



SPORTS LAW BULLETIN

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EDITOR'S NOTE

Welcome to the latest edition of the Perchstone and Graeys' Sports Law Bulletin. Recently, Newcastle United's Sporting Director, Dan Ashworth who has been offered an appointment by Manchester United in a similar role, informed Newcastle United of his intention to leave the Magpies and was immediately placed on gardening leave by Newcastle. Both Dan Ashworth and Newcastle United have been embroiled in a stand-off over the best way to manage the situation. Newcastle has reportedly quoted a compensation fee which both Ashworth and Manchester United consider unrealistic. While it is not clear whether Newcastle has or will be taking a court action on the matter, available precedent shows that they will most likely succeed in their quest to keep their highly valued Sporting Director from joining perennial North-West rivals until next summer.

This edition analyses the concept of gardening leave (or garden leave), the various restraints or covenants involved in the interpretation and application of the concept by the courts in a sporting context and the practical considerations available to football teams in Nigeria in invoking this principle. We examine what it entails, available case law precedent on the issue and the pitfalls in its invocation by sports organizations desirous of protecting their business interests when faced with the grim prospects of losing a valuable employee like a Football Manager or Senior Football Executive.

This edition also looks at and makes a case for the creation of Collective Bargaining Agreements in the Nigerian Sports Industry, a comparative analysis of the role of Collective Bargaining Agreements in the NBA with a painstaking analysis on the relevant clauses that drive Collective Bargaining Agreements.

Lastly, this edition also contains our 'e-Sports segment' where we analyze the rise of Artificial Intelligence in e-Sports, its prospects and pitfalls.

TABLE OF CONTENTS:

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1. Gardening Leave Injunctions And Restrictive Covenants In Football Employment Contracts – The Case Of Dan Ashworth And Newcastle United Fc In Focus.
2. Making A Case For The Application Of Collective Bargaining Agreements In The Nigerian Sports Industry
3. The Rise Of Artificial Intelligence In Esports.

GARDENING LEAVE INJUNCTIONS AND RESTRICTIVE COVENANTS IN FOOTBALL EMPLOYMENT CONTRACTS – THE CASE OF DAN ASHWORTH AND NEWCASTLE UNITED FC IN FOCUS

A Football Club can attempt to hold a Manager, or some other Senior Executive like a Sporting Director who is being courted by a rival Club to his contractual notice period (or to the end of his fixed term, if that is the case). However, in such circumstances, relationships will often become fractious, and the Manager's current Club will typically not want the Manager to remain involved in the team's day-to-day affairs. Worse still, the Manager who has perhaps negotiated personal terms with his prospective employer, might be interested in taking a number of his players and support staff with him as is now usually the case in the football industry. The employer therefore faces the grim prospect of a destabilized workforce occasioned by the impending exit of its highly valued employee. In such circumstances, and provided the Manager's or Senior Football Executive's Contract contains the appropriate provisions, his Club can seek to place him on "garden leave". The courts are generally reluctant, on grounds of public policy, to allow employers (including Clubs) to put their employees on garden leave for periods longer than reasonably necessary (usually six to twelve months. However, the tactic of placing a Senior club Executive or Manager on garden leave is commonly used to delay the employee's imminent departure to the rival Club, and to increase the compensation being offered for him, rather than preventing him from switching jobs at all. The complications arising from invoking the principles of gardening leave injunctions stem from the fact that the prospective new employer courting the Manager or Senior club executive would typically want the employee to resume immediately especially where there is a managerial vacancy. The employee on the other hand, would need to serve out his notice period which is usually 6 to 12 months for most English clubs. The employer on the other hand, would be interested in protecting the business interests of the club especially the workforce who may be destabilized by the Manager's impending exit.



Gardening leave and restrictive covenants are therefore mechanisms deployed by employers to protect their business interests upon the determination of the employment relationship with an employee, typically a top executive or senior employee. While gardening leave applies before employment comes to an end, restrictive covenants apply after termination of employment. Gardening leave" also refers to an employee's suspension from work on full pay for the duration of a notice period. It is useful to protect employers from an employee exercising influence or accessing confidential information in their final days. The crux of the principle of gardening leave is to prevent an employee from joining a competitor, without giving proper notice by placing him on garden leave and possibly, applying to court to seek injunctive orders to prevent the employee working for the competitor until the expiry of his contractual notice period.

Recently, Newcastle United's Sporting Director, Dan Ashworth who has been offered an appointment by Manchester United in a similar role, informed Newcastle of his intention to leave the Magpies and was immediately placed on gardening leave by Newcastle. Both Dan Ashworth and Newcastle United have been embroiled in a stand-off over the best way to manage the situation. Newcastle has reportedly quoted a compensation fee which both

Ashworth and Manchester United consider unrealistic. While it is not clear whether Newcastle has or will be taking a court action on the matter, available precedent shows that they will most likely succeed in their quest to keep their highly valued Sporting Director from joining their perennial North-West rivals until next summer.

The first precedent on the application of this principle was in the case of Crystal Palace FC against its former Manager, Steve Bruce; **Crystal Palace FC Ltd v Bruce**. Mr. Bruce resigned after Palace turned down his request to talk to Birmingham City FC. Palace quickly applied for an injunction to hold Mr. Bruce to 9 months' garden leave. This is notwithstanding the fact that Mr. Bruce had already given undertakings to Palace not to solicit or endeavour to entice and/or poach any other employees including players and support staff at the club. But this was not sufficient to prevent the court granting the injunctive reliefs sought. The central point of the court's decision was the club's concern that the mere fact of Mr. Bruce leaving would be sufficient to destabilize the workforce. Reading Football Club claimed that it had a similar interest in preventing its Manager, Alan Pardew from joining West Ham United FC sometime in 2003. Reading refused to accept his resignation and sought a garden leave injunction to hold Mr. Pardew to his contract for the remainder of the season. The court then proceeded to enjoin West Ham United FC from soliciting or employing any of Reading's coaching staff or players until the end of the season. Alan Pardew on the other hand, was ordered to remain on garden leave for a further month and not use or disclose Reading's confidential information and a monetary compensation awarded to Palace.

A gardening leave clause typically contains three major restraints:

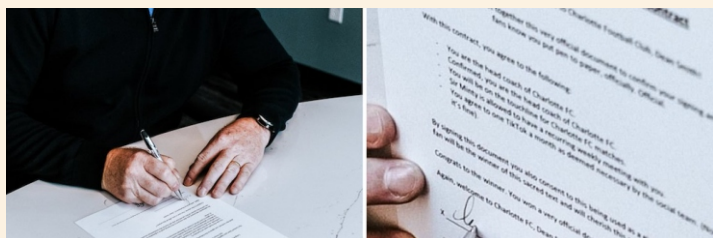
- a restraint from being employed in a similar role at similar entities within a particular area for up to 12 months (“general restraint/a non-competition covenant”)
- a restraint from soliciting other employees from leaving to join the competitor (a non-poaching covenant)
- a restraint from soliciting material or customers of the company (“non-solicitation restraint/covenant”).

To be able to invoke a gardening leave clause, it must be expressly provided for in the employment contract. The contract should contain terms as follows:

- i. The employee will well and faithfully serve the club to the best of his ability, exercise best professional judgment in performing the required work and carry out his duties in a proper and efficient manner;*
- ii. The employee will not be interested in any business other than the business of the club;*
- iii. The employee will not disclose any confidential information relating to the club's relating to the club's affairs other than in the performance of his duties to the club;*
- iv. The club shall not be under any obligation to provide the employee with work and may, during any period of notice amend the employee's duties or suspend him from the performance of his duties and may exclude him from the club's premises and require him not to communicate with the club's employees and require him to work from home.*

Even where the contract fails to expressly capture this obligation from the employee, the law will imply into the contract a duty that the employee will act with good faith and fidelity towards his employer. This implied duty will prevent the employee working for a competitor for so long as his employment continues.

As a postscript, Nigerian clubs must now imbibe the practice of inserting a gardening leave clause in their employment contracts. Unfortunately, the short-term contracts most teams in Nigeria offer to their Managers and employees would invariably impact on the length of any injunctive orders from the court to invoke a gardening leave clause. To be effective, a Manager or some other Senior Club executive must have at least a 3 year employment contract with a notice period of between 3-6 months especially when a lucrative offer for the employee's services arrives during the course of the season. A short-term contract of say, one-year employment contract would typically have a one-month notice period and may defeat the purpose for a gardening leave injunction since the employee can quickly serve out his notice period and assume duties with his new employer. The important thing is to insert a strongly worded gardening leave clause and approach the National Industrial Court once the club receives indication that a valued employee is interested or likely to join a rival team in the same division. Nonetheless, to succeed in enjoining a senior employee from leaving, the club must satisfy certain requirements, i.e., it must show that it intends to protect a legitimate business interest and cogent reasons on the propriety



of granting the injunction must be adduced to satisfy the 'reasonableness' requirement. While there are no hard and fast rules on what to establish before the court, the court must be satisfied that the employee was instrumental in engaging a certain number of the workforce and there is reasonable likelihood that he will poach them from their employment. Another decisive factor is establishing that the employee has acquired substantial confidential information belonging to the club such as their talent scouting strategies or training methods and would deploy his knowledge of these confidential information in executing his role at his new club to the employer's detriment. All in all, the evidential threshold required to secure a gardening leave injunction is quite substantial.



MAKING A CASE FOR THE APPLICATION OF COLLECTIVE

BARGAINING AGREEMENTS IN THE NIGERIAN SPORTS INDUSTRY

Collective Bargaining Agreements (CBAs) simpliciter is a written contract between an employer and the representatives of the employees (Usually a trade Union) within a given sports association. This concept has since become a good industrial relations practice. Parties often deliberate on collective issues and negotiate to reach a common ground. In Sports, these terms often vary from work hours, to resolutions on revenue sharing, salary caps and structures, rules for transfers, safety standards, injury grievances and health benefits. The growth and recognition of such agreements creates a stronger form of representation of interests and a conducive environment for employers and employees. It is noteworthy that such Agreements are only permissible in jurisdictions where there is freedom of association. The right to form and join a union must first and foremost be inherent in the country's constitution. This is provided for in Section 40 of the 1999 Constitution of the Federal Republic of Nigeria. With this in mind, this article makes a robust case for the deployment of collective agreements in the Nigerian sports sector.

In the United States, CBAs are governed by Federal laws. Prior to the introduction of these forms of agreements, basketballers endured terrible working conditions with no health insurance, or regulated hours of play. Its inception created a form of stability for players and an attraction to the NBA. Suffice to state that to be able to drive a 'player-centric' CBAs rooted in catering to the welfare of players, the creation of formidable trade unions of the players plying their trade in various sports is a sine qua non. Although, the concept of collective agreements raised a discontent from the angle of antitrust policies. The collaboration of a trade union to deliberate on terms of a sector with the market operators was perceived to weaken competition in that space. Hence, the conflict between Labour law and Anti-trust Law as it pertains to Sports contracts. The existence of this conflict led to the provision of statutory and non-statutory labour exemptions. CBAs are protected by non-statutory exemptions which developed through case law as exceptions to antitrust laws allowing for employees to enforce the terms of a collective bargaining agreement.

In England, specifically, the Premier League, Standard Players' Contract is negotiated collectively. The PFA is the trade union which consists of the Premier League and Football League Professional Players that present the interests of players to these leagues.

The NBA and Premier League are limited, though globally recognized, emanate from a certain state in that the NBA is subject to Federal laws of the USA and the Premier League is subject to the laws of the United Kingdom. Rugby has an international union of players; International Rugby Players' Association which represents the collective interest of professional players worldwide. The binding force of these agreements are more complex as it will be subject to extent which the laws of each country where these players are situated, can allow. In Europe, though not implemented by the Council, there exists the Autonomous Agreement which is a contract regarding the minimum requirements for standard player contracts in the professional football sector in the European Union and the rest of the UEFA territory. Article 14 provides that the Club and Players must comply with the national collective bargaining agreement agreed by national organisations.

The Business of the NBA

The National Basketball Association is seemingly one of the most successful sporting leagues with a recorded revenue of \$10.58 billion in 2023. The NBA comprises of 30 franchises with the most expensive team being the Golden State Warriors valued at \$7.7 billion and the average team stands at \$3.85 billion. The National Basketball Players Association (NBPA) is the NBA union of players who negotiate the collective bargaining agreement among other things to ensure that the players' best interests are reflected.

CBA in the realm of American Basketball is an agreement between the NBA and NBPA where the NBA sets out terms and conditions of employment for all professional players with the input of the NBPA signed July 1, 2023 will run for seven years. It introduced, according to industry stakeholders, some harsh reforms a salary-cap at \$17.5 million with penalties like withdrawal from the taxpayer exception. The NBA CBA contains a vast range of terms. Practically, the contract life cycle of players, terms of transfer, salary, compensation among other things. A few terms which do not fall within the primary terms (salary, work hours and work conditions) are bargained collectively. The Amnesty Clause for instance, which allowed teams a one-off time to cut off players who were deadweight to the team was a provision of the old CBA. Seemingly a negative on the side of the players, the CBA also provides that the team shall continuously pay such players' salary until they are signed by another team. A few notable clauses in the current CBA mentioned below.

Especially in a country like Cyprus, where sports attract the attention of the majority of the population, a Sponsor can achieve a high return on his investment and thus achieve its business and strategic goals for expansion in other territories as well.

A sponsorship in the field of Sports can take many forms, with the most common being:

No-Strike and No-Lockout: A traditional trade union exploits these mechanisms as means to achieve a set goal especially when negotiations reach an impasse. The 2023 CBA does not permit players' strike and Club lockouts. The NBA envisaged the economic implication of either actions on a billion-dollar investment.

Grievance Arbitrator: the CBA provides for a grievance arbitrator with the exclusive jurisdiction to determine the interpretation/application of or compliance with the provisions of the CBA or Player's Contract. The jurisdiction of the Arbitrator is however limited to questions of procedural arbitrability. Substantive matters are referred to the United States District Court for the Southern District of New York. the Grievance Arbitrator shall have jurisdiction and authority only to: (i) interpret, apply, or determine compliance with the provisions of this Agreement; (ii) interpret, apply, or determine compliance with the provisions of Player Contracts; (iii) determine the validity of Player Contracts; (iv) award damages in connection with a proceeding provided for in Section 12 (where a player is currently under an effective Player Contract but fails to render the services required); (v) award declaratory relief in connection with a proceeding initiated by a Team to determine whether such Team may properly terminate a Player Contract pursuant to Paragraph 16(a) of the Uniform Player Contract, and what, if any, liability such Team would incur as a result of such termination; and (vi) resolve disputes arising under Article VII, Section 3(d)(5), Article XXVI, and Article XXXIII of the CBA.

Uniform Player Contract: the CBA contains the standard contract for professional players in the NBA with inputs as little as player/club information and other minor insertions. The compensation to be paid and the mode of calculation, the prohibition of receipt of bonus except as provided for in the CBA. The terms also cover the reasonable expenses of the player which is to be paid by the Team.

Clauses like Assignment which provides that the team shall have the right to assign the Contract to any other NBA team with adequate notice given creates uniformity in the manner of transfer of players. More importantly, the UPC provides for health condition of the players especially where a player is injured as a result of participating in team practice or games, the Team shall cover all medical bills. Inclusively, base compensation shall be paid to the Player during the

a. period of such unfitness.

Choice of Law: the governing law of the CBA shall be the internal law of the State of New York, except where Federal law may govern.

Salary Cap: the NBA salary provides for Minimum Annual Salary and Maximum Annual Salary based on the years of service. The maximum annual salary of 2023 CBA is still debatable as an improved clause that has the interests of the players at heart.

THE NIGERIAN EXPERIENCE

The enactment of the 3rd Alteration of the 1999 Constitution in 2010 marked a watershed in the entrenchment of the practice of Collective Bargaining. It heralded the enhancement of the legal framework for the principle of Collective Bargaining Agreements to the relief of the Nigerian workforce. Prior to its enactment, the Labour Act and Trade Union Act made provision for the enforcement of collective agreements to the extent that it is included in the terms of employment. In **Gbadegesin v Wema Bank Plc** the National Industrial Court held that a union member or a Union can sue to enforce the rights stated in a collective agreement.

In Nigerian sports, there are no collective bargaining structures to the knowledge of the author that are noteworthy. The Basketball Africa League in the African scene has no pointers to a collective agreement as well. The Nigerian Football Federation makes regulations for the smooth running of football. However, contracts between players and clubs are regulated by the leagues where they fall into i.e. the Nigerian National League has its governing laws.



- Introducing the Collective Bargaining Agreement in sports presents a forward-thinking approach that collectively benefits all players as its importance cannot be overemphasized. The Swedish female football players in 2024 successfully negotiated a CBA which includes better pension schemes, parenting policy and full salary during sick leave.

The NPFL framework Rules provides that the terms and conditions of a player's contract shall form part of a number of collective agreements between the Clubs and the Players' employment terms. This is included in the Supplemental Provision to aid the compliance of the standard NPFL Players Contract with the Labour Act 2004. These collective agreements are not provided in the NPFL League Rules. Nonetheless, the provision is a good place to start. The NBA provides for a detailed UPC which unlike the LMC Players Contract which is less detailed with no extensive provision of terms that govern the player's lifecycle. In the event that certain provisions are not stated in the contract, a standard CBA protects the player. The first place to begin is the formulation of an association of professional athletes either as football or basketball players for instance. Precedence has shown that collective efforts can aid contract enforcement as opposed to a single player instituting an action against a club. The creation of a formidable Players' Union establishes a representation where players can bargain and improve the standard and quality of their player life cycle. The second line of action for the Players' Union will be to engage the services of commercial and sports lawyers to drive this initiative in conjunction with the Nigerian Football Federation to come up with a comprehensive CBA that is applicable to all the various cadres of the major sports leagues in Nigeria. The foregoing would set the tone for revolutionary changes that would address some of the seemingly intractable issues of non-payment of staff salaries, unilateral reduction of players' salaries and non-inclusion of some basic clauses in the standard player

THE RISE OF AI IN ESPORTS I

On April 13, 2019, AI truly triumphed against Man for the first time in the world of Esports. While a cursory search would elicit a knee-jerk reaction as to why this isn't the case, as AI has won out against human opponent's multiple times in the past - this time was different. To set the stage for this bout, one must look back not too far, into similar attempts at this feat in the past.

AI In DOTA 2

The game in question is DOTA 2. DOTA 2 is a MOBA (Multiplayer Online Battle Arena), which is a genre of real-time strategy games that has stood at the top of Esport relevance for well over a decade. Furthermore, Defence of the Ancients (the prequel to DOTA 2) is heralded as being the pioneer of the genre. Its release inspired hugely popular Esports titles such as Heroes of the Storm, SMITE, and the juggernaut that is League of Legends – the most popular video game in the world for over a decade, with about 10 million active players every single day.

It must be noted that at this point, AI had competed against human opponents and won in the past, with OpenAI's 1v1 Bot going undefeated (in the official exhibition matches) in 2017, against many a top player. However, this was dismissed as a mere spectacle by players and critics alike, as the nature of the contest was greatly limited. Firstly, matches in this competition were 1 versus 1, as opposed to the traditional 5 versus 5 format of a classic DOTA 2 match. Secondly and consequently, the objectives were fiercely reduced to merely 'killing' your opponent's hero and progressing linearly. This removed most of the nuance and variability that truly makes the game unique, while placing a heavier reliance on micro-ability, as opposed to the multitude of paths to victory usually available in the full-fledged game. Nonetheless, this was a victory, and served as a starting point to open the debate on whether AIs could beat Humans in a game that was supremely human in its decision-making and teamwork elements. However, the first true test came when OpenAI was forced to play 'Real DOTA 2'.

OpenAI Five

By 2018, OpenAI had developed OpenAI Five, which was a bot designed to participate in DOTA 2's 5 versus 5 game mode. In this, unlike the 'solo mid' experience of the 1 versus 1 exhibition matches of the previous years, 10 players, split between 2 teams were set down on a 3-laned map with a plethora of objectives of varying importance. All of these objectives aid the accomplishment of the one final goal to secure victory: the destruction of the enemy 'Ancient', situated at the extreme end of either team's side of the map. How one goes about achieving this goal, however, is quite the ordeal. There are no turns, any given 'play' doesn't have a correct answer in response, and players are free to go about securing victory in any way they please, provided the said final goal is achieved. Furthermore, amongst all MOBAs, DOTA 2 stands atop the pile as the most mechanically and conceptually difficult, incorporating additional layers of complexity into an already complex genre. Couple that with having to manage 9 additional sentient variables (i.e., the 4 additional players on your team and the 5 on the other), each with an equally infinite ability to carry out actions on the map, and you're left with a recipe for beautifully orchestrated chaos – And that's exactly what happened.

At the first attempt, OpenAI Five had its sights set for The International 8 (TI8), the eighth instalment of the annual DOTA 2 world championships. While they didn't intend for it to compete in the tournament, they challenged professional players from one of the top 18 teams of the tournament (with an average of \$350,000 in winnings amongst them) and subsequently, gathered a team of Chinese superstar players (3 of which had played professionally in the past, with an average tournament winnings of \$1,000,000 between them). OpenAI Five lost both of these bouts, albeit, with a fairly competitive showing. Although the machines were playing under numerous restrictions (for the benefit of both sides), this was a pleasant result for the robots. Despite losing, their team showed surprising teamwork and adaptability, even in the face of top players. However, there was still a long way to go before AI could once again attempt to declare supremacy against its human overlords. The machines were free to retreat and lick their wounds before the fated rematch

OpenAI Finals

On April 13, 2019, at the OpenAI Five Finals, OpenAI Five had another bite at this particular cherry, and competed once more against humans in DOTA 2. This time however, it had had a year to practice, train and learn from its mistakes. In response to this, humanity similarly upped the ante, by declaring that its opponent would be none other than the then-reigning world champions and winners of TI8, 'OG': The single greatest DOTA 2-playing team on the planet. The stakes couldn't have been higher, nor the competition fiercer. OpenAI Five stepped onto the battlefield, ready to face its ultimate challenge, but in its path was a seemingly insurmountable wall of proficiency. Or so the watching world thought.

2-1.

Despite the overwhelming odds, OpenAI Five emerged victorious with a 2-1 victory in the best-of-three series. After narrowly losing the first game, OpenAI Five rallied to secure two consecutive wins, demonstrating its remarkable consistency on the metaphorical battlefield. What made this victory truly ground-breaking, was that the AI had learned entirely from self-play. This meant that outside of understanding the rules of the game, it was not privy to any 'meta' strategies, player dispositions, or the plethora of disseminated knowledge and game-development that had occurred over the 6 years since the game's inception, and 16 years since the original title's release. Furthermore, as opposed to having a centralised program controlling the entire match (this centralisation, akin to a beehive collectively led by the whims of a single queen, was one of Machine's greatest advantages over humanity), OpenAI Five's team was competing per agent. A different component of the AI system piloted each hero, further emphasising the requirement for OpenAI Five to be able to work alongside differing entities, and complimentarily adapt to unknowns, even on its own side. Furthermore, there seemed to be an internal development over the course of the games, where OpenAI Five refused to repeat its mistakes from the first game it lost, leading to a pivot in performance, and a dominant display going forward. Nonetheless, despite obvious elation on the side of the victors (and chagrin on the part of the vanquished), what was so special about this particular feat? Machines have famously been 'taking our jobs' for the better part of three centuries, and adding one more Esport to that tally couldn't really have been deemed an extraordinary occurrence. To answer that, we must go back to 1997, and take a look at one of the oldest games in history, which currently, is amongst the biggest Esports on the planet.

AI In Chess

Due to the advent of the internet, players have been able to compete with each other in virtual chess matches for decades. With the increase in popularity, and the creation of online tournaments with cash prizes, chess is widely considered to be amongst the world's most popular Esports. As a result, technological development in this area has extensive focus. A stone's throw today would yield a dozen chess engines capable of defeating the world's best without much issue, and allegations of cheating in modern competitions often surround some abuse or aid of a computer. Once upon a time however, machines competing in chess under the suspicion of cheating were accused of 'playing like a human'. All of this was forever changed when Deep Blue, IBM's chess playing supercomputer, challenged Gary Kasparov, the then World no.1 chess player and World Champion, to a 6-game showdown, in 1997. For context, and as a sign of his dominant legacy, Kasparov still holds the record for the longest period spent being world No.1, at 255 months, a feat that eclipses the current 2nd place holder by almost 100 months. Furthermore, he currently stands as the player with the 2nd highest peak World Chess Federation (FIDE) Rating of all time. Without question, Gary Kasparov is widely considered to be one of the greatest chess players to ever touch the board. Yet, he lost.

Deep Blue v Gary Kasparov

Kasparov took the first game, but Deep Blue returned by clinching the second. The next 3 games were back-to-back-to-back draws. It was a close bout, it was a heated rematch 2 years after their original contest (which he won fairly convincingly), and he was under the pressure of the whole of 'mankind', but Kasparov lost the final game. Deep Blue had become the first computer system to defeat a reigning world champion in a match under standard tournament time controls. This heralded a future in which supercomputers and artificial intelligence could simulate human thinking. Famously, after his historic loss, Kasparov stated that, "For the first time in the history of mankind, I saw something similar to an artificial intellect." Since then, most intellectual competitions with machines haven't been a worthwhile contest, with computers eclipsing us in almost every discernible metric. Still however, while this victory rocked the world, and undoubtedly paved the way for every single development in competitive AI since, it was substantially different from OpenAI's victory, over 2 decades later.

Conclusion

The development of AI in general, tends to correlate almost directly with the development of AI in Esports. These two facets tend to have a symbiotic relationship, due to the mostly computer-based nature of the latter's medium, which ensures that leaps and bounds in any capacity push both arms of the industry forward. It suffices to say that AI's final nail in the coffin against man's chess supremacy was the Deep Blue match. However, this was merely a stepping stone for what was to come, as the increasing complexity of technological competition post 1997 only served to make the requirements for AI (and computers in general) to dominate all the higher. This is best exemplified by the zeitgeist shift in the problem-solving capabilities of machines, which was essential for OpenAI Five to outperform OG, and stands as a testament to the evolving landscape of technological competition. In the next article of this series, we will explore just that, and address why there is such a marked (and truly remarkable) developmental shift between a chess-beating AI, and a DOTA-beating AI, and the implications this has for the entire industry.

1. 2002)SLR 81

2. Leanne O' Leary, *Employment and Labour Relations Law in the Premier League, NBA and International Rugby Union* (2017) (Asser International Sports Law Series)

Ibid. pg 178

Agreement regarding the minimum requirements for standard player contracts in the professional football sector in the European Union and the rest of the UEFA territory

Mike Ozanian, Justin Teitelbaum, *The Most Valuable NBA Teams 2023* (Forbes (26 October 2023) <<https://www.forbes.com/sites/mikeozanian/2023/10/26/the-most-valuable-nba-teams-2023/?sh=17bd52f4209d>> accessed 5 March 2024
<https://nbpa.com/>

P Green, "COLLECTIVE AGREEMENTS AND THE ENFORCEABILITY CONUNDRUM IN NIGERIA*" 19(3) *Unizik Law Journal* <<https://journals.ezenwaohaetorc.org/index.php/ULJ/article/view/2696>> accessed 18 March 2024

(2012) 28 NLLR (Pt.80) 274 cited *ibid*

Elin Landstorm, "Elin Landstrom: Why Sweden's new CBA is a much better deal for players' (FIFPRO, 7 February 2024) <<https://fifpro.org/en/supporting-players/conditions-of-employment/collective-bargaining-and-agreements/elin-landstrom-why-sweden-s-new-cba-is-a-much-better-deal-for-players>> accessed 18 March 2024

OpenAI, 'OpenAI Five Defeats Dota 2 World Champion' (OpenAI) <https://openai.com/research/openai-five-defeats-dota-2-world-champions>

Dota 2 (Valve Corporation) <https://www.dota2.com>

Excorp, 'MOBA: The Most Successful Genre in Esports So Far' (Excorp) <https://excorp.gg/news/moba--the-most-successful-genre-in-esports-so-far>

Priori Data, 'League of Legends' (Priori Data) <https://prioridata.com/data/league-of-legends/>

OpenAI, 'Dota 2' (OpenAI) <https://openai.com/research/dota-2>

OpenAI, 'OpenAI Five Benchmark' (OpenAI Blog) <https://openai.com/blog/openai-five-benchmark>

The International/2018 (Liquipedia) https://liquipedia.net/dota2/The_International/2018

OpenAI, 'The International 2018 Results' (OpenAI) <https://openai.com/research/the-international-2018-results>

Ibid.

<https://openai.com/research/dota-2>

Berner C et al, 'Dota 2 with Large Scale Deep Reinforcement Learning' (2019) <https://arxiv.org/abs/1912.06680>

Swift and Slashing, *Computer Topples Kasparov* (New York Times, 12 May 1997) <https://www.nytimes.com/1997/05/12/nyregion/swift-and-slashing-computer-topples-kasparov.html>

Campbell M, Hsu FH, Hoane AJ, Hsu F, 'Deep Blue' (2002) 134 *Artificial Intelligence* 57-83

<https://www.ibm.com/history/deep-blue>