the profession of “Esports athlete”.

First of all, Romania does not currently recognize professional Esports players as athletes, and although there is a project of law currently being passed to the parliament for debate, it is unclear when and if this status will ever be granted. Naturally, with this condition attached to one’s employment status, they are entitled to benefits exclusive to athletes, just as sports professionals, such as more lenient taxation and a set of rights preventing the player from being taken advantage of by employees, as well as easier bureaucratic protocols towards obtaining visas, especially for the American continent.

Currently, based on limited information, Romanian professional players and talent (like myself), have two ways of declaring their income and being taxed accordingly, in order to be within the parameters of legality:

The creation of a Private limited company, abbreviated as “SRL” in this country, of which the athlete is the sole employee and owner simultaneously, resulting in a cumulated monthly tax percentage mark around the thirty fifth percentile, dedicated to health insurance, income tariff and mandatory pension fund contribution.

The second avenue open for the athlete to be acting like an entrepreneur is enrolling for the status of “Authorized physical person (PFA)”, where the individual turns into a legal entity in the eyes of the government, earning the right to issue invoices and declare income as “sponsorship”. This is usually the preferred way, since in Romania, a lot of the people that are earning a living from the gaming space are influencers, rather than professional Esports athletes, therefore, it is a convenient alternative to creating a company and having to hire an accountant or a notary.

However, the tradeoff is that overall contributions add up to a little bit higher, since Romania encourages the creation of new businesses, of course distributed towards the same expenses.

Sadly however, since the legislation has not evolved to a point where Esports athletes can be seen officially as doing whatever it is they are doing, everyone is ought to find legal workarounds, because both methods currently do not perfectly align to the necessities of the person in question, as much as the employee status would; Esports organizations provide to players contracts that are closer to the usual employee-employer dynamic, rather than sponsorship deals, that for examples streamers would get.

On a final and more personal note, the way I portrayed Romania as a less than ideal legal landscape does not reflect reality in other countries, as mentioned in the introduction. For example, Nordic countries and North American states are bound to have a better-defined structure since they have been getting accustomed to the world of Esports for much longer, being pioneers of the space, as opposed to my home countries, where video games are still considered “destined to be played by children”.

3 Player Agencies

Talent management agencies, casually called “Player agencies” in the CS:GO space, are entities who provide council and help, fulfilling many of an Esports athlete’s, or personality’s contractual needs, in exchange for a percentage of earnings. This percentage is commonly around the 10 % margin, sometimes higher, usually deduced from the player’s salary earnings, but the deal can differ depending on the case (For example, the percentage can be lower, but deduced from the player’s total earnings, adding up all their salary and sponsorship deals, as well as prize money).

As for what such agency provides to the player, Prodigy agency, as one of the space’s most prolific entities, having French star Mathieu “ZywOo” Herbaut under their wing, as well as many others, can serve the reader with most necessary information, through their website. Some of their attributions include taking over negotiations duty, as an intermediary between the organization and the athlete, finding players new teams to play for, and executing the deals necessary towards the signing (buyout, loans etc), brand consultancy (that can go as far as the agency delegating experts to run a player’s personal media channels, and create content around them to expand their brand) and the acquiring of personal sponsors (in the cases where the contract with the organization does not prohibit such acquisition).

Whether or not their services are necessary, is in my opinion, not even up for debate. As Prodigy Agency advertises through one of their slogans, “You play, we do take care of the rest”, meaning they aim to alleviate the player of as much duty as possible, granted in exchange of a significant fee. However, the sheer amount of benefit one can draw from being part of such entity is immense, and although the degree differs case by case, the value of such service existing is undeniable.

For example, for an up incomer, the ability to benefit from the wide legal experience and connection network of a talent agent is a life-changing possibility, and the percentage of earnings one would pay agents can easily be made up for by negotiating fairer contracts, where the player would be paid more closely to their actual market worth. Adding on top of that all of the other benefits, the contemporary reality is that being part of an agency, as a top professional or talent, is indispensable, and simply requires a lot of work one must subject themselves too, like learning how to pay taxes properly, and work which takes time one could be using to simply play the game, or rest.

4 Notorious Scandals that created the Industry Standard

In order to better understand the player-organization dynamic brought up in the above, It is crucial for one to delve into the rich history of scandalous happenings across CS:GO's now 10 year history as an Esport, because a significant amount of current contractual practice is rooted into this long process of trial and error, represented by changes that were made and details that were added in this time onto the mentioned written agreements. Everything about how a contract is drafted, and implicitly, what obligations each side has to uphold resulted from an evolution on multiple fronts, from financial upscale, all the way to traditional sports practice breaching its way into the industry, through the many hires brought over, bringing along years of experience on all of these fronts (As an example, one can simply look at how many of the Team managers/General managers of teams in the top 30 have made their careers working in traditional sports, which at the time of writing this piece, is over half).

Just as in the counterpart sports industry, there have been these so called "famous incidents" that did however accelerate this evolution process, pushing forward the space to be more in line with the times, all towards a fairer and more balanced working environment for both of the parties involved, at least on the legal front.

With that said, the choice and order of these mentions are arbitrary, in conformity with my personal bias regarding importance in the grand scheme, and they are by no means definitively and provenly the cause of any particular change any more than the obvious correlations derived from comparing the landscape then with now's customs, that can be observed by the reader.

4.1 The Smooya vs Epsilon case

Professional United Kingdom born player Owen "smooya" Butterfield, aged 17 at the time of interest, comes out to the public on November 7th 2017 with a Tweetlonger detailing his precarious situation in the Belgium based organization Epsilon, having been benched allegedly unfairly and exploitatively.

For context, Owen and his teammates (Cosmin-Mihai "cosmeeN" Butuc, André "BARBARR" Möller, Fredrik "freddieb" Buö and Lasse "maeVe" Elgaard) had formed the roster under the Epsilon

banner in June 2017, having all been signed to the organization. Across the 5 months of team activities, the team had gone through some turmoil, having used one or even two stand-ins on occasion while competing, without any official information about the potential benching of some of their players having come out on these times. At most, the organization would announce the absence of one player and the temporary replacement with an external party, more particularly fellow professional players under the nicknames “tsack”, “robin” and “Surreal”. However, having spoken in an unofficial setting with cosmeeeN, some of these instances were caused, in his opinion, by disagreements between the players and the organization, resorting to temporary benching as means of reprimand for bad performance or behavior they considered inadequate, with the contractual agreements being generally vague and favorable to the organization.

Returning to the topic at hand, an article published by Esports News UK titled “Smooya situation outlines need for better Esports contract clarity & advice”, on November 12th of 2017, authored by Dom Sacco, explains the situation comprehensively, firstly looking at Owen’s grievances with the organization.

It starts with the fact that Owen questions the motive of his benching, implying illegitimacy and ill intent from Epsilon who were benefiting financially reducing his 2000 euros salary in play, to a measly 700 euros while on the bench, who in his words was demoted “for no reason at all”. By this, he invalidates the usual motive for such action, being bad performance, as stated previously, saying he was by far the best performing player on the roster, statistically, argument which is objectively and factually accurate. He also denies any other potential reasons one could think of for such situation, saying “I wasn't disrespectful or act unprofessionally while I was in the active lineup so there isn't any reason to why I should of (have) been benched.”

Another point addressed by Owen, paraphrased by the article, is his enormous buyout, considering the scale of the space at that time and the fact that the Epsilon roster he was playing under was by no means belonging to the highest level of competition, where a \$ 36,000 buyout would be warranted, resulting in an apparent intentional lock in for the player on Epsilon’s bench by discouraging other teams that might be interested in buying out and signing him, potentially.

In spite of Owen’s public lament at the time, obtaining sympathy from the public at large with his story of having to support his ill mother and being hard done by a “mean organization”, it is important to introspect at the other party involved, Epsilon, who at the time had displayed, subjectively, some of the worst communication, in terms of it being very scarce and contradicting. Sacco’s article has a short section, citing a now unobtainable Twitter post from the organization,

playing defense by invalidating Owen's implications saying that the reason of his benching was "several key players not wanting to continue in the same team (as Owen)", statement which was not backed up by any player from the team, publicly.

However, in an article by HLTV's ex-writer nicknamed eZlo, (20/9/2017), published a week later than the original Esports News UK article, Owen reveals new information in regards to what could have caused the occurrence, stating now that he was benched for not speaking Swedish, language which the remaining current players of the roster were speaking as their mother tongue. The article further elaborates that Epsilon did not publicly comment on this allegation and are expected to make an announcement in the then near future.

From this, the natural conclusion is that Owen has been communicating in the background with the organization between the writing of both pieces, obtaining this justification, by the way he is phrasing his Twitter statements, and because of that, he further emphasizes the unfair position he is in, putting the Epsilon organization if an unfavorable light.

The scandal would die out in the following few months, with notable interventions from award winning Esports journalist and broadcast talent Richard Lewis on his streams and podcasts, in favor of Owen, in line with Sacco's conclusion to the article highlighting the necessity for players to be legally advised when it comes to contractual matters, while also agreeing that in the end, it is Owen who signed the unfair contract, which at that time was common practice between players on the come up, competing in the second echelon of Counter Strike and looking for opportunities to prove themselves. Eventually, in April of 2018, after Epsilon having corrected their mistake, letting Owen play under undisclosed modified circumstances in the meantime, he was finally bought out by the German organization BIG (Berlin International Gaming), where he would experience the peak of his career in the following years, making his nickname recognizable to CS:GO fans everywhere, most notably in BIG's IEM One Cologne 2018 run to the Grand finals.

Even if legally, the player was in rights to be outing the organization in such fashion (assuming he did not breach any Non-disclosure agreement, by the fact Epsilon did not sue Owen), it was simply a "mutually assured destruction" type situation, at best pressuring Epsilon to make amends to him by righting their mistake (letting him play for the full salary or letting him go for cheaper), which nowadays would not happen to the same extent, because of how much improved the space is, perhaps partly because of this incident.

Although this situation is not representative of the practice of organizations competing at the highest level in 2017, it serves as a perfect example for what an athlete looking to start playing

professionally would have had to deal with, bringing to public attention how much leverage organizations similar to Epsilon had over up incoming players' careers and how little the players could do to combat that, and highlighting a need for a new branch of Esports infrastructure, legal consultation, which would be the root of many business entities and concepts the scene takes for granted nowadays.

4.2 Astralis burnout situation

On the 19th of May 2020, the captain of 4 time major championship Danish team Astralis, Lukas "gla1ve" Rossander, was said to be taking a three months medical leave in conformity with his doctor's recommendation. The team was set to replace him temporarily with Jakob "JUGi" Hansen, who was already signed to the organization as a "stand-in", until July, when another player would take the mantle. (L. Mira, 2020).

A few days after this announcement, another player from the same organization's active roster, Andreas "Xyp9x" Højsleth, was reported by DBLTAP to be taking a temporary leave from competitive play, while the Danish organization were actively looking for replacements and their coach, Danny "Zonic" Sørensen was stepping into the practice and playing duties.

Naturally, because of the team's number 1 ranking at that moment and their recent dominant period in which they won 3 Back-to-Back Major Championships, these moves sparked heavy outrage and confusion in the CS:GO scene. Although the team had dropped off in form compared to their peak days, they were still retaining their status as "the best", and the general community jumped to the conclusion that there must be problems in the team for such move to occur.

To give a bit of context to the move, the Danish organization had started experimenting on a new idea to the CS:GO space, having more than 5-man rosters, having signed JUGi and, later in the year Bubzkji and es3tag, in order to field them at arbitrarily chosen moments in tournaments. This implies either that the organization knew about the volatility of the team's current roster's longevity, or that they were indeed planning to give their players well earned breaks from the intensive travel event calendar of the year. However, if the latter was to be the case, there was still not an explanation of why some players in the team were chosen over the others for such commodity.

Richard Lewis, in an article published on Dexerto a month later, in June of 2015, explains that regardless of the appearance of a successful and functional Esports organization, Astralis is struggling internally on multiple fronts, according to his sources. It is mentioned that the team has competed in five tournaments across a 43-day span, traveling all around the globe, including destinations like China and the USA, to and from their home destination of Denmark, without a single day off.

The rest of the article gives details about the internal context of these moves, elaborating on the idea that it makes total sense for then players of Astralis to demand and be granted time off, not only because of the travel duties, but also the 37-48 hour work weeks and also the turmoil generated by the very demanding management of the organization, notably their Sports Director, Kasper Hvidt. The journalist however acknowledges the fact that Astralis had already agreed upon these attendances and that the players simply could not cash in their Danish law regulated 25 fully-paid hours days off at any time they pleased, criticizing them for the inconsiderate decision.

Astralis themselves obviously had multiple responses and PR statements during this period, most through their official social media accounts and HLTV, and some now-unavailable detailed statements on their website. However, article published on Esports.com on the 3rd of June, by Jef van den Bosch, reports on Astralis's statement on the holistic idea of burn-out in Esports, topic that had amassed the most discussions around it ever, at that point. In the article, the Astralis group agrees with the idea that "they should have done this a long time ago", talking about giving their players breaks, citing the importance of mental and physical health of players as being essential to the future of the Esports industry.

This happening does not constitute a proper scandal, since the blamed party acknowledges their mistake and admits full guilt, adhering to the idea of change being needed, at least when it comes to the public eye, because their actions still left a lot of their fans and people in the industry wanting, in terms of how an industry leading organization should behave.

However, the importance of this event is not to be underestimated, because it constituted the final push the scene needed towards taking the concept of "burn-out" and its prevention seriously, idea for traditional sports do have regulations in place.

4.3 Heroic vs Hunden

In September 2020, a scandal of a magnitude unseen until that point hit the CS:GO space, in the name of the wave of temporary bans issued by ESIC as a punitive measure towards multiple high profile coaches, among which, the then Heroic head coach and important figure in the Danish scene, Nicolai "HUNDEN" Petersen.

For the purpose of context, this bug has been discovered earlier that year by Michał 'michau' Słowiński, admin of the ESL group back then, who continued work in collaboration with ESIC for the following two years (maybe even until the present day, according to rumors), all towards a goal of exposing and punishing CS:GO coaches who more or less deliberately, more or less, depending on the case, used a bug in the game in order to gain an unfair informational advantage by getting stuck in free-cam positions in key areas of the maps (Z. Burazin, 2020, for HLTV).

Jumping back to the topic at hand, the Heroic organization severed ties with the coach, at least officially, until his 6-month ban would expire, only to later re-hire him for the same position, with minimal changes to the original roster that he worked with when using the bug in the first place.

The Danish organization, boasting the best performing Danish lineup in the past three to four years, and also occupying leading positions within the international top 5 best teams list, would go on to be implicated in probably, the messiest media scandal CS:GO has ever seen, when HUNDEN would be once again outed by the organization, through losing his job and being threatened with a lawsuit for breaching his contractual agreement. The issue, as revealed to the public then, was that HUNDEN was in talks with rival Danish organization Astralis for taking over as their main coach, after the household name would lose Danny "zonic" Sørensen to Vitality, in 2021, after their legendary 4-Major winning lineup had fallen apart. However, in the process of negotiation, HUNDEN is alleged to have revealed sensitive tactical information, such as the team's play book and the preparation for the following event, where HUNDEN was announced by the org not to be attending, only days before the scandal surfaced.

In his defense, HUNDEN came out with tweets denying the claims, as well as an appearance on the Danish network, TV2.dk, where he would point the finger back at Heroic, and explicitly, his former players Casper "dadian" Møller, Martin "stavn" Lund, René "teSe" Madsen, Nikolaj "niko" Kristensen and Johannes "BORUP" Borup, all but the latter of which were still playing for the organization. Nicolai alleges that they were all initially involved in the usage of the bug, for which only himself was punished, citing steam logs between him and niko, in which the player

was stating “Everyone on our team knew it. Maybe not the first time, but after. Everyone knew that”, as translated by Esports.com in their article from September of 2021.

Naturally, the organization would be fierce in defending their reputation, trying to mitigate the amount of public outrage, consisting in even reputable figures like Duncan “Thorin” Shields asking tournament organizers, and ESIC to ban their players. The most notable of their combative measures was a video released on the 19th of October of the same year on the organization’s YouTube channel, titled “ Our side of the Hunden story”, in which the players admit part of the guilt in the scandal, while revealing other details about their former coach that were unknown to the public until then, such as the fact that their teammate niko was suffering from multiple disorders that Nicolai took advantage of when trying to obtain the proof and admission of guilt, by manipulating him. Cadian says, in an emotional moment, that this behavior is not a one-time occurrence for the accused, and that his hypocrisy is something the players were aware of for a long time, while at the same time making a pledge to the public to not give the benefit of the doubt to someone whose credibility was provably tarnished on more than two occasions.

Following the videos, many journalists took the opportunity to give their takes on the scandal, but later on in the same month, Nicolai would be finally convicted by ESIC for 2 years, that he would be suspended for activating at partnered organizers’ events, regardless of the team that he would be under, only for Valve to double down on the ban from their own sponsored events – Majors (L. Biazzi, 2021).

Among the Heroic players and ex-players, the same above-cited article elaborates that only niko would go on to face punitive measures in the form of a warning and necessity for him to attend education sessions with an ESIC Commissioner, as well as monthly checkups on ESIC’s discretion.

While this scandal has perhaps not left the scene with the most universally applicable procedures for the future, due to the sheer specificity of the case and the unique circumstances, it is sure to remain as a stain in the scene’s history of sportsmanlike conduct, and an even deeper introspective than presented in this piece, into an otherwise recent, and well documented case, would serve the interested and advised reader with a prime look at the ugly side of the back stages.

4.4 NiP

If there was only one organization in CS:GO that would be representative for this maturing process represented by a wide range of scandals and headlines about the mischievous management, it would surely have to be the legendary and infamous Swedish organization, Ninjas in Pijamas, or NiP.

Not only have they been part of the Esports space since the year 2000, basically being synonymous with the Counterstrike franchise, NiP have fielded multiple championship winning rosters across both CS:GO and its predecessor games, being the home of legendary players like Critopher “GeT_RiGhT” Alesund and Patrik “f0rest” Lindberg in the prime of their careers and establishing unfathomable records like the 87 map winning streak held from 2012 to 2013.

However, the organization serves as a “time capsule” for all of the stages the industry had progressed through in order to reach this point, with problems arising on the whole spectrum of interaction between their management and their professional athletes.

4.4.1 “Nothing in paypal”

The name “Nothing in paypal” represents a play-on-words made by the community, in order to ridicule the Swedish organization, simply by replacing the words “Ninjas in Pijamas” with something reflective of their flawed business practice.

The oldest, and perhaps, most notorious scandal in CS:GO NiP has found itself in started when ex-professional CS:GO Player and part of their legendary five-man roster that dominated the first 2 years of the Esport, Robin “Fifflaren” Johansson alleged in a video podcast, hosted by Richard Lewis that “the organization owes him and other players substantial amounts of money, including <all of his ex-teammates>” (J. Villanueva, 2019).

Additionally, other previous figures associated with the band also came forward on the matter, such as Mikail “Maikелеle” Bill, Joonas “natu” Leppanen, Aleksi “allu” Jalli and William “draken” Sundin, all professional athletes once beholding to NiP as players.

The recurring topic all of these characters bring up is that NiP’s management pocketed varying amounts of tournament earnings and sponsorship money, contractually owed to the players and

despite the heavy fire the organization was under from the community, and even perhaps legal inquiries made by the victims, this conflict's resolution can be boiled down to a few public statements from the organization blaming some of their old leader as being responsible and acknowledging the unprofessional behavior displayed. Whether the money in questions has found those rightfully eligible is something that the community still is unclear about.

4.4.2 Sticker money scandal

Another more recent controversy involving NiP, strongly tied to the previous and very much unique to CS:GO as an Esport because of the nature of how this kind of revenue is obtainable (topic which will be explored in minute detail across the following chapter), was created when Richard Lewis published an article for Dexerto, titled "Sources: NiP in dispute with CSGO players over sticker money", on May 20th of 2022.

In this article, it is presented how former player of NiP, Tim 'nawwk' Jonasson, intends to take legal action in order to recuperate the contractual claim of revenue arising from the 2020 RMR sticker capsule associated with the cancelled Rio Major of the same year, created by Valve to maintain support to the organizations of the ecosystem through a revenue stream that would otherwise be unavailable because of the then present COVID Pandemic.

The details of the piece are however, in my opinion, less relevant than the repeating overall dismissive attitude of the organization when it comes to financial matters towards their players, whether or not legally their defense consisting in the idea that the section in question, found in their players' contracts enabling them to these earning percentages, holds any weight. And granted, the outcome of this matter is also unavailable to the public, with industry faces speculating that the issue has been solved outside of the court.

4.4.3 Device situation (organization becomes exploited)

In April of 2021, one of the most revered players and multiple Major and Major MVP title winner, Nicolai "device" Reedtz was successfully transferred from his home organization Astralis to Ninjas in Pijamas, or NiP, for the rumored sum of one million dollars, with experts saying the sum was more likely between that and seven hundred thousand.

At that time, the signing drew a lot of reaction from the CS:GO community, by being one, if not the biggest change of the sort the industry has seen, and the Dane's new organization capitalized on the attention promising results to their fans, as well as "even bigger things".

According to Luis Mira's report for HLTV on the transfer, Nicolai's contract with Astralis would have ended in December of the same year, but they came to an accord between himself and the Danish organization that they would collaborate towards finding him a new home. Few people, however, anticipated the downfall both organizations would face in the following year, due to various reasons, all more or less caused by device.

The debut of the star AWP'er could be considered underwhelming, with one of the first events NiP would be participating in being the Flashpoint 3 RMR, where they would finish in the second position and Nicolai having his fair share of underwhelming games, compared to his prime days under Astralis.

However, as the article "One year of device in NiP: a Recap" from blix.gg presents, this particular Flashpoint event was notable not necessarily because of the team's performance, but because of a scandal the team was involved in during the event, losing to the Polish team Anonymo Esports in a lower bracket game where they would be eliminated. Despite that fact, due to the media pressure NiP, and implicitly, device would exercise over the tournament organizer, the match was decided to be replayed due to the circumstances under which NiP were playing the game, claiming latency and server issues, in short. (Rizegeeko,2022)

Naturally, this dangerous precedent sparked massive outrage in the community, with experts like Richard Lewis criticizing the move, because when the match was replayed, NiP would go on to win over and eliminate Anonymo from the competition and getting away with a second chance no other team in Counter Strike history has ever benefited from in their position. Because of this PR nightmare, device, a crowd favorite until then, got a taste of what is felt like to be under heavy scrutiny from the public, only for issues to keep piling up in the next year, after the team would see its downfall in performance when eliminated in the first round of the playoffs of the Stockholm 2021 major, by G2 Esports, in dominating fashion.

The next milestone for device under NiP is represented by a moment towards the end of the year, in which NiP has announced that Nicolai would be taking an indefinite break from competitive play, claiming burnout and personal issues of mental origins: My mental health has taken a hammering this year for personal reasons and the pressure of playing professional Esports. "I have been taking active steps toward recovery and am looking forward to putting in the work that will

enable me to get back to the top of my game and be the best version of myself.”, said device, according to NiP.

Later on, at the playing season's end for 2021, some rumors started surfacing that Nicolai is looking to return to Astralis, to which the community was split on whether or not to give credibility. Through HLTV, device responded that "ALL OF THESE NONSENSE REPORTS OF ME LEAVING THE TEAM ARE EXACTLY THAT, NONSENSE", once again asking the community to respect his personal privacy and promising to return when he would be feeling ready, rid of all hardships in his personal life.

The 2022 year would unwind quickly, and news about device's return would become scarcer by the day, NiP being radio-silent after the statement in December, making changes to the roster and building as if device would never be part of the roster again. Players like Hampus "hampus" Posser would come out in interviews at different events saying that they are not planning to stagnate while waiting for the Dane to come back, instead they are treating the situation with maximum serosity when it comes to creating a functional team that can contend for the top spots. Only recently, the initial rumors started resurfacing, this time with more evidence backing the speculation, culminating in statements from both NiP and Astralis, saying they are in the process to negotiate the AWPers return to the Danish roster. Reputable publication Jaxon.gg expanded on the rumors with an article revealing some of the details behind the scenes, where apparently Nicolai himself would have offered to pay NiP a significant part of his buyout, total of which would amount to around six hundred thousand euros. (C. Slot, 2022)

To the present day, at least up until the moment of writing, the outcome of the negotiations is unknown, but the only clear fact is that the signing of device was a financial and reputational disaster for all of the parties involved, but more so for the Swedish organization than anybody else. In my opinion, validated by industry people like Richard Louis and Yanko "ynk" Paunović through their media channels, this transfer not only because it costed NiP a lot in the beginning and the speculated massive salary the organization has been paying to Nicolai, but because of the sheer lack of brand value device has provided for them, both by being absent on the server for the now majority of his stint and by raising outrage from the community due to the lack of transparency in the case.

This situation perhaps serves best towards exemplifying how also players can abuse and exploit their orgs because of their status and enabled by permissive country laws under which their contracts are valid. Even if one is to take for granted and believe the tough mental health situation

of Nicolai, because of the nature of it, it is impossible for both the organization and the fans to know whether or not it is warranting such a long absence. Add that to the constant rumors that the Dane is looking for the way out, and the recent proof confirming it, and the conclusion simply cannot be anything else than NiP made a mistake and are suffering drastic consequences because of it, regardless of the final outcome of talks and whether device manages to return to Astralis or not.

Naturally, this case represents an extreme, and is not at all representative for athletes competing at a lower level, but it is nonetheless a significant landmark towards the space progressing, by organizations also learning they are susceptible to being taken advantage of, just as the other cases highlighted the opposite.

5 Contemporary Contractual Practice

In this chapter there will be presented the tangibles in regards to the different aspects and dynamics that can be commonly found in player and talent contracts, sourced and verified by industry figures through individual talks (Igor Börnebusch, ex-Manager of GamerLegion, Richard Lewis, journalist, Teodor “teddcs” Borisov, caster, and many others, including current and former players of GamerLegion, and OG Esports), referenced video and written material, as well as the writer’s own experience.

As an additional disclaimer, on occasion, the information presented will be cited vaguely, in order to protect the interests and privacy of the sources, for example in cases of which the disclosure of specifics is forbidden by their contract. However, this section will only include information that is verified by at least 2 of the sources consulted, with extra consideration given to the details that match the author’s, my own biases based on my own overarching perspective and knowledge. Therefore, overall objectivity will be imperfect, mainly because of the secretive nature in which the space functions.

For the purpose of structure, obligations will be divided into 2 main categories, those of the organization in relation with the players/talent, and vice-versa. The subjects will further be divided into sub-categories in order to facilitate a proper understanding being gained.

5.1 Obligations of players towards the organization

Although one might commonly expect that the player's duty in the CS:GO space would be mainly to play, this misconception could not be further from the truth, regarding signing a contract.

5.1.1 The player's legal status

To begin exploring the athlete-organization dynamic, one should first examine the official status of their relationship, the nature of legal capacity that ties the two entities. Contrary to common belief, the majority of contracts in the field are not signed under an employer-employee basis, which is mostly encountered only in the highest levels of competitive play.

In general, the players will be bound to the organization under a sponsorship type contract, where the organization engages to fulfill all of the contractual agreements that will be explored in continuation, while avoiding the classic employer-employee responsibilities. This naturally happens due to multiple reasons, some arising from selfishness, but mostly because of the unstructured nature of the industry; The usual employee benefits that organizations in the space can have a hard time fulfilling is ensuring the employee with paid leave days, on their demand (because of the unpredictable and unavoidable tournament structure in CS:GO. The reality is that the organizations usually have obligations to the organizers, that they bind to through signing long before deciding on details about the athletes' contracts), ensuring medical and retirement fund related contributions (because of the fact that organizations are often based in different countries than the players they sign, resulting in a general lack of understanding of the player's living country legal backgrounds), and meeting workplace safety and wellbeing requirements (because of the fact that for the majority time, a team's members would be working remotely, leaving only bootcamp facilities as a worrying factor, to which each organization dedicates funds very differently – some own bootcamp facilities, some rent them, for example).

Even for those players that have secured contracts in compliance to the norm, the application of usual work environment regulated practice is often impractical in the Esports space, as one could deduce from the case of dev1ce, where he is ensured objectively preferential treatment, almost exploitative towards the organization. For clarification, I am not of the opinion that the law should be balanced towards the company rather than the employee, it simply is how the industry has

been running up until now, with only recently the situation becoming more equitable for the side of the players.

5.1.2 Common conditions

5.1.2.1.1 Service and availability

The basis of any agreement between an organization and a player is the report in which the entity pays the athlete in exchange for his service, and implicitly the time required to provide it. More specifically, the main attribution of the player is to play the game, both by attending designated practice times with religiosity (most contracts include punitive measures for failing to fulfill practice duties, towards preventing careless behavior, such as fines and even benching ability), as well as keeping up a good individual level by practicing their mechanics in the off time.

This specific dynamic is something exclusive to Esports contracts, simply because outside the spectrum, it is unheard of for the employer to demand anything from the employee outside of working hours. However, the previous feature is not found in every contract, and because of its nature, it is really hard to keep track of and enforce punishment accordingly – the organization may only have a rough idea of how much individual work a player puts in by observing them in bootcamps, and by the information communicated by representative staff closer to the team itself, usually the manager, sometimes the coach.

By the term availability, one can also understand the physical presence of the player wherever required by the organization, be that bootcamps of any sort (they can be separated into tactical and recreational, as a general note), or Esports events. During these pre-determined periods, the player is obligated to comply with an imposed schedule and perform professionally to the best of their ability – more on that note in the following chapters.

Lastly, under this category there can be included some other less frequent and generally applicable clauses, but nonetheless common enough, especially at the higher level of play, that they are worth mentioning:

The clause of exclusivity is something less frequent in player contracts, and more in staff and talent ones, referring to the concept of the athlete dedicating their working body of work exclusively to the organization, removing the possibility for talent to help multiple teams, simultaneously, eliminating conflict of interest from the equation.

The clause of transferability of tournament or league slots represents one of the ideas that is being adopted more and more, in the previous four years. By signing a contract which includes such specification, the player, and collectively the team (this clause can be found in the contracts of all of the team members, or at least of the core representing three or more, usually) obligates themselves to conceding their earned invitations and slots in upcoming tournaments or leagues to the entity of the organization. In the eventuality that the roster would break up, the organization would be the ones deciding what roster to field in future iterations of competitions in question. This means that this clause is meant to overrule existing regulations from the tournament organizers, which usually stipulate that by default, when a roster changes between seasons, for example, the core that sticks together from the roster would retain the slot. In previous years, this core can be represented by as little as two of the original five players, as long as the other three do not play together and lay claim on the same slot, in which case the majority is entitled to it.

5.1.2.1.2 Attitude and discipline

On top of the previously mentioned service-related clauses, contracts usually include details regarding the athlete's general attitude towards teammates, duty and organization as a whole. The grand part of such clauses will be included under their respective categories, but in continuation, there will be mentioned the measures the organization can be privet to in the case of the athlete failing to comply.

The clauses in questions can be boiled down to "the player agrees to speak and behave respectfully in the team, towards anybody from both the team's and the organization's body", in the words of Igor, ex-Manager of team GamerLegion. Naturally, these clauses leave room for subjectivity and interpretation, and there have been cases where players contest punitive measures employed by the organization to correct the behavior they see as unfit, with their own bias. Usually such measures consist in warnings, with the harsher punishments possibly being benching, suspension or contract termination. There are however examples of clauses that produce financial punishment as the outcome, for instance the player being obligated to compensate the organization financially in case they do not arrive at tournaments or bootcamps, or in case they damage goods under the ownership of the company.

In terms of the assessment of behavior, the decision is usually not made by one person helming the organization, but instead collectively by as many entities from all the levels of the hierarchy: from teammates and coaches of the individual in question, all the way to psychologists and third-

party employees, sometimes solely employed to assist and evaluate the situation with an objective eye. With the risk of repeating myself however, the process is bound to be skewed however towards the side of the organization, because of the nature of the dynamic: The company has the money that the player depends on, and also because of the ever-present immaturity of the industry as a whole – the lack of experience in dealing with internal matters.

5.1.2.1.3 Performance

Another clause very susceptible to bias and decisions fueled by emotion, rather than tangible reason is performance, but this time, it is in the opinion of Richard Lewis, more justifiable.

Paraphrasing, seeing as the Esports industry relates to its sports counterpart as being performance-driven, a meritocracy, it is only natural that contracts include points destined towards quantifying an athlete's level on the server.

When signing a player, the organization includes in the contract something that is commonly referred to as “thresholds”, usually of a statistical nature, but the enforcement of punitive measures is often much more lenient than the binary nature of fulfilling of not fulfilling contractual obligation based on hitting some numbers might appear (concept discussed more in depth under the next chapter). The player, however, needs to uphold his end of the bargain by continuing their efforts from the moment they signed the contract, on all specified playing fronts, or else risk being subjected to external assessment from the superiors in the hierarchy.

Of course, sometimes simply trying your best is not enough, and some other times players will get away with keeping their job mainly because of external reasons to specifically the playing side, therefore it sometimes may appear to the fan that some decisions are worse than others. But because of the nature of the dynamic, again, the organization has the say in what they think is viable for them, usually with the business side at heart, rather than emotional factors that sometimes are speculated upon.

5.1.3 Image rights

A heavy topic of contention in the world of Esports for an athlete, is whether or not the organization under which they activate is entitled to be their “talent agent”, which directly equates to the dynamic from the music industry, for example, where labels and studios have authority to use the artist's image however, they please.

In Esports, probably the most high-profile case of this instance being disputed is the case between Tfue and Faze Clan in 2019, where the resolution was found outside of court after each party was claiming breach of contract of the other, on the basis that Faze was, or not, entitled to act as the streamer's talent agent, in the state of California. (J Alexander, 2020).

In the CS:GO space however, despite the complexity of the matter, the players generally adhere to the idea that the organization is entitled to make image-related decisions on their behalf, with few exceptions of individuals with already established brands that would not benefit as much from trading off their image freedom for the hassle to be taken of their shoulders, by the teams they play under.

According to the contracts I have been privet to, the following three categories encapsulate all of the aspects that are common practice on the matter of image rights in CS:GO player and talent contracts:

5.1.3.1.1 Media

The players agree that video and audio recordings, as well as photos taken of them by the organization or partnered entities (such as tournament organizers, when producing content for upcoming events), are entirely behold ant of the organization to promote however they see fit, within reasonable representation.

The players agree to fulfill streaming responsibilities, streaming a number of hours per month while being kitted with graphics and overlays at the choosing of the organization, usually tailored to match sponsorships.

The players agree to concede partial control over analytics-type information of their personal media platforms to the organization, towards the goal of adaptation of strategy by the employees within the company tasked with media duties. This does not mean however that the player's personal interactions are altered by the organization, just that the entity can gain a grasp over how the athlete performs statistically when it comes to drawing impressions, interaction, and other metrics.

The players agree to behave professionally and to uphold media duties whenever is required from the organization of the partners, as long as they do not directly clash with playing responsibility, in which case the organization is not able to reprehend.

5.1.3.1.2 Sponsor activations

The player is obligated to uphold the promotion and exclusivity agreements between their home organization and sponsors, to the best of their ability. Usually, the players are guided and aided towards the creation of content around sponsor brands, or are provided with necessary material by their manager, or by the responsible sales and marketing division of the company.

Simultaneously with the above, the player is usually forbidden to accept personal sponsors, or affiliate in any way with companies that are direct market rivals with the sponsors of the team. Although some contracts allow for individuals to draw personal sponsorship, which is becoming more and more common as contracts have evolved, according to Igor, heavy emphasis is put on how players behave when it comes to promoting rival brands, or simply promoting brands that do not align with the values of the organization. In cases like these, the organization wants to have the “veto” right in the final decision of partnerships between external brands and the player.

5.1.3.1.3 Loyalty and secrecy (non-disclosure)

The players are commonly bound by contracts to not publicly disclose details of their contracts (for example, their salary amounts or duration of their contract), or about the internal matters within the organization. The same case of Tfue vs Faze can be used as an example, where the streamer created grounds for being counter-sued by the Atlanta based organization by being irresponsible with publicizing details about the inners of Faze on his Twitter. In CS:GO, there have been cases where the names of the organizations have been smeared by players, sometimes rightfully so, and this is exactly why the organizations wish for discretion when drafting a contract: to prevent instances where the fans can be weaponized by the player in the eventuality of conflict between the parties.

The players agree to not actively be looking for offers from other organization, being instructed to direct all incoming business-related contact towards their responsible tutor within the organization, usually the manager. There have been many cases where players have been “poached” (term that is also found in traditional sports, meaning the player has been reached in back channels by competitor teams’ representative and has been presented with an offer, without the player’s current team being aware of the discussion until very late in the negotiation process) and nowadays organizations try to take precaution of this instance happening, simply because it is a

cheap way of getting around buy-out clauses and it punishes good scouting, ruining the idea of fair business.

They players also agree that the disclosure of in-game or game related information to the outside is done responsibly, in the hope of preventing leaks that could affect the organization under which they play, or other organizations in the scene. This is also usually done in the back-channels, where figures in the industry, usually journalists, reach out or get reached out to by players with information that is supposed to be private, sometimes even offering them money in exchange for the details.

Finally, tying into the above, the players accept to completely abstain from betting or being involved in any way with the betting market (for example, workarounds like having a family member bet for you as a player are also covered by contracts) when it comes to strictly the game of CS:GO. The player is free otherwise to spend their funds however they like, under other forms of gambling or betting on other sports or Esports.

5.1.4 Financial duties

Although the perceived report between athlete and organization can be boiled down to the sentence “they get paid to play”, on a contractual level, the athletes also have financial duties to their teams, that are negotiated as part of the deal. They can be broken down to the following categories, excluding those obligations which the player has towards governmental entities, like taxes, which were already mentioned under the “player agency” chapter, or will be mentioned in the following chapter:

5.1.4.1.1 Trophies and prize earnings

Any collective trophies (excluding personal medals or MVP awards) earned by the players, as a team, immediately become property of the organization. Often is the case that the organization also ensures to have settled the same agreement with the others members of the team, and this practice is also common in traditional sports, where the club is entitled to the physical representations of winning a tournament, in forms of cups and trophies.

Tournament earnings however, represent a more widely divisive topic, highly dependent also on the level of play where the player is activating (for example, in the first echelon of competition,

one can expect terms that are more advantageous to the athlete, as opposed to the lower levels where the player must make compromises towards establishing a name for themselves.

Usually, within the top 15 organizations in CS:GO, the percentage of prize money the organizations aim to be entitled to contractually is between zero and fifteen percent, with the latter being on the “greedy side”. Naturally, the players, and usually coach, also split the remaining percent equally, while ensuring their tax obligations to their places of residence. Although the space did not start at this point, when previously organizations would be entitled to the majority, or even all of the prize money earned by the players, the balance right now seems to be sustainable and satisfactory for both parties. Justification for why it used to be much worse is very easy to find, the rapid growth of the Esports space serving as an overall explanation of why organizations do not need to rely of prize money and instead use it as enticement and motivation for their athletes.

5.1.4.1.2 Stickers (in-game revenue stream)

The mechanic of stickers is quite unique, even among big Esports, with titles from other game developing companies like Riot or Activision-Blizzard completely lacking this alternative revenue stream all together.

In short, in CS:GO, whenever a Major Championship unfolds, Valve releases in-game containers called capsules, holding stickers that can be either of the “team” nature, or of the “autograph” kind, both of which provide players and organizations with a revenue stream consisting in a percentage of the earnings made through the sale of the in-game goods.

Seeing as how long the history of CS:GO is, and how many changes this dynamic has been through, both on Valve’s end and on the end of organizations becoming smarter and smarter contractually, making use of the potential of significant income being earned when negotiating propriety over percentage rights, it is impossible to determine exact and generally applicable numbers for this matter. However, from discussing with multiple professional players, the general consensus is the following:

From “Team” stickers and implicitly Team capsules, a percentage of 50 % ends up in the pockets of the organizations, who split the amounts equally among all of the other organizations that are part of the same capsule – more recently segregated under three categories depending on the initial seeding of the Major tournament: Contenders, Challengers and Legends.

From “Autograph” capsules, operating under the same principle of even splitting between colleagues of same seeding group, players are entitled to fifty percent of the earnings made by Valve selling in-game stickers with the autographs of the athletes. This means that for example, if a player that is very popular among fans’ sticker is part of the same capsule as that of a lesser-known player, both of the players would be earning an identical amount from Valve seeing as the chance of opening the sticker of every player is created as equal in the first place.

The revenue made from Autograph capsules is however a heavy point of contention when it comes to contractual negotiation between player and organization, with some players choosing to partially or entirely concede potential income of unclear amounts by giving the rights to the organization, in exchange of a higher base salary or other benefits, or simply in exchange for additional leverage when it comes to the discussion and alteration of the contract to be more favorable, in areas unrelated to finance.

5.1.4.1.3 Personal sponsorship deals

The player agrees to an organization’s contractual claim over funds generated by personal sponsorship deals, if such matter is stipulated in the contract before the acquiring of such partner. Usually in today’s times, this type of clause is becoming less and less prevalent due to its predatory nature, during the player from working in good terms with the organization, because they might feel like they are being taken advantage of.

5.1.4.1.4 Streaming/Youtube

The player agrees to the organization’s claim over funds generated by personal streaming or Youtube channels in the form of platform add revenue. Again, this clause is almost unheard of and a massive red flag in contemporary contractual practice, but it can still be found at the lower levels of play where even small amounts of finances play a more important role for the company, and it used to be prevalent at the start of CS:GO’s route to becoming a mainstream Esport.

5.2 Obligations of organizations towards players and third parties

Quantitatively, the organizations in the CS:GO space are expected far more from in return, because of the nature of the industry, where players require as much of their attention as possible in order to perform at their peaks. Therefore, the organization needs to handle all of the external

duties, while ensuring financial sustainability for the business and the potential to grow their brand.

Meanwhile, the organization is also required to be the mediator between third parties and the signed players, such as tournament organizers, governmental entities and others, such as journalistic posts, for example. As a result, the separation between obligations strictly to players and to all other outside stakeholders will be made bellow.

5.2.1 Players

5.2.1.1.1 Salary

In exchange for the service, the organization agrees to pay the player a monthly salary, usually by the date of 15th of the following month the athlete has worked through. This agreement also includes paid leave in the form of player breaks, decided collectively by multiple stakeholders in the scene, rather than the usual custom of employee contracts, where the hired is entitled to paid free days on dates of their choosing.

A professional playing activating in a top 15 organization can expect a gross salary of between 5000 and 40 000 euros, with the highest I have personally heard mentioned topping at 70 000, all monthly. As one goes down in the hierarchy, heavy drop-off and inconsistency is bound to arise, because of the volatile nature of the hierarchy represented by the HLTV Rankings, but in general, within arbitrarily called “tier 2” organizations (meaning organizations that have not received venture capital or heavy outside investment in the form of cash or assets), will offer players salaries between the range of 500 to 5000, with the asterisk that also comes with the regional dependency, where players and organizations from countries where the national currency is weaker, would be overall working with less influx. In general, teams bellow the top 50 have a higher chance of striking other kinds of deals with their players, with only roughly half getting paid a significant monthly salary. The cutoff point, down from where basically players do not get paid anymore is probably top 100.

Some organizations also offer in their contracts different salary steps, meaning that depending on the worldwide rank placing of the team (generally the HLTV ranking, but ESL’s ranking can also be taken into account according to one source). For example, if the team has earned a position within the top 30 of HLTV, and has stabilized it for at least two weeks of that month, the player is

entitled to earning a pre-decided bonus from the organization, alongside their salary. This practice is more prevalent in organizations ranked top 40 or higher, who can afford setting such incentives without taking a financial hit.

On the opposite spectrum, another common practice of the CS:GO space is organizations ensuring in their contracts clauses relating the possibility of benching a player, and as a result, paying them a fraction of their salary under normal working circumstances. This means that the player is absolved of some of the initial responsibility, and may be receiving extra responsibility, such as a milestone for streaming hours, in addition to their salary being decreased to between forty and sixty percent of their normal salary (There have been cases where the reduced salary was way lower than half, but the industry standard at the moment of writing is that the cut taken by the player should be roughly half, depending on other tangent clause).

5.2.1.1.2 Cost coverage

The org ensures to cover all of the necessary expenses for the optimal internal functionality of the team, and for external occurrences, such as events and travel. These expenses can be either entirely paid by the org, or by partners or associates in the ventures (for example, in the first tier of competition, the tournament organizers usually ensure taking upon themselves the grand part of costs generated by the teams playing and traveling to/from the event):

5.2.1.1.3 Participation fees

The organization agrees to pay for entrance fees that may arise when the team is signing up for different competitions. The dynamic is fairly straight forward, where the team is provided with a company credit card that they can use to purchase the rights to play. This practice is pretty old, and as a result, can only be found at the roots of competition nowadays, where leagues still charge player for attendance, as opposed to inviting them, as it usually is the case at higher levels.

5.2.1.1.4 Tools

The organization also agrees to cover the cost of technical tools the players use towards bettering team and individual skill. Under this category one can include physical tools, in the form of gear, which some organizations agree to provide, usually manufactured by a partnered sponsor, all the way to instruments useful online, like a host for a practice server, 2D and in-game Demo viewers (Noesis, Skybox, Leetify Starcaller, Shadow.gg, Refrag, to name a few) and rarely even VIP slots for warmup servers.

5.2.1.1.5 Travel expenses

The org ensures to cover any additional travel expenses that may arise, including amenities like food during the travel time. As mentioned previously, these costs are usually subsidized by the tournaments organizers, like ESL, who cover such costs almost entirely as part of their business practice, probably in order to attract organizations and players to their events.

In addition, here are some of the other obligations of an organization, towards players, unrelated to the financial side:

5.2.1.1.6 Responsible image handling

Just as the player agrees to behave responsibly towards the brand of the team they are under, the organization itself is also bound by law and ethics to not defame and discredit current or past players publicly. They are also under the moral obligation to respect the personal boundaries off the player when it comes to creating media content, to a reasonable standard – some players in the industry do actually have in their contract clauses that prevent the organization from subjugating them to activities outside of their comfort zone, when it comes to appearing in the public eye.

5.2.1.1.7 Consulting the player

The organizations usually are contract-bound to consult players regarding issues or changes affecting them, meaning if for example an organization wants to change or replace a player from the roster, they must at least warn all of the other players in advance, and even take into consideration their feedback. This type of clause has become more prevalent, since organizations in Esports are known for sometimes making controversial changes, when not everyone that is playing is on board, generating animosity and poorer performance from the team, in the long term; If you are superstar player in the scene, and the organization you want to join promises you a set of players you enjoy playing with around you, only to sometimes months later to scrap the whole idea of the roster, you would feel frustrated, even mislead (opinion of Igor Bornebusch).

5.2.1.1.8 Bootcamp facilities and expenses

Most organizations belonging to the first echelon of competition ensure their players are provided bootcamp facilities, coming alongside services necessary to running successful bootcamps:

Catering, cleaning, psychological aid, physical aid, to name a few. These facilities' conditions and equipment must operate at the industry standard, in order to make the transition between online and LAN play smoother, serving as an adjustment place and period, because bootcamps are usually done right before big LAN events or leagues.

5.2.1.1.9 Technical and personal aid

As mentioned previously, organizations ensure that the know-how of anything that belongs outside of the server when players are involved is provided under accessible form towards the athlete. This means that, for example, if a player does not know how to set up stream, or advertise on social media, the organization usually helps them through employees specializing in those specific fields that are contracted by the company.

5.2.1.1.10 Athlete health benefits

The organizations who have experts within their ranks in the fields of psychology, physical condition or nutrition usually enlist these people to be available to the player on demand. These external activities sometimes become obligation for the player even, some orgs demanding players subscribe to a lifestyle they see fit for athletes, at least in bootcamp and event periods.

One example that I was allowed to give for an organization that is notorious for trying to control lifestyle choices of their players is Fnatic, who, for example, do not allow their competitors to consume any food that can be labeled as fast food, and who, at least of their League of Legends team, used to travel with their nutritionist. North, a previously active Danish organization representing FC Copenhagen in the space of Esports, was also known to be very demanding when it comes to the activity levels and routines of their players, almost to the point of burnout. (Some information on the topic is available in Thorin's Reflections interview with professional player, Philip "aizy" Aistrup, who was part of the organization).

5.2.1.1.11 Mutually beneficial and non-exploitative attitude

The organization agrees to act in the player's best interest contractually, as long as the interest of both them and the player align at least to a point where compromise can be made. This does not mean that the organization will be bound contractually to behave towards fulfilling unreasonable interests of the player, on the business front. Instead, although the nature of such clause is interpretable, the organization promises to work together with the athlete to the end of their contract, even if the relationship has depreciated to a point where collaboration is impossible.

5.2.2 Affected parties (TOs, governments)

In addition to the obligations to the player, organizations need to fulfill at least equally vast demands from external parties. For the purpose of staying within the scope of the research, they will only be mentioned briefly.

An organization, usually through the team's manager, must be in contact and mediate between tournament organizers and players. This means that the organization is responsible towards both parties, but especially to the event runner that their team attends the event in the form agreed upon, respects the tournament ruleset, behaves responsibly towards the brand of the event runner and honors all of their outside-the-server duties (media and content days, attending briefing meetings).

An organization is usually acting as the tutor responsible for a player's actions, at least when it comes to regulating entities like ESIC enforcing punishment for unfit inside the server behavior (cheating). This means that the means of communication channels between organizations and authoritative entities (both Esports endemic and non-endemic, like governments) must be open, and that they must collaborate with investigations or inquiries as an objective party, in the potential case the athlete has broken any laws.

Relatedly, the organization must ensure all of the legal help when it comes to players acquiring travel visas, although often times these particular clauses do not involve any punitive measures for the organizations in the eventuality that they do not uphold their promise.

In some cases, organizations also agree to act as the player's accountant, in the eventuality they agree and are not part of an agency or have someone responsible for the duty already. This means that on occasion, the organization will be behaving just as a common employer, by making sure taxes and contributions are paid; This happens more in cases when both the players and the organization's operating countries coincide, because it is more likely for the company to be accustomed to local legal requirements.

5.3 Duration and termination

Finally, the part that is perhaps the most influential in a contract and consists in the most inside and outside the company leverage, is how long a contract lasts and what are the conditions for its termination, from both parties.

In the CS:GO space, just as in traditional sports, the industry practice is that contracts are signed on a pre-determined and agreed upon time period, at the end of which, unless negotiated otherwise (extension), the contract is terminated. The usual duration of the contracts however is varied, but as a general rule, the higher up in the level of competition and the more established players get, the longer the time period the organization aims for, when drafting contracts. For example, a well-known athlete competing in the first division of play can expect to be offered contracts starting from one year, all the way to five years, with most being between the one and three range. At the lower levels of play however, players can expect shorter-term contracts, because of the riskier nature of signings and the more significant financial impact such decisions generate, if they prove out to be faulty. (Between three and twelve months is the norm, with anything lower than the three-month mark being considered as a “trial” period, in the eyes of organizations).

As for the termination, this process is usually initiated by one of the parties, either who is unsatisfied with how the other uphold their end of the bargain (organizations tend to have more contractual leverage in terms of leeway), or if a transfer or a buyout has been agreed upon both externally and internally. In most professionals’ contracts, there will be stipulations that allow the organization to pull out of the agreement, for example, in the instance of clear breach of contract from the player, like conflicts of interest with other teams or reputational damage, but even injury that prevents playing indefinitely, as insensitive as that may appear. Because of the variability in tracking performance, and gaging the overall value of an athlete, these clauses are often at the full discretion of the employer. However, the payers also have clauses that allow them to back down, such as if the organization also fails to deliver on contractually promised stipulations (like not paying salary on time).

6 Conclusions

To summarize all of the above, the CS:GO space and its contractual routines evolved significantly since the beginnings of the Esport, and especially since the beginning of the industry as a whole, it has been serving as a pioneer testing ground for learning what works and what does not. Naturally, much inspiration has been taken from traditional sports, but it is nonetheless satisfactory to overview the progress that has been made, through all of the hardships presented, some of which are the mentioned infamous scandals.

Next, since perspective has been gained upon the past, one can find some speculations made by experts about the future, more specifically, regarding multiple critical points mentioned in this thesis, where CS:GO is likely to improve and where progress is needed, and alongside, I, the author, will present my own thoughts as a conclusion.

First, perhaps the most important subject for the community, is the salary market of the CS:GO scene. Because of the way the space was constructed, displayed previously under different topics regarding the possible revenue streams for players, experts such as Duncan Shields, Richard Lewis, Alex "Mauisnake" Ellenberg and Christopher "MonteCristo" Mykles predict a significant future downscale in how much the players are paid in the form of salary, stating financial unsustainability for the organizations as the main reason. Currently, according to their business records available publicly (seeing as all organizations at the highest level are listed companies), none of the currently top 20 ranked organizations except Ence and Copenhagen flames have registered profit in any of the past 3 years, with their funds coming from sponsors and the influx of new investors coming to the space being sold the promise of the immense potential of the industry. The only arguments against this prediction that have arisen from the hivemind in the community, are that in League of Legends, salaries are even higher, and that the ecosystem has survived the "COVID era" (the two-year period where a lot of companies worldwide downsized and cut costs). Those arguments can easily be debunked however by looking at how League of Legends professionals solely rely on monthly salaries as their main income, as opposed to CS:GO professionals, who have available some other revenue streams; and by looking more introspectively at the sacrifices organizations made to survive the pandemic financially, where mostly everywhere, the companies either significantly downsized and cut personnel entirely from non-vital departments, or bled cash from their reserves; One can simply look at the NiP sticker money scandal, or at the releases made by Astralis saying that everyone from the organization would be taking a thirty

percent pay-cut, and it can clearly be seen that the two-year period has not been easy on the industry, therefore it can not be said that it flourished financially just as it has been.

Alongside the inevitable salary implosion, one must also mention the volatility of the tournament organizing space, more specifically the effective monopoly of ESL, currently holding over 75% of the playing calendar with their leagues and events, with the remaining percentage being held by BLAST and only a few smaller event runners worth mentioning, like Relog media and Elisa Esports. As a parallel, League of Legends and Valorant are also under a monopoly of their developer, Riot games, who handles the entirety of their professional circuits, at least at the first tier of competition. However, comparatively to Riot that is delegating the running of the events to third parties, working under their brand, CS:GO's tournament organizers are not connected to Valve in any way, and are at the moment of writing, operating at heavy yearly loss, having only survived because of the deals they made with investors (the Savvy gaming group, an investment fund ran by the Saudi Arabian government and the UAE, in the cases of ESL-Faceit and Blast, respectively). This further speaks in favor of the idea that "the bubble will burst", in the words of Richard Lewis, who believes that the deflation of the, in his belief, artificially huge Esports industry is imminent and inevitable.

Moving away from the financial side, seeing as scandals such as these presented in the thesis keep arising on a weekly basis seemingly, from match fixing accusations to conflicts of interest, it is undoubtably true that the CS:GO space is in heavy need of better-funded and more efficient Governing bodies, that would need to anchor themselves into the space more strongly, in order to gain the necessary authority. It is very likely that in the following years, both generalist entities like ESIC and focused entities like player agencies will scale upwards, adopting more and more from the working practices of sports, where applicable. This will likely elevate the status and leverage players have, in report with organizations, because although it is now much more balanced than let's say, two years ago even, the space still has not reached a point where players from all levels are treated fairly and equally in their contracts.

Although the space is still inhabited by a lot of wrong-doers that migrated from other industries, "to make a quick buck", in the words of Duncan Shields, their impact will be felt only in the pace of the growth. The analyst's vision, although slightly pessimistic, is still hopeful, to the extent that he himself thinks he will be involved in a flourishing CS:GO scene five years from now. Just like the past generation of journalists, like Richard Lewis or Adam Fitch, others will "take on the mantle" and advocate for right morals and principles through integer journalistic work, exposing the flaws of the space and running out the conmen.

In my opinion, because the space is evolving, it must go through all the maturing steps; it must be confronted with as many and diverse issues as possible, just as it has been so far, when undergoing the evolution presented in this thesis. My outlook on the future of the Esport is therefore, really positive, not because I do not share the experts' concerns, but because I believe there is enough passion in all faucets of the industry, that eventually solutions will be found for all the problems, and ingenuity is something CS:GO has shown in abundance, when comparing its history, for example, to competitor Esports. I have no doubt contracts across the scene will look entirely different in a very short time, and this is why the accuracy of this thesis has an expiration date, and, in my opinion, why it only serves as a "radiography" of the space as it is now, at the beginning of 2023.

To finalize, having answered the initial research question of "what are the responsibilities and obligations of CS:GO Professional players?" to the best of my ability, provided with the rather rudimentary sources cited across the piece, I can only reflect on what I could have done better: I believe the thesis has plenty of flaws, the lack of illustration and imagery, the occasional lack of provable sources, the attention to detail being compromised upon in exchange of readability and clarity, to name only a few. However, I do think that the material presented provides even unadvised readers with enough value, and the structure makes it easily accessible for further investigation by future researchers, perhaps conducted by future Esports students even, who will be able to use the information in the thesis as a basis when coming up with their own research topics.

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