



Legal Protection for Underage E-sports Athletes in Employment Contracts within the E-sports Industry under Labor Law

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ABSTRACT

The rapid development of the *e-sports* industry in Indonesia has given rise to a new phenomenon involving underage athletes in contractual relationships with professional *e-sports* organizations. This study examines the legal protection afforded to underage *e-sports* athletes under Law Number 13 of 2003 concerning Manpower as amended by Law Number 11 of 2020 concerning Job Creation, while also analyzing the legal consequences arising from the placement of underage athletes within *e-sports* organizations, particularly the provisions of Articles 68-74 which prohibit the employment of children in heavy, hazardous, or work exceeding the minimum age limit. This research employs a normative juridical method with statutory and conceptual approaches, supported by library research encompassing primary, secondary, and tertiary legal materials. The findings reveal significant normative gaps in Indonesian labor regulations, wherein existing provisions have not comprehensively accommodated the distinctive characteristics of the *e-sports* industry as a digital economic sector. Employment contracts applied within the *e-sports* industry frequently fail to satisfy the legal capacity requirements prescribed under civil law and have not adequately guaranteed the fundamental rights of child athletes, including limitations on working hours, the right to education, and social security entitlements. This study recommends the establishment of specific regulations that are responsive to the dynamics of the *e-sports* industry in order to achieve legal certainty and comprehensive protection for child athletes as vulnerable legal subjects.

INTRODUCTION

The e-sports industry has experienced significant growth over the past two decades and transformed into part of the global digital economy. E-sports is no longer viewed simply as entertainment, but has evolved into a professional industry sector involving tiered competitions, league systems, commercial sponsorships, and employment contracts between athletes and e-sports organizations. This phenomenon is also occurring in Indonesia, with the increasing number of national and international tournaments, the growth of professional organizations, and the growing interest of the younger generation in e-sports as a career choice. This situation raises new legal issues, particularly when athletes recruited and contracted by e-sports organizations are still minors.

In practice, e-sports organizations tend to scout and develop talent from an early age to gain a competitive advantage. Child athletes are involved in intensive training programs, participate in competitions with tight schedules, and are bound by written agreements that outline rights and obligations similar to those in employment. However, the legal structure of the relationship between child athletes and e-sports organizations remains controversial, particularly regarding their status as workers under the Employment Law. On the one hand, the contract demonstrates elements of employment, wages, and responsibilities; on the other hand, the athletes' age, which is not yet fully legally competent, raises questions about the validity of the contract and the legal protection of children as legal subjects.

Normatively, Law Number 13 of 2003 concerning Manpower regulates restrictions on child labor, including a prohibition on employing minors, with certain strict and limited exceptions. These provisions are essentially intended to protect children's best interests from economic exploitation. However, these regulations do not explicitly accommodate the digital-based, flexible, and often cross-border characteristics of the e-sports industry. As a result, there are normative gaps in the application of labor law to child e-sports athletes, particularly regarding working hours, the right to education, social security, and adequate oversight mechanisms.

The phenomenon of child e-sports athletes can also be observed in a number of cases that have garnered public attention. One frequently discussed example is Rasyah Rasyid, a Free Fire athlete widely known for his achievements with the EVOS organization. The young athlete's participation in high-level competitions and his involvement with a professional organization demonstrates that the established legal relationship is no longer informal. While these achievements are commendable, the involvement of children in professional employment contracts raises questions about the extent to which labor law and child protection provisions have been consistently applied in the e-sports industry.

From a global perspective, the e-sports industry is increasingly understood as a form of professional work in the digital economy, yet it still faces uncertainty regarding the legal status of athletes, whether they are positioned as workers or simply as competition participants. This ambiguity impacts the weak protection of athletes' economic and social rights, particularly young athletes bound by contractual relationships with e-sports organizations. Nationally, Indonesia faces

similar challenges, with the added problem of the lack of specific regulations governing e-sports as a distinct form of employment. Therefore, this study is relevant for positioning national practices within a global development framework.

The importance of this research is based on the need for legal certainty and protection for child athletes involved in the e-sports industry. Without a clear legal basis, child athletes potentially suffer losses, both in terms of employment rights and development rights. Furthermore, e-sports organizations also need clear legal guidelines to ensure that their contractual practices do not conflict with applicable laws and regulations.

Previous studies generally discuss e-sports from the perspective of child protection or sports law in general, without prioritizing the Labor Law as the primary focus of analysis. Furthermore, studies specifically examining employment contracts for child e-sports athletes in Indonesia are still relatively limited. Thus, there is a research gap in the form of suboptimal legal analysis of the application of labor norms in child e-sports athlete contracts. The novelty of this research lies in its approach, which emphasizes the analysis of the Labor Law and contractual practices in the e-sports industry, with a case study of child athletes in Indonesia. It is hoped that it will provide conceptual and practical contributions to the development of labor law in the digital economy era.

LITERATURE REVIEW

Conceptual Framework

The conceptual framework in this research is structured as a conceptual construct that illustrates the logical flow of scientific thought processes to address the main problems that are the focus of the study. As normative legal research, this framework is not merely descriptive in nature, but rather serves as an analytical instrument to explore, understand, and evaluate applicable legal norms in relation to the realities of the e-sports industry in Indonesia, particularly regarding the legal standing of underage athletes in employment contracts.

The rationale behind this framework is based on the gap between *das sollen* and *das sein*, namely the legal provisions that should apply and the actual conditions that occur in the field. Law Number 13 of 2003 concerning Manpower, as amended by Law Number 11 of 2020 concerning Job Creation, has established a number of strict restrictions on child labor. However, in the rapidly growing e-sports industry, these provisions have not been fully and consistently implemented, primarily due to the lack of sectoral regulations that specifically accommodate the characteristics of e-sports as a competition-based digital economic activity.

To comprehensively and deeply understand this issue, this research employs a multi-layered approach that combines the Theory of the Rule of Law (Hans Kelsen), the Theory of Employment Relations (Imam Soepomo), the Theory of Agreement (Subekti) with the principle of consensualism, the Theory of Ability to Act (R. Wirjono Prodjodikoro), the Theory of Worker Protection (Imam Soepomo), and the Theory of Legal Justice (Gustav Radbruch). These six theories are not used in isolation but are systematically integrated to form a systematic and mutually supportive argumentative structure.

This conceptual framework serves as a common thread connecting each section of the research, from the background of the problem, the problem formulation, the theoretical basis, the analytical results, to the policy recommendations. Thus, this research does not stop at the level of mere normative description but goes further, formulating ideas for legal reform that are responsive to the challenges of the e-sports industry in the digital economy era.

A. Theoretical Basis

- **Rule of Law Theory (Hans Kelsen)**
Hans Kelsen, in his *Pure Theory of Law*, views law as a hierarchically structured system of norms, where each norm derives its validity from a higher norm, culminating in the *grundnorm*. In this context, the validity of child e-sports athletes' employment contracts must comply with applicable laws and regulations, particularly labor and child protection laws. Any clauses that contradict these norms are void. Therefore, this theory is used as the basis for assessing the normative validity of contracts in the e-sports industry.
- **Employment Relationship Theory (Imam Soepomo)**
According to Imam Soepomo, an employment relationship is characterized by three main elements: work, wages, and orders. The element of orders reflects the subordination of the worker to the employer. In e-sports practice, the organization of training, competition participation, and organizational control over athletes demonstrate the fulfillment of these elements. The relationship between athletes and e-sports organizations can be qualified as an employment relationship and therefore subject to the provisions of labor law.
- **Contract Theory (Subekti)**
According to Subekti, a contract arises from an agreement between the parties, but its validity must meet the requirements of Article 1320 of the Civil Code, namely agreement, capacity, a specific object, and a lawful cause. In the context of child e-sports athletes, this theory is used to test whether an employment contract meets the requirements for a valid agreement, particularly regarding freedom of will and compliance with the law.
- **Capacity to Act Theory (R. Wirjono Prodjodikoro)**
According to Prodjodikoro, there is a difference between legal authority and capacity to act. Minors, in principle, do not have full legal capacity and therefore require the consent of a parent or guardian to perform legal acts. Therefore, employment contracts involving child athletes must meet this consent requirement to avoid legal inadequacy.
- **Worker Protection Theory (Imam Soepomo)**
This theory asserts that labor law aims to protect workers as the weaker party. In the context of child e-sports athletes, this vulnerability is heightened due to age and dependence on the organization. Therefore,

protection that encompasses economic, social, and educational sustainability aspects is needed to prevent potential exploitation.

- Theory of Legal Certainty and Justice – Gustav Radbruch

Gustav Radbruch argues that the law must reflect three basic values: justice, utility, and legal certainty. In the e-sports industry, the lack of specific regulations creates legal uncertainty and potentially disregards justice for child athletes. This theory serves as an evaluative basis for assessing the balance of these three values in existing practices, as well as providing a basis for recommendations for legal reform.

B. Previous Research

To demonstrate the novelty of this research, two previous studies relevant to the topic of legal protection for underage e-sports athletes in employment contracts were reviewed.

The first study was conducted by I Putu Setya Agung (2021) in an article entitled "The Validity of Employment Relationships Between e-sports Companies and Underage e-sports Athletes." This study used a normative juridical method with a statutory, conceptual, and case study approach. Its primary focus was analyzing the validity of employment relationships between e-sports companies and underage athletes, emphasizing the need for parental or guardian involvement and the fulfillment of the elements of an employment relationship (order, work, and wages). Agung concluded that such employment relationships are legally valid if they meet the aforementioned requirements and involve the role of parents/guardians. However, this study is still general in nature and does not in-depth examine the normative gaps in the application of Articles 68-74 of the Manpower Law after its amendments through the Job Creation Law, particularly the flexible and digital characteristics of the e-sports industry.

The second study by Muharrir Muharrir, Suhariningsih, and Budi Santoso (2024) in an article entitled "Legal Protection of Underage E-sports Players Related to Employment Agreements with E-sports Companies" aims to analyze the legal protection provisions for underage e-sports players related to employment agreements with e-sports companies. Using a normative approach, the study provides an overview of protection aspects from the perspective of employment agreements and children's rights. However, this study does not make the Employment Law the primary focus of analysis, particularly in the context of regulatory gaps following the amendments to the Job Creation Law and their integration with child protection principles in Indonesia.

Based on these two previous studies, this study offers significant novelty. Previous research has tended to address issues of contract validity or general protection without prioritizing the Employment Law as a central analytical tool, particularly in examining the normative gaps in Articles 68-74 and the legal consequences of placing child athletes in the e-sports industry. This research addresses this research gap with a more comprehensive, integrated juridical-normative approach with the Child Protection Law, and formulates policy recommendations that adapt to the dynamics of the digital economy. Thus, this

research not only describes the problem but also provides conceptual and practical contributions to the development of labor law in the e-sports industry.

METHODOLOGY

A. Type of Research

The type of research used is normative legal research. Normative legal research emphasizes the study of legal principles as written in laws and legal doctrine, without involving field research or empirical data. This type of research was chosen based on the juridical nature of the problem formulation, namely regarding the compliance of employment contracts for underage e-sports athletes with the provisions of the Manpower Law and the legal consequences of placing underage athletes in e-sports organizations.

Using a normative approach, this research is able to produce an in-depth analysis of the *ius constitutum* and provide recommendations for legal matters relevant to the dynamics of the digital economy.

B. Type of Research Approach

This research uses a normative juridical approach as its primary foundation. This normative juridical approach was chosen because this research aims to examine and analyze positive legal provisions governing the protection of child labor in the context of employment contracts in the e-sports industry. Through this approach, researchers conducted an in-depth examination of the norms contained in Law Number 13 of 2003 concerning Manpower, as amended by Law Number 11 of 2020 concerning Job Creation, particularly Articles 68-74, and their relationship to Law Number 35 of 2014 concerning Child Protection.

Furthermore, the research adopted a statutory approach to interpret legal provisions grammatically, systematically, and teleologically, and a conceptual approach to outline the concepts of employment relationships, capacity to act, and the validity of agreements as developed in legal doctrine. These two approaches complement each other, enabling the research to uncover normative gaps while providing concrete legal solutions oriented toward the best interests of children.

C. Data Sources

The legal materials in this research are divided into three categories: primary, secondary, and tertiary legal materials. Primary legal materials include the 1945 Constitution of the Republic of Indonesia, Law Number 13 of 2003 concerning Manpower as amended by Law Number 11 of 2020 concerning Job Creation, Law Number 35 of 2014 concerning Child Protection, and the Civil Code, which regulates the legal requirements for contracts. Secondary legal materials consist of labor law textbooks, national and international scientific journal articles, and expert opinions relevant to the theme of employment contracts and child protection in the e-sports industry. Tertiary legal materials include legal dictionaries and encyclopedias, which are used to clarify technical legal terms.

RESULT AND DISCUSSION

A. Compliance of Child E-sports Athletes' Employment Contracts with the Manpower Law

Description of Legal Norms

The normative basis for child labor protection in the Indonesian legal system is structured hierarchically and mutually supporting. The main starting point is Article 28B paragraph (2) of the 1945 Constitution of the Republic of Indonesia, which guarantees every child's right to survival, growth, and development, and protection from violence and discrimination, including economic exploitation. This constitutional mandate was then operationalized through Law Number 13 of 2003 concerning Manpower, as amended by Law Number 11 of 2020 concerning Job Creation.

Article 1, number 26 of the Manpower Law defines a child as any person under the age of 18. This definition is universal and recognizes no exceptions based on industrial sector or type of employment. Based on this definition, all e-sports athletes under the age of 18 are expressly included in the scope of subjects receiving special protection. Article 68 further prohibits employers from employing children, while Article 69 provides a limited exception for children aged 13 to 15 for light work, subject to cumulative and non-derogable conditions: written consent from a parent or guardian, a maximum work duration of 3 hours per day, work outside of school hours, guaranteed occupational safety and health, and no disruption to the child's physical, mental, or social development.

Article 74 paragraph (1) expressly prohibits anyone from employing children in the worst forms of work, defined in paragraph (2) as any work that endangers the child's health, safety, or morals. This provision is reinforced by Law Number 35 of 2014 concerning Child Protection, specifically Article 76I, which prohibits the economic exploitation of children. At the civil law level, Article 1320 in conjunction with Article 1330 of the Civil Code stipulates that minors are not competent to enter into agreements independently. Therefore, any employment contract involving child athletes must obtain parental or guardian approval as a subjective requirement for its validity.

Legal Problem Analysis

When the above norms are confronted with current practices in the Indonesian e-sports industry, three categories of structural normative tensions are found. First, there is a legal vacuum at the sectoral level: there is no provision in the Manpower Law that explicitly regulates digital-based competitive activities as a form of employment subject to the employment regime. As a result, e-sports organizations are free to construct their relationships with child athletes within the framework of "partnerships" or "sponsorship agreements" that formally avoid employer obligations, even though they materially contain all the elements of an employment relationship: work, wages, and subordination through the instructions of coaches and management. Second, there is a lack of clarity regarding the measurement of working hours in the digital environment. The Manpower Law does not define whether online scrimmage sessions, intensive game-based training, or participation in online tournaments that last until late at night can qualify as "working hours" within the meaning of Article

69 paragraph (2). This ambiguity directly cripples the protection mechanisms designed by lawmakers, as exceeding work time limits cannot be detected and prosecuted without a measurable definition.

Third, there is a conflict of norms between the principle of freedom of contract in civil law and the *ius cogens* child protection norm in public law. A number of e-sports contracts contain exclusivity clauses, penalties for unilateral termination, and competition obligations with schedules that disregard the athlete's educational interests; these clauses substantially contradict Article 74 of the Manpower Law and Article 76I of the Child Protection Law.

Theoretical Approach and Legal Interpretation

Within the framework of the Contract Theory developed by Subekti, the validity of a contract is not determined by the presence or absence of a signature, but rather by the substantial fulfillment of all the requirements in Article 1320 of the Civil Code. For child athletes who are in a structurally weak bargaining position due to age, economic dependence, and minimal legal assistance, there are indications that the agreement contained in the contract does not fully represent free will. This condition, in the doctrine of contract law, can be categorized as a defect of will due to an imbalance of position.

Through a grammatical interpretation of Article 1 number 26, the phrase "every person under the age of 18" leaves no room for interpretation that allows for exceptions based on profession or industrial sector. Through a systematic interpretation, Articles 68 to 74 of the Manpower Law must be read in conjunction with Article 59 paragraph (1) letter a, which regulates fixed-term employment agreements, Law Number 35 of 2014, and the UN Convention on the Rights of the Child, which has been ratified by Indonesia, forming a multi-layered system of protection that cannot be interpreted fragmentarily. Through a teleological interpretation, the purpose of establishing child labor protection provisions is to prevent exploitation and ensure that children's involvement in the economy does not compromise their rights to growth, education, and health—goals that remain relevant in the context of the e-sports industry.

The principle of *lex superior derogat legi inferiori* asserts that contractual clauses that contradict statutory provisions as higher and public norms are not binding. The principle of substance over form in employment jurisprudence requires legal authorities to assess the substantive nature of legal relationships, not merely their formal labels.

Affirmation of the First Problem Statement

Employment contracts in the Indonesian e-sports industry do not provide legal protection in accordance with the provisions of the Manpower Law. These inconsistencies are substantive: they include the absence of parental or guardian consent as a requirement for a valid contract, non-compliance with working hour restrictions as stipulated in Article 69, minimal social security and the right to education, and the absence of a supervisory mechanism capable of addressing the digital nature of this industry. The gap in sectoral regulations is at the root of all these protection gaps.

B. Legal Consequences of Placing Minor Athletes in E-sports Organizations

Description of Legal Norms

Examining the legal consequences of placing child athletes in e-sports organizations requires a cross-sectional reading of interrelated normative regimes. In the realm of civil law, Article 1320 in conjunction with Article 1330 of the Civil Code stipulates that agreements made by incompetent parties, including minors, contain subjective defects and are therefore voidable, as affirmed in Article 1446 of the Civil Code, which grants the parent, guardian, or the child the right to cancel upon reaching adulthood. Unlike an agreement that is void from the outset, a contract that remains in effect until its cancellation is requested creates prolonged legal uncertainty for both parties.

In the context of labor law, Article 185 paragraph (1) of the Manpower Law imposes a minimum prison sentence of one year and a maximum of four years, and/or a fine of at least IDR 100,000,000.00 to a maximum of IDR 400,000,000.00 for anyone violating Article 74 concerning the prohibition of the worst forms of child labor. Meanwhile, Article 76I in conjunction with Article 88 of Law Number 35 of 2014 concerning Child Protection imposes a maximum prison sentence of ten years and/or a maximum fine of IDR 200,000,000.00 for perpetrators of economic exploitation of children. These penalties are significantly more severe and stand alone as separate offenses within the child protection legal regime.

Legal Problem Analysis

Although a normative framework for sanctions is in place, its effective implementation faces serious structural obstacles. First, there is a legal vacuum at the technical-operational level. There is no labor inspection protocol specifically designed to monitor employment relationships in a digital environment. Labor inspectors lack standard guidelines for assessing whether children's e-sports activities constitute a violation of Article 74, given the lack of a legal definition of "digital working hours" as a benchmark.

Second, unclear norms arise in determining who bears legal responsibility in the e-sports ecosystem, which involves multiple actors: management teams, sponsoring companies, athlete agents, and tournament organizers. This fragmented structure creates a situation where legal responsibility may not be fully assigned to any single party, even though all parties collectively contribute to conditions detrimental to child athletes.

Third, jurisdictional conflicts arise in the context of international competitions. Global e-sports tournament organizers based outside Indonesia are not subject to the provisions of the Indonesian Manpower Law or Child Protection Law, while participating child athletes remain under the jurisdiction of national law. The absence of bilateral agreements or international legal frameworks for digital child labor protection leaves this jurisdictional gap without an effective mechanism to close.

Theoretical Approach and Legal Interpretation

Imam Soepomo's Theory of Worker Protection asserts that labor law arises precisely from the imbalance between workers and employers that cannot be resolved solely through market mechanisms. In the context of child e-sports athletes, this imbalance is compounded. In addition to the economic factors

common in employment relationships, there is the age dimension that places children in a legally incapable position of fully understanding and asserting their rights. This situation demands active and preventative state intervention, not merely reactive.

Gustav Radbruch's Theory of Legal Certainty provides an appropriate evaluative framework. Laws that fail to provide certainty for the most vulnerable subjects lose their substantive legitimacy. When child athletes cannot be certain of their rights, and when e-sports organizations cannot be certain of their obligations, the resulting state of legal certainty is not merely a matter of legislative technicalities but a failure of the legal system to realize one of its fundamental objectives.

Through a grammatical interpretation of Article 185 paragraph (1), the phrase "whoever" encompasses any legal entity, including limited liability corporations that manage e-sports organizations. Therefore, criminal liability can be imposed not only on individual administrators but also on corporate legal entities. Systematically, the sanctions in the Employment Law must be read in conjunction with Article 88 of the Child Protection Law, and in the event of overlap, the principle of *lex specialis derogat legi generali* directs the application of the more specific and protective provisions. Teleologically, the purpose of sanctions is three-dimensional: retributive to the violators, preventive action against other potential perpetrators, and restorative action against the child's rights that have been violated.

Affirmation of the Answer to the Second Problem Statement

Placing underage athletes in e-sports organizations without fulfilling normative requirements has multidimensional and cumulative legal consequences: (a) in the civil realm, the contract contains a subjective flaw, *vernietigbaar*, based on Article 1446 of the Civil Code, which can result in cancellation and the obligation to restitute; (b) In the criminal realm, employers or organizational managers may be subject to sanctions under Article 185 of the Employment Law and/or Article 88 of the Child Protection Law, with cumulative penalties; and (c) in the administrative realm, there is the potential for revocation of business permits and the obligation to pay compensation. The first two categories can be applied simultaneously without prejudice to one another.

Research Findings

A synthesis of the legal analysis conducted yielded three main interrelated findings. First, the Indonesian labor law system experiences a legislative lag, lagging behind the pace of industrial development, resulting in the absence of sectoral provisions that explicitly accommodate e-sports as a form of digital employment. This does not mean that child athletes are beyond the reach of the law, but enforcing existing protections requires a complex interpretation and is potentially inconsistent among law enforcement officials.

Second, the legal consequences available normatively, whether civil, criminal, or administrative, cannot be effectively implemented without updated oversight mechanisms that adapt to the digital characteristics of the e-sports

industry. The availability of sanctions norms without adequate enforcement instruments creates a substantively weak law, despite its formal appearance.

Third, the absence of specific e-sports regulations does not result in an absolute legal vacuum: through systematic and teleological interpretation, the norms of the Employment Law and the Child Protection Law can be applied to legal relations in the e-sports industry. However, the sustainability of this interpretive approach depends on the consistency of jurisprudence and the courage of interpretation from law enforcement officials, two things that cannot be relied upon as a substitute for the certainty of explicitly written regulations.

CONCLUSION AND RECOMMENDATION

Responding to the Employment Law as amended by Law Number 11 of 2020. These discrepancies are substantive and multi-layered: the absence of parental or guardian consent as required by Article 1330 of the Civil Code, which states that minors are considered incompetent to enter into an agreement; the non-fulfillment of working hour restrictions in Article 69 of the Employment Law, which stipulates that children aged 13-15 may only perform light work with a maximum working time of 3 hours per day and must not interfere with the child's schooling or health; the absence of social security; and the lack of a first problem formulation, the employment contracts applicable in the Indonesian e-sports industry do not provide legal protection in accordance with the provisions of Law Number 13 of 2003, including a clause protecting the continuity of children's educational rights. The absence of sectoral regulations that accommodate the digital characteristics of the e-sports industry is the root of all these normative gaps, which in turn are exploited by industry players to avoid employment obligations through the construction of "partnership" relationships that are still materially employment relationships. To address the second problem, placing underage athletes in e-sports organizations without fulfilling normative requirements has cumulative and multidimensional legal consequences. From a civil perspective, contracts containing subjective defects can be voided based on Article 1446 of the Civil Code, which states that agreements entered into by minors can be voided due to incompetence. From a criminal perspective, e-sports organization managers are potentially subject to Article 185 of the Manpower Law, which regulates criminal sanctions for employers who violate child labor provisions, including violations of Article 69 concerning restrictions on children's working hours, which carries a prison sentence of 1 to 4 years and/or a fine. Furthermore, cumulatively, they can be subject to Article 88 of Law Number 35 of 2014 concerning Child Protection, which stipulates criminal penalties for anyone who commits economic and/or sexual exploitation of children, with even more severe penalties. From an administrative perspective, there is the potential for revocation of business licenses and the obligation to compensate injured parties. Overall, this study confirms that the Indonesian legal system already has a normative foundation that can be applied to legal relations in the e-sports industry through systematic and teleological interpretation. However, the adequacy of legal protection for

child e-sports athletes remains inadequate at the operational level, due to the lack of explicit sectoral regulations, oversight mechanisms that are not yet adaptive to the digital environment, and the fragmentation of legal responsibilities within the complex industry ecosystem. This situation urges the creation of specific regulations that comprehensively integrate the principles of child protection, labor standards, and the unique characteristics of the e-sports industry as a manifestation of the state's commitment to ensuring legal certainty, justice, and benefits for all legal subjects involved, especially the most vulnerable child athletes.

Recommendation

First, legislators. It is hoped that this will be able to formulate sectoral regulations that can specifically regulate the e-sports industry by integrating the principles of child protection, employment, and the characteristics of the digital industry, including regulations regarding age limits, parental or guardian consent, limitations on working hours, social security, and continuity of education. Second, through relevant government agencies it is necessary to strengthen adaptive monitoring mechanisms for the digital ecosystem, so that it can be ensured that work relationships in the e-sports industry are not disguised in the form of partnerships that are detrimental to child labor. Third, e-sports industry players are also expected to be able to draw up work contracts that comply with positive legal provisions, and prioritize the protection of children's rights, including in the aspects of education and welfare. Fourth, parents or guardians of e-sports athletes need to play an active role in supervising and understanding the legal implications involved with children in this industry. Finally, it is recommended for future researchers to use an empirical approach to complement normative studies, so that they can provide a more comprehensive picture of the practice and effectiveness of legal protection for child e-sports athletes in Indonesia.

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