

# Application of the Principle of Freedom of Contract and the Principle of Good Faith in the Procurement Contract of E-sports Players between PT Raynar Kreatif Indonesia and the Players

Hardika Rafi Nur Hidayatullah<sup>1\*</sup>, Ery Agus Priyono<sup>2</sup>, Bambang Eko Turisno<sup>3</sup>  
{hardikaambon@gmail.com<sup>1\*</sup>, [eap.fh.undip@gmail.com](mailto:eap.fh.undip@gmail.com)<sup>2</sup>, Bambang.eko.turisno@live.undip.ac.id<sup>3</sup>}

Faculty of Law, Diponegoro University, Semarang, Indonesia<sup>1,2,3</sup>

**Abstract.** The contract for the procurement of esports players between PT Raynar Kreatif Indonesia and esports players was made unilaterally and standardized by the management of the PT esports team. Raynar Creative Indonesia. Standard contract makers can determine the contents and terms according to their own wishes and interests. Based on this, the goal to be achieved in this study is to find out the application of the principle of freedom of contract in making e-sport player procurement contracts between PT. Raynar Creative Indonesia with players and to find out the application of the principle of good faith in making esports player procurement contracts between PT. Raynar Creative Indonesia with the players. This study uses a normative juridical approach that is carried out on secondary data with descriptive and analytical research specifications. The results of this study indicate that in the contract for the procurement of e-sport players between PT Raynar Kreatif Indonesia and the players, it can be said that e-sport players do not have freedom in making contracts because the contracts are made unilaterally and are standardized. Thus, the application of the principle of good faith in contracts is carried out with the principle of balance and the principle of proportionality. This can be seen from the exchange of rights and obligations between the parties that are balanced and in accordance with their respective proportions.

**Keywords:** Player Contract, E-sport, Freedom of Contract, Good Faith.

## 1 Introduction

In this day, the knowledge possessed by humans is growing rapidly. This makes the technology created by humans also growing very rapidly. This technological development has an impact not only on the health sector or the economic field but also on other fields such as the field sports. For example, the impact of technological developments on sports can be seen from the birth of electronic sports, commonly known as e-sports.

The development of technology has made many very sophisticated electronic devices appear so that sports can be done online. Technological sophistication is now making electronic devices have increased. Electronic devices that used to be only able to send messages and make calls can now also be used to play games. Games, in general, can be classified into two, namely offline games and online games. Offline games are games one person can only access because the machine used is not connected to a single network, namely the internet [1].

Online games are accessed online by many players using the internet network. Online games, such as mobile games, can also be accessed using their gadgets [2]. E-sports are carried out online through electronic devices such as cellphones, PlayStations, laptops, and computer devices with online games to implement their activities.

The birth of e-sports is a long history of developing world sports. Now e-sports is not only used for fun but has begun to have competed in world events and is considered a sport of achievement [3].

With the development of e-sports and the increasing number of people flocking to become professional e-sport athletes, now more and more e-sport team management are procuring e-sport players/athletes and competing to participate in e-sport competitions. Starting from the procurement of e-sports athletes by the e-sports team, there must be a contract between the e-sports team and the e-sports athletes who will be contracted [4]. One of the principles in making contracts is the freedom of contract, which triggers the emergence of standard agreements [5]. The principle of freedom of contract in it means that the parties are free to determine the content and form of the agreement. The other party only accepts or does not accept the agreement, from which the standard agreement arises. Contracts between the e-sports team's management and the contracted players are made by default. Contracts made by default are made by one party who is economically or psychologically strong, in this case, is the e-sports team itself, while the other party just agrees or rejects it, in this case, is the e-sport athlete who will be contracted [6]. Contracts made by default tend to be more profitable for the party making the contract and detrimental to the opposing party, as well as contracts made by the management of the e-sports team of PT. Raynar Creative Indonesia in procuring e-sport players. As stated in Article 14 paragraph 4 of the agreement made by PT. Raynar Kreatif Indonesia states that the player understands that he can only join another team 120 days after the termination of this agreement unless agreed in writing by Raynar. Judging from the article's contents, of course, this article is a standard clause made by the management of the e-sports team. Besides, the contents of the article seem to benefit the E-sports Team because it is in the interests of the e-sports team itself, and if the players don't. If you get approval from the e-sports team to join another team before 120 days after the termination of the agreement, the player will be harmed.

In addition to being guided by the principle of freedom of contract, the parties must also be based on the principle of good faith. In their development, standard contracts "get rid of" the principle of freedom of contract need to be controlled by a controller based on moral values and conscience, commonly known as good faith [7]. The doctrine of good faith in the process of negotiating and drafting contracts has been recognized through the decision of the Dutch Hoge Raad in the case of *Baris v Riezenkamp*, HR 15 November 1957, Nj 1958, 67. This decision states that the parties negotiating must be based on good faith [8]. Consequently, one party must pay attention to the interests of the other party in the contract [8]. Good faith is useful for avoiding abuse, creating justice, and controlling an agreement. PT. Raynar Creative Indonesia, in making this standard form of contract, must also pay attention to the principle of good faith by looking at the players' interests. From the description above, the problems that can be arranged include:

1. Is it in making the contract for the procurement of e-sport players between PT. Raynar Creative Indonesia and the players have implemented the principle of Freedom of Contract?
2. How to apply the principle of good faith in making contracts for procuring e-sport players between PT. Raynar Creative Indonesia with players?

## **2 Research Methods**

The approach method used in this research is juridical normative legal research that puts the law as a building system of norms. The norm system built is about principles, norms, rules from laws and regulations, court decisions, agreements, and doctrines (teachings) [9, 10]. The research specifications used in this study are descriptive-analytical. The data used in this study is secondary data, namely data obtained from library materials. The data collection technique used in this study to obtain secondary data is data collection using library research and document review. The method used in data analysis is the descriptive analysis method with deduction technique.

## **3 Discussion**

### **3.1 Application of the Principle of Freedom of Contract in E-sport Player Procurement Contracts Between Raynar Esports and Players**

#### **E-Sport Player Contract in PT Raynar**

Raynar Esport, in procuring players for his team, entered into a contract with the player who will defend his team. The player procurement contract is not without purpose. Still, the contract is used to bind players with management and clarify the status/position of players in the team, in addition to clarifying the rights and obligations of both parties, namely players and management, even more so in Article 8 paragraph (2 ) letter g Regulation of Indonesian Esports General Management No. 034/PB-ESI/B/VI/2021 Concerning Implementation of Esports Activities in Indonesia that the Indonesian Professional Esports Team is required to fulfill administrative requirements and achievement requirements, namely having a legal contract with Professional Athletes, so that it is clear The e-sports player plays for which team. The type of contract used by Raynar Esport in procuring players is a certain time work contract. Part-Time Work Agreement is regulated in Government Regulation No. 35 of 2021, namely a work agreement between workers/laborers and employers to establish a working relationship for a certain time. The workers/laborers here are e-sport players, and the entrepreneur manages the e-sports team (Raynar Esport). The Employment Agreement, if it is associated with the Civil Code, has essential elements, including [11]:

1. Doing certain work  
Doing work here is that contracted esports players will do work in the form of working as players by playing online games and participating in various e-sport competitions
3. Under orders  
Contracted e-sport players work under the orders and supervision of the e-sports team management (Raynar Esport)
4. With wages  
Players who are contracted to carry out their work get wages every month until the contract period ends
5. In certain time  
Esports players work on the management of the esports team for a certain period according to the agreement

## **Application of the Principle of Freedom of Contract in E-sport Player Procurement Contracts between Raynar Esports and Players**

One of the principles of agreement in a contract is the principle of freedom of contract. The principle of this agreement is contained in Article 1338, paragraph (1) of the Civil Code. The article explains the principle of freedom of contract by being marked with a sentence that reads "all" agreements. According to Ahmadi [12], the principle of freedom of contract is the basis for guaranteeing one's freedom in contracting activities. The principle of freedom of contract provides several points of freedom to everyone who will make a contract. There are several points in the principle of freedom of contract, namely:

1. Freedom to make or not make an agreement [13].

Some play online games based on their own needs, some are just for entertainment and to pass the time, and some play online games to look for achievements. Someone who plays online games just for entertainment generally does not want to be tied to other people (Esports Team), in contrast to someone who plays online games to seek achievements generally wants to be tied to other people (Esports Team).

A person who plays online games in search of achievements often enters tournaments. The world of E-sports has a wide variety of tournaments. Each tournament has its own regulations. There are tournaments where the participants are in the form of teams, and there are also tournaments where the participants are individuals according to the genre of online games being played. Generally, someone who participates in an individual tournament wants to carry his own name without being tied to the management of the e-sports team, but some want to be bound by a contract with the management of the e-sports team and compete under the name of the management of the e-sports team. It is the same with tournaments where the participants are teams. People can create their own team without being tied to the management of the e-sports team and participate in the tournament on behalf of their own team, but there are also people who have signed contracts with the management of the e-sports team.

Based on this, in the world of e-sports, it shows the freedom of e-sports players to make or not make agreements with other parties; in this case, they are free to bind or not bind themselves to the management of the e-sports team.

2. Freedom to choose the party invited to agree [14].

The parties in agreeing are free to bind themselves with whoever they want. There are two parties to the procurement contract for e-sports players: the e-sport players/athletes and the e-sports team management.

E-sports players who are already professional, generally many e-sports team managements want to sign them. E-sports players can choose which e-sports team management will sign them for. It's the same with esports players who Raynar Esport contracts. Before the e-sport player joins Raynar Esport, the e-sport player can enter into a contract with Raynar Esport or with other parties who may want to contract the player. When offered a contract by Raynar, e-sport can accept or reject it. Maybe if another e-sports team management offers a contract, the e-sport player can accept the offer of another e-sports team management and reject the offer from Raynar Esport because the player has the freedom to choose parties. On the other hand, the management of the e-sports team, in this case, Raynar Esport, can also freely choose the party (e-sport player) to be contracted. Raynar Esport can choose the e-sport

player according to his wish. Based on the contract for the procurement of e-sports players carried out by Raynar Esport with players, both parties choose and bind themselves to each other.

3. Freedom in determining the content and terms of the agreement [8].

The contract is the result of the parties' free will; with this principle, the formation of a contract and the selection of the contents of the contract are the results of the parties' free will. The content and terms of the agreement are very important because they regulate the rights and obligations of the parties in the agreement. The parties have the freedom to determine the content and terms of the agreement they make. They can freely determine the content and terms of an agreement. One party can determine most of the contents and terms of the agreement. An agreement whose contents and conditions are determined by only one party is called a standard agreement.

The contract for the procurement of e-sports players between the management of the Raynar Esport team and their players. Most of the contents and terms of the contract are made and standardized by the employer, namely Raynar Esport; from the player's side, e-sport players to the parties request no special requirements. Raynar Esports management. The contents of the agreement negotiated by the players are only a few, such as the term of the contract, the amount of salary received, the bonus received for one team when winning a tournament and the player's personal wages, but apart from these things the employer, namely Raynar Esport have standardized the contents and terms of the contract.
4. Freedom in determining the object of the agreement [15].

One scope of the principle of freedom of contract is that the parties to the agreement are free to determine the object. Nevertheless, the agreement always has an object in it because, in Article 1320 of the Civil Code, the object is a valid condition of an agreement. The object of an agreement is an achievement. According to Article 1234 of the Civil Code, an achievement in an agreement has 3 (three) kinds of achievements: giving something, doing something, and not doing something [16].

The object contained in the contract for the procurement of Raynar Esport players is in the form of doing work in the form of services. The job is in the form of a job as an e-sports player whose main job is playing games in the pro scene and tournaments scheduled by management. Apart from the main job as a player, there are also several other jobs, namely being willing and obedient if asked to create content for the company, being active in social media, and carrying out the agenda held by the management. In the Raynar Esport player procurement contract in the form of a work contract that determines the object of the agreement is from the employer, namely the Raynar Esports management team, because later Raynar Esport will offer the object of the agreement to the prospective e-sport players he will recruit. The e-sport players who will be recruited only play a role in agreeing or not agreeing with the object of the agreement offered to them.
5. Freedom in determining the form of the agreement [17]

Agreements contained in e-sports are generally found in two forms: in writing and in writing (oral). E-sports player procurement agreements that have a written paper are always carried out by the management of the e-sports team that has a form of business entity such as a CV or PT; besides that it tends to be carried out by e-sports players and professional e-sports team management because Regulation of the Great Management of Indonesian Esports No.: 034/PB-ESI/B/VI/2021 concerning

implementation of esports activities in Indonesia Article 10 paragraph (1) explains that every Esports Team is required to have a work contract with Professional Athletes who are members of the Esports Team concerned. According to Article 1 No. 36 of the regulation, the Employment Contract is a written agreement between the Esports Team and Professional Athletes. On the other hand, E-sports player procurement agreements that are not in written form or only verbally are carried out by parties who are individuals and amateurs.

Raynar Esport, in procuring players, has a written and standardized contract form. Raynar Esport carried out the clauses in the e-sport player procurement contract. Most of them have been made and standardized by Raynar Esport itself; Raynar Esport can standardize this clause because Raynar Esport as an employer, has more power from an economic and psychological perspective than the e-sport players he contracts. The e-sport player does not get the freedom to determine the form of the agreement.

6. Freedom to determine regulatory laws (optional) [12]

There are rules in the Civil Code that are coercive in nature; people in making agreements must use the rules contained in the law, while those that regulate people may deviate from the rules contained in the law. People can make their own rules according to their needs. The contract for the procurement of e-sports players held by Raynar Esport is in the form of a work contract for a certain time. Because this is a contract, it is bound by Article 1320 of the Civil Code, which regulates the conditions for a valid agreement, namely the agreement of the parties, their ability to bind themselves, there must be a certain object, and the object must be lawful. A certain time employment contract contains the essence, namely doing certain work, under orders, getting wages and within a certain period. The things contained in the contract relating to Article 1320 of the Civil Code and its essence are coercive. The rules contained in the Raynar Esport contract that are not related to Article 1320 of the Civil Code and the essence of specific time work agreement or PKWT/ *Perjanjian Kerja Waktu Tertentu* are regulating such as working time in one week, player bonuses, work facilities, fines, exclusivity, confidentiality, employee guarantees, intellectual property.

Several clauses in Raynar Esport's contracts with e-sport players are negotiated between Raynar Esports team management and players. Things that can be negotiated include, among others, the period of agreement that applies to one team, the amount of salary received for one team, and tournament bonuses obtained for one team. Other things that can be negotiated individually are the number of wages as regulated in Article 10 paragraph (1) of the Raynar Esports Contract which states that Employee Wages are personal, which is a relationship between Employees and the Company, so that information regarding Wages is confidential. Based on the rules contained in the contract, there is still freedom for both parties to choose a clause that is regulated (optional).

The players in the 6 (six) points discussed above only have a little freedom in contracting, namely only in points of being free to enter into or not to enter into an agreement and are free to choose the party who is invited to agree. In contrast, in the freedom to choose laws that are regulating and freedom in determining the content and terms, the player only has a little influence compared to the employer, namely Raynar Esport, even in terms of freedom to determine the form and freedom to

determine the object of the agreement, the player cannot participate in determining at all.

### **3.2 Application of the Principle of Good Faith in the Procurement Contract of E-sports Players between Raynar Esports and Players**

The contract for procuring e-sports players contains a principle called the principle of good faith. This principle is not only contained in the contract for the procurement of e-sports players but also in all contracts because good faith must be in the contract. The principle of good faith is contained in Article 1338 paragraph (3), which is explained in the sentence, "An agreement must be carried out in good faith." In carrying out a contract, the parties, namely the management of the e-sports team and e-sports players, must have good intentions and not harm each other.

Good faith in a contract must have existed since the contract will be concluded. When negotiating and drafting a contract, good faith must be present. According to Ridwan Khairandy [8], good faith must exist from the pre-contract phase, where the parties start negotiating until reaching an agreement and the contract implementation phase. This is in line with the opinion of Arrest H.R in the Netherlands that gives the highest role to the role of good faith in the pre-agreement stage, where each party to the agreement during their negotiations must act keeping in mind the reasonable interests of the other party [18]. The German Supreme Court also believes that the parties are obliged to take into account the interests of the opposing party in the agreement at the beginning of the preparation of the terms of the agreement [12]. Good faith at the time of contract preparation (pre-contract) refers to the honesty of the parties who will enter into the contract. The management of the e-sports team with e-sports players in drafting contracts and negotiating contracts must be honest with each other and think about common interests.

Good faith is a provision that bases itself on justice [8]. This justice can be described through the principle of balance and the principle of proportionality. The principle of balance is a principle where the position or position of the parties contained in the agreement must be balanced, balanced in terms of bargaining position, balanced from the position of the parties, in terms of interests, as well as in terms of the rights and obligations of the parties in an agreement [19]. According to Herlien Budiono, the notion of balance is related to the interests of individuals and society because individuals and society together form normative forces in an agreement [14]. Although the parties' will is the source of law in an agreement, one must not override the meaning of objective law. One must pay attention to the links between legal transactions and the interests of society in such a way that both individual and community interests remain in balance. Thus the will of the parties appears following the intent of the state of society caused by a favourable decision. The intentions of the parties raised by these forces bring the motivation to submit to the intentions of the other party, and this can find the principle of balance [14]. Judging from the language used daily, the word "balanced" (evenwicht) refers to the meaning of a "state of burden-sharing on both sides in a balanced state". In the context of this study, "balance" is understood as "a state of silence or a state of harmony because no one dominates, or because no one element dominates the other.

The principle of balance explains that there must be a balance in terms of bargaining position and in terms of the position of the parties, and no one dominates; this will be very difficult to happen in an e-sport contract because the e-sport contract is a subordinated work contract. Therefore, the e-sport management party must have a higher position because they are the employer, while the e-sport player has a lower position because they are employees.

In contrast to the principle of balance, the principle of proportionality is the principle that underlies or underlies the exchange of rights and obligations of the parties in a proper and proper proportion or share. The proportional principle is very oriented to the context of the relationship and interests of the parties. The contract as a chain process of the relationship between the parties must be built based on an understanding of justice based on the recognition of the rights of the contractors. Recognition of the existence of the rights of the contractors is manifested in the provision of equal opportunities and opportunities in the exchange of interests (rights and obligations). However, the recognition of the rights of freedom and equality in the exchange of interests must still be within the framework of the game's rules that consider the principle of proportional distribution [15].

The contract for procuring e-sports players carried out by Raynar Esport with the players in it contains the rights and obligations between each party. The principle of good faith in the contract can be seen from the principle of balance and the principle of proportionality between the rights and obligations of each party in the contract.

Before discussing the rights and obligations, it is necessary to note that there is subordination in making contracts for the procurement of e-sport players between the Raynar Esports team management and e-sports players. This subordination arises because this contract is the type of employment contract. The Raynar Esport team management is the employer, while the contracted e-sport players have the position as employees, so the Raynar Esport team management has a higher position than the contracted e-sport players. This subordination creates an imbalance in the position of the parties and the bargaining position of the parties contained in this agreement. The inequality of position makes the rights and obligations contained in the contract have all been designed and determined by the Raynar Esports team management.

Looking at the table of rights and obligations, when viewed in terms of exact quantity, the e-sports players as employees have more obligations than the Raynar Esports team management employer, and the e-sports players have fewer rights than the Raynar Esports team. According to the table of rights and obligations, players have 16 obligations that must be carried out and ten rights received, while the Raynar Esports team management has 11 obligations that must be carried out and 16 rights received. The number of rights and obligations cannot be used as a benchmark for justice. Rights and obligations must be seen in terms of the content of these rights and obligations.

The most important right of e-sports players as employees in a work contract is to get a salary, while the most important obligation of e-sports players as employees is to do the work as ordered by the employer. Player procurement contracts between Raynar Esports team management and e-sports players, one of the rights that e-sports players get is a basic salary. The basic salary that Raynar Esport gives to e-sport players every month is 1 million rupiahs. The basic salary, when compared to the UMR in the city of Semarang, is still far below and can be said to be very small; on the other hand, looking at the player's obligations, namely based on working time, e-sports players work six times a week and 5 hours a day, it is considered a high salary. The amount received is considered too small, but in addition to the basic salary, e-sport players still get additional wages, allowances, severance pay, and years of service in addition to taxes arising from payment of wages have been paid by the Raynar Esports team management, e-sport players are also included in BPJS by the management of the Esports team. E-sport players at work have also been provided with facilities from the Raynar Esports team management in the form of a gaming house and devices to play online games; e-sport players in participating in tournaments, all costs have been borne by the e-sports team management so that e-sports players no need to spend money to work and



participate in tournaments, especially if e-sport players can win the tournament e-sport players will get a bonus of 60% of the tournament prize, so with these rights, the salary earned by e-sport players is felt is considered sufficient and is following the proportions.

E-sports players are entitled to a high bonus from the results of e-sport tournaments because the object of this e-sports contract lies in the engagement *verbintenis*. Therefore, giving high bonuses to players is expected that players play as much as possible so they can earn additional income.

In addition to the rules of rights and obligations above, there is a rule that at first glance seems burdensome to e-sport players, namely that which is regulated in Article 14 paragraph (4) chapter concerning the termination of the employment relationship of a Specific Time Work Agreement between PT Raynar Kreatif Indonesia and the Player which reads "Players understands that he may only join another team 120 days after the termination of this Agreement unless otherwise agreed in writing by Raynar." At first glance, this rule seems burdensome to e-sports players because they are no longer tied to Raynar Esports but are not allowed to work in the management of other teams for 120 days (4 months). This can hamper the careers of e-sport players. This prohibition from participating in the management of other teams is actually for the protection of the Raynar Esports management so that contracted players do not arbitrarily move to the management of other Esports teams because if players act as fleas, it will disrupt and hinder the development of the Raynar Esport team. The team needs five players, and there needs to be cohesiveness in it; if the cohesiveness has started to form and then one of the players leaves, then the cohesiveness must be formed from scratch again with new players taken by the Raynar Esports team management. This will harm other players because they have to adjust to new players and also harm the Raynar Esports team management. Raynar Esport's team management was disadvantaged because they had already spent money on coaching players, such as facilities, bringing in coaches, etc. Players who move to the management of other e-sports teams can also divulge the management secrets of the Raynar Esports team because in the world of e-sports it is not only playing online games but there are also tactics used, strategies in playing, methods of training used. Because of these things, it is very appropriate if there are rules such as Article 14 paragraph (4). This article shows a proportionality between the player's obligations and the Raynar Esports team's management obligations.

The contract for the procurement of e-sports players made by PT Raynar Kreatif Indonesia even though it was made by default by Raynar Esport, judging from the contents of this contract is quite proportional for both parties; this proportionality provides justice for both parties in the contract. The existence of such justice shows that the parties in making the contract are based on good faith. In accordance with the opinion of Arrest H.R. in the Netherlands and the German Supreme Court, the Raynar Esport team management, in making the contents of the contract, has taken into account the interests of the players; this can be seen from the management of the Raynar Esport team not only giving jobs to the players but also paying attention to the interests of the players by providing some facilities for the players, bonus tournament prizes for the players and other things that support the players as discussed above.

#### **4 Conclusion**

Contracts for the procurement of e-sports players by PT Raynar Kreatif Indonesia with e-sports players, it can be said that e-sports players have no freedom in making contracts. The

contract has been made unilaterally and standardized by PT Raynar Kreatif Indonesia. PT Raynar Kreatif standardized the contract both in terms of form, content and terms contained in the contract.

Applying the principle of good faith in making contracts for the procurement of e-sport players made by PT Raynar Kreatif Indonesia is carried out by applying the principle of balance and the principle of proportionality. It can be seen from the exchange of rights and obligations between the balanced parties and following their respective proportions. Although default PT Raynar Kreatif Indonesia made the contract, PT Raynar Kreatif Indonesia did not only think about its interests but also paid attention to the interests of its players.

## References

- [1] Dewi, N.V.U.: Hubungan Kerja Antara Atlit E-Sports Dengan Pengusaha Cv Pemberi Kerja. *Jurist-Diction*. 2, 256–274 (2019)
- [2] Lebho, M.A., Lerik, M.D.C., Wijaya, R.P.C., Littik, S.K.: Perilaku Kecanduan Game Online Ditinjau dari Kesenian dan Kebutuhan Berafiliasi pada Remaja. *Journal of Health and Behavioral Science*. 2, 202–212 (2020)
- [3] Hebbel-Seeger, A.: The relationship between real sports and digital adaptation in e-sport gaming. *International Journal of Sports Marketing & Sponsorship*. 13, 132–144 (2012)
- [4] Harun, A.Y.A.R.: Development of e-Sport in Turkey and in the World. *International Journal of Sport Culture and Science*. 6, 95–102 (2018)
- [5] Ma, H., Wu, Y., Wu, X.: Research on Essential Difference of E-Sport and Online Game. In: Du, W. (ed.) *Informatics and Management Science V*. pp. 615–621. Springer London, London (2013)
- [6] Wibisono, J.F., Setiawan, R.G., Marchelia, A.: Urgence of E-Sport Regulation in Creative Economy in the National Industrial Sector. *Budapest International Research and Critics Institute (BIRCI-Journal): Humanities and Social Sciences*. 4, (2021)
- [7] Priyono, E.A.: Peranan Asas Itikad Baik Dalam Kontrak Baku (Upaya Menjaga Keseimbangan bagi Para Pihak). *Diponegoro Private Law Review*. 1, (2017)
- [8] Khairandy, R.: Iktikad baik dalam kebebasan berkontrak. Universitas Indonesia, Jakarta (2003)
- [9] Fajar, M., Achmad, Y.: *Dualisme Penelitian Hukum Normatif Dan Empiris*. Pustaka Pelajar, Yogyakarta (2017)
- [10] Soekanto, S., Mamudji, S.: *Penelitian Hukum Normatif: Suatu Tinjauan Singkat*. Rajawali Pers, Jakarta (2001)
- [11] Sumiyati, S., Ita, S., Purwaningsih, P.: Model Perjanjian Kerja Yang Memberikan Perlindungan Hukum Bagi Pekerja Kontrak Di Perguruan Tinggi Negeri Badan Layanan Umum. In: *Prosiding Industrial Research Workshop and National Seminar*. pp. 16–21 (2013)
- [12] Miru, A.: *Hukum Kontrak dan Perancangan Kontrak*. RajaGrafindo Persada, Jakarta (2014)
- [13] Salim HS: *Perkembangan Hukum Kontrak Innominaat di Indonesia*. Sinar Grafika, Jakarta (2019)
- [14] Budiono, H., Moeliono, T.P.: *Asas keseimbangan bagi hukum perjanjian Indonesia: hukum perjanjian berlandaskan asas-asas wigati Indonesia*. Citra Aditya Bakti, Bandung (2006)
- [15] Hernoko, A.Y.: *Asas Proporsional dalam Kontrak Komersial*. Prenada Media, Jakarta (2014)
- [16] Syahmin, A.K.: *Hukum Kontrak Internasional*. Rajawali Pers, Jakarta (2020)
- [17] Patrik, P.: *Asas iktikad baik dan kepatutan dalam perjanjian*. Badan Penerbit Undip, Jakarta (1986)
- [18] Machen Jr, E.W.: *Constitutional Law—Arrest—Search and Seizure*. *North Carolina Law Review*. 26, 53 (1947)
- [19] Irayadi, M.: Asas Keseimbangan Dalam Hukum Perjanjian. *HERMENEUTIKA: Jurnal Ilmu Hukum*. 5, 1–22 (2021)