# New Legal Challenges of Basketball Players Contract Law

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This article examines the evolving legal challenges of professional basketball player contracts in the context of globalization, technological transformation, and cross-border employment. Focusing on international player transfers, salary structures, and emerging payment mechanisms such as cryptocurrencies, the study analyses how traditional contractual frameworks are increasingly exposed to legal uncertainty. Particular emphasis is placed on the role of the Basketball Arbitral Tribunal (BAT) as a specialized dispute resolution mechanism applying the ex aequo et bono standard under Swiss arbitration law. By evaluating BAT jurisprudence alongside contemporary developments such as blockchain-based payments and digital market expansion, the article demonstrates how basketball contract law is adapting to new economic and regulatory realities. The study concludes that BAT has developed a coherent and predictable body of principles that strengthens contractual compliance, while technological innovations simultaneously offer efficiency gains and generate new legal risks requiring further regulatory clarification.

**Keywords:**
basketball player contracts,
Basketball Arbitral Tribunal (BAT),
international player transfers,
salary and remuneration structures,
cryptocurrency payments in sport

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## 1 Introduction

Basketball now competes with football for worldwide popularity. As professional sports become more global, the transfer of players between teams and countries is becoming increasingly complex. In the rapidly evolving global sports market, transparency is crucial for policymakers and stakeholders aiming to promote fairness and legal certainty between basketball teams and players, as are the variables of actionable legal relationships within this change. Disputes are inherent in human nature. And sport, as merely a human activity, is no stranger to conflict. The complexities surrounding modern sport – its increasing and growing commercial value, the rising number of stakeholders, and increasing public scrutiny – lead to an exponentially growing risk of debate and dispute. Furthermore, the rapid evolution of sports law and the presence of more knowledgeable legal professionals in this field provide fertile ground for conflict to develop in sport. Consequently, dispute resolution, especially in the international context, has become an important element of good governance in sport, requiring governing bodies to have clear and robust procedures to address different debates and reach effective solutions when conflicts arise. One of the main advantages of the arbitration system is that it allows disputes to be resolved quickly and, when necessary, urgently. This is particularly useful in the world of sport, where some disputes of a regulatory nature, such as those related to selection for competition and anti-doping issues, need to be resolved promptly to ensure the fairness and integrity of the competitions. During its approximately ten years of existence, the Basketball Arbitral Tribunal (BAT) has evolved from an innovative, even experimental, mechanism for resolving contractual disputes quickly and cost-effectively into an established international sports tribunal. BAT proceedings make the flexibility of international arbitration under Swiss *lex arbitri* the greatest advantage for users, while the tribunal's decisions, mostly rendered based on *ex aequo et bono* (the principle of equity and fairness), have created a jurisprudence that embodies the principles of equity concerning recurring issues in the context of professional sports contracts. [1]

With the internet and the ability to sell goods and carry real-time scores worldwide, things have changed significantly with the possibility of interactive television, digital television, and other technical advancements. Sports leagues are concerned about this rapid expansion of technology and are all trying to protect their intellectual

[1] Hasler, 2016.

property in this new environment. Add to these possibilities the fact that sports leagues now view themselves as global businesses and are not limited to live audiences, television viewers, or even viewers in the United States. The potential audience is currently seven billion people in 197 countries. Consequently, the entry of sports leagues into the global business arena is highly relevant to why there is such a great need for lawyers in all sports leagues.[2]

## 2 The Theoretical Foundations of Basketball Player Contracts

Undoubtedly, sports have been among the most prominent and appealing fields both throughout history and in the present day. Competition, strength, endurance, the uncertainty of outcomes, and its close connection with various aspects of social life make sports attractive and lead individuals to engage in this field. However, despite its significant social and economic impact, sports law has not yet received the attention it deserves in Türkiye. The number of scholarly monographic studies on the subject remains quite limited. The foundation of the relationship between an athlete and a sports club is the contract. The rights and obligations of the parties are determined in accordance with this agreement. Furthermore, any disputes arising between the parties must be resolved based on the provisions of such contracts. Both the athlete and the club possess the right to terminate the player contract. The reasons, consequences, and legal standing of such termination in relation to general provisions constitute distinctive features of these agreements. Sports, which attract great public interest and involve significant economic values, remain an area where sufficient academic research has not yet been conducted in the field of law. The negative consequences of this deficiency are reflected in the regulatory framework and in the mechanisms of dispute resolution. Essentially, the legal relationship between the player and the club is established through the contract concluded between the parties. This contract may be terminated either by the player or by the club. Termination, which is a unilateral declaration of intent, is classified as justified or unjustified. The financial consequences of termination also vary in accordance with this distinction.[3]

[2] Mishkin, 2001, pp. 449-460.
[3] Aydos, 2013, pp. 643-689.

Sports law is not only international; it is also non-governmental, and this distinguishes it from all other forms of law. The rules of sport constitute, in a true sense, a form of 'global law', as they are applied worldwide, encompass both international and national dimensions, and directly affect individuals. This can be observed, for example, in the Olympic Charter,[4] which is a special law of a 'constitutional nature' adhered to by all States, or in the World Anti-Doping Code[5], a document that provides the framework for harmonizing anti-doping policies, rules, and regulations both within sports organizations and among public authorities.[6]

In its simplest definition, sports law is the application of fundamental legal principles within the field of sports. Although sports law has increasingly come to be regarded as an independent branch of law, it has in fact emerged through the influence of multiple legal disciplines, including the law of obligations, civil procedure law, private international law, administrative law, competition law, labor law, and immigration law. In legal doctrine, sports law is defined in both narrow and broad senses. In the narrow sense, sports law is the branch of law that regulates the rights and obligations of athletes, the functioning of sports organizations, and the relationships among the various actors within the sports sector. In the broad sense, the scope of sports law includes the right of individuals to engage in sports and to participate in sporting activities, the labor and social security rights of those involved in sports, as well as the rules governing violence in sports, fair play, and disciplinary law. Another classification within sports law is the distinction between national and international sports law. According to this distinction, sporting activities containing a foreign element are considered international sports. The presence of such a foreign element affects not only the competent court or arbitral tribunal for resolving the dispute but also the body of law applicable to the case. Sports law, being a field with its own unique structure, requires legal professionals who possess expertise in and understanding of the realities and specific needs of sports. Particularly in cases involving a foreign element, the resolution of sports law disputes by specialized, impartial, and independent jurists is essential for the development of sports culture. In this regard, various arbitration institutions have been established to ensure access

[4] Olympic Charter (2025), adopted by International Olympic Committee (in force as from 25 January 2025). Retrieved from: https://stillmed.olympics.com/media/Documents/International-Olympic-Committee/IOC-Publications/EN-Olympic-Charter.pdf (accessed: October 1, 2025).
[5] World Anti-Doping Code, retrieved from: https://www.wada-ama.org/en/what-we-do/world-anti-doping-code (accessed: December 18, 2025).
[6] Casini, 2011, pp. 1317-1340.

to justice concerning decisions related to the governance and discipline of sporting activities.[7]

The fundamental question, particularly within the context of an international sports system, is how to effectively address and resolve the inevitable disputes that arise regarding the interpretation of specific rules, whether such rules have in fact been violated, and what the appropriate sanctions should be in the event of such violations. These disputes may also concern the eligibility of certain competitors, issues of corruption involving officials and others, and a range of other potential problems. At the domestic level, there exists a clear and conventional solution: state courts are available and well-established. They can issue orders that are effective within their respective jurisdictions, and the necessary degree of certainty can be achieved at this level. However, the challenges unique to sports include the fact that state courts often lack the specialized expertise required to address sports-related issues effectively. Furthermore, the judicial process is typically not well suited for resolving sports disputes which often demand swift resolution and expedited hearings, sometimes even in the midst of ongoing competitions. In addition, most claimants, namely, athletes often lack the financial resources to pursue costly legal proceedings. On the other end of the economic spectrum, however, there are numerous highly paid professional athletes and wealthy team owners who can easily afford expensive legal representation to defend matters that may, in the end, concern little more than their economic interests.[8]

The 'law-making' authority of arbitral institutions has been a recurring topic in international arbitration. It is widely acknowledged that international arbitral tribunals lack a fixed forum and are, therefore, relatively autonomous from the legal systems established by states. Nonetheless, their decision-making power is always constrained by the concept of international (transnational) public policy. Consequently, arbitral institutions generally seek to develop a coherent body of jurisprudence founded upon universally recognized general principles of law. This has also been the case in sports arbitration, where the Court of Arbitration for Sport (CAS) – often referred to as the 'Supreme Court' of sport – has developed a set of principles known as *lex sportiva*, which govern transnational sporting competitions.[9]

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[7] Direnisa, 2023, pp. 666-709.
[8] Pound, 2015, p. 76.
[9] For illustrative examples from professional basketball practice, see inter alia the *Donald Sterling case*, the 2011 NBA Lockout disputes, and the NBA–Warner Bros. Discovery broadcasting litigation.

Similarly, within the realm of basketball, the BAT, established to resolve contractual disputes in the sport, has exercised a genuine form of 'law-making' authority. The uniqueness of BAT arbitration lies in its potential to articulate the general legal principles governing contractual relationships in basketball. Moreover, the simplified and adaptable procedural framework of BAT provides arbitrators with exceptional control over the arbitral process. Finally, the voluntary nature of BAT proceedings (a feature unparalleled in sports arbitration) and its popularity within the basketball community reinforce the arbitrators' authority to determine what is fair and equitable within basketball contracts. Through this structure, BAT has become a significant presence in the field of sports arbitration and has contributed to the development of contractual standards underpinning global basketball.[10] Similarly, BAT aims to develop a consistent body of case law that will bring a greater degree of certainty for all parties and that will ai in resolving contractual disputes in basketball.

In sports law, arbitration offers not only faster outcomes that would state courts but also has the additional benefit of allowing adjudication by specialized sports law experts. Within this framework, the FIBA BAT, seated in Geneva, provides a cost-effective and expedited mechanism for resolving contractual disputes between players, agents, coaches, and clubs, subject to the parties' consent. Non-compliance with BAT awards may result in disciplinary sanctions imposed by FIBA, underscoring BAT's practical effectiveness and its significance for stakeholders in professional basketball.

BAT arbitration is conducted by a sole arbitrator and may proceed without hearing unless requested by the parties. Under the BAT Rules, awards are generally rendered within six weeks and, where the dispute value is below €30,000, may be issued without reasoning, subject to a party's right to request a reasoned decision within ten days upon payment of the applicable costs. BAT proceedings are governed by Swiss arbitration law, with arbitrators deciding disputes *ex aequo et bono*, based on equity and fairness rather than codified legal rules, while respecting any agreed choice of law. In practice, disputes frequently arise concerning bonuses or incentive payments, particularly where such commitments are not clearly documented.

[10] Radke, 2019, pp. 59–86.

Consequently, clubs must exercise utmost caution in their email communications, as such correspondence may serve as crucial evidence in arbitration proceedings.[11]

When professional athletes negotiate contracts with sports clubs, substantial sums of money may be at stake. In the American sports industry, player contracts have become lengthier and more lucrative than ever before. Generally, a player contract ensures that an athlete will play for a particular team for a specified period. In addition, the athlete may be required to participate in team-related activities outside the field of play, such as marketing campaigns and media events. Alongside their salary, the player is entitled to access training facilities, equipment, and staff provided by the team. A collective bargaining agreement (CBA) within a sports league may establish a standard player contract, which typically includes general provisions such as applicable laws and arbitration procedures. However, many contracts either modify these general terms or include more specific clauses. For example, a player may wish to protect their rights concerning royalties for products bearing their name or image or seek a guarantee of payment in the event of an injury that prevents them from playing. Given the complexity and potential financial risks associated with these terms, an athlete may engage a manager or even retain a lawyer to assist in negotiating such complex and high-stakes contractual provisions.[12]

The analysis of player transfer agreements draws on game theory, tournament theory, and legal pluralism. These frameworks explain negotiation dynamics, competitive resource allocation, and the interaction of national and international regulatory regimes. Increasing contractual complexity and market globalization have, however, intensified legal uncertainty, particularly in cross-border dispute resolution. International basketball clubs have demonstrated a recurring tendency not to comply with their contractual obligations. Therefore, the establishment of the BAT was essential to safeguard the integrity of the international basketball environment. Interestingly, the inclusion of the FIBA Standard Arbitration Clause in player contracts is not mandatory. However, since BAT was established, nearly all contracts have included this clause:

> *"Any dispute arising from or related to the present contract shall be submitted to the Basketball Arbitral Tribunal (BAT) in Geneva, Switzerland, and shall be resolved by a single arbitrator appointed by the BAT President in accordance with the BAT Arbitration Rules. The seat of arbitration shall be Geneva, Switzerland.*

[11] Direnisa, 2023, pp. 666-709.
[12] Justia, 2025.

*The arbitration shall be governed by Chapter 12 of the Swiss Private International Law Act, irrespective of the parties' domicile. The language of arbitration shall be English. The arbitrator shall decide the dispute ex aequo et bono."*[13]

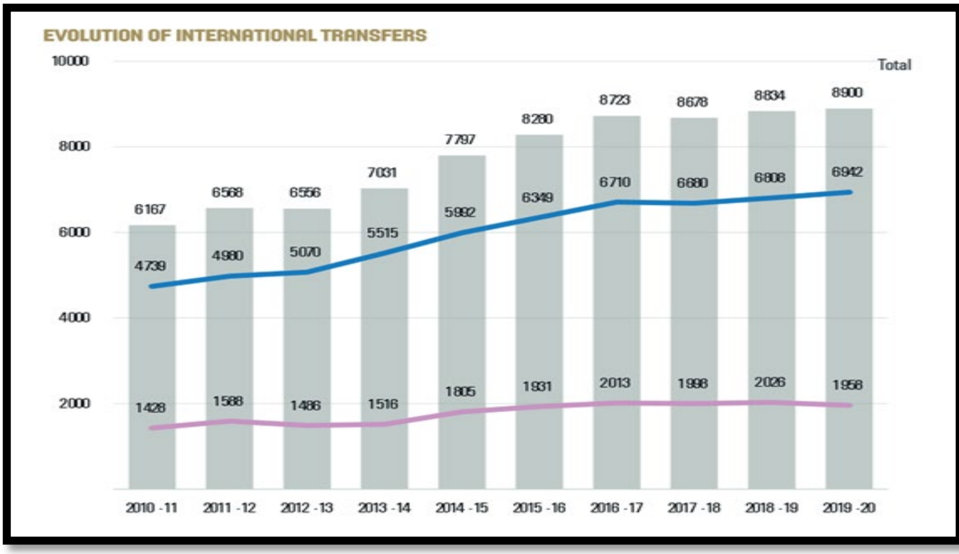


**Figure 1: Evolution of international basketball player transfers between the 2010/11 and 2019/20 seasons.**

Source: *International Basketball Migration Report 2020*, FIBA and CIES Sports Observatory, 2019. Retrieved from: https://assets.fiba.basketball/image/upload/documents-corporate-studies-and-facts-international-basketball-migration-report-2020.pdf (accessed: January 28, 2026).

As professional sports have become a major business sector, player transfers have emerged as a significant source of revenue at both organizational and individual levels. Transfer agreements typically require individualized negotiations involving clubs, players, and intermediaries. According to the 2020 Basketball Migration Report, the international basketball transfer market has expanded steadily over the past decade, reaching record levels, with 7,371 players involved in at least one international transfer in a single season.[14] Except for the Americas, all FIBA regions have experienced growth in international transfers. Although negotiations traditionally occur during the off-season, transfer activity increasingly continues throughout the competitive season, indicating that contractual negotiations

[13] Zovko, 2013.
[14] IBA & CIES Sports Observatory, International Basketball Migration Report 2020, FIBA, 2020.

constitute an ongoing process. Transfers may be negotiated directly or through intermediaries, reflecting the pursuit of optimal conditions by both clubs and players.

| Location | League | Typical/average salary in USD (US $) | Maximum salary in USD (US $) |
|---|---|---|---|
| **US** | NBA | 7.7 million | 40.2 million |
| **Europe** | EuroLeague | 65,000-100,000 | 5 million |
| **Spain** | Liga ACB | 130,000 | 5 million |
| **Turkey** | BSL | 250,000-450,000 | 2.6 million |
| **Europe** | Lower tier leagues | 1,000-3,000 per month | - |
| **Chine** | CBA | 1 million | 3 million |
| **Australia** | NBL | 60,000-100,000 | - |
| **Taiwan** | SBL | 1,400-2,000 per mont | 12,00 per month |

**Table 1: Overseas basketball player salary ranges across selected leagues.**
Source: FIBA; EuroLeague Players Association; NBA Collective Bargaining Agreement (compiled by the author).

Negotiations may be conducted directly between the parties, particularly in domestic transfers, or through intermediaries such as agents, managers, or even family members, especially in international contexts. Regardless of the negotiating structure, both clubs and players seek to maximize their respective interests. Clubs focus on a player's skills and attributes as sources of competitive advantage, while players generally aim to secure the most favorable economic terms. Nevertheless, players' priorities may vary according to age, status, and career stage, with factors such as guaranteed playing time or educational opportunities sometimes outweighing purely financial considerations. Negotiation theory emphasizes thorough preparation, including identifying the negotiation problem, clarifying interests, and anticipating the counterpart's position. This process often involves structured negotiation templates and offer-scoring systems to compare multi-issue proposals and support informed decision-making.

Various Multi-Criteria Decision-Making (MCDM/A) methods, also known as MARS, are used to develop negotiation offer scoring systems. However, applying MARS presents challenges, as studies show difficulties in interpreting utility values and comparing offers, particularly in SAW-based models, while AHP-based approaches rely on compensatory trade-offs and are limited to discrete negotiation problems. Furthermore, as seen in the MARS approach, pairwise comparisons can be quite demanding. Finally, the ranking of offers generated using the PROMETHEE II (Preference Ranking Organization Method for Enrichment

Evaluation) method may change completely if new alternatives are added, as this approach is susceptible to the rank reversal phenomenon.[15]

## 3 Signing Bonuses and Salary Caps

One of the key provisions in a player's contract is the signing bonus**,** a lump-sum payment offered as an incentive for joining a team. For the most talented athletes, a signing bonus can be worth millions of dollars. Although it is typically smaller than the total salary, it represents a significant guaranteed amount paid to the player upfront. Importantly, the bonus may be excluded from the team's salary cap, which limits the total amount of money a team can spend on player salaries each year. The idea behind salary caps is to prevent the wealthiest teams from acquiring all the top talent, thereby preserving competitive balance within the league. Factors determining these caps include not only concerns of fairness but also economic considerations. If fewer fans watch or support teams that are not truly competitive, this leads to lower television ratings, smaller audiences, and reduced overall revenues**.**

The impact of the salary cap system on team performance and the popularity of professional sports leagues in North America has been a matter of debate since the National Basketball Association (NBA) first introduced its cap in 1983. Salary caps, which act as a price ceiling on player costs for teams, are now widely used across various professional sports leagues in the United States and Canada. While some leagues employ a 'hard' cap one that teams are not permitted to exceed (e.g., the National Football League) the NBA operates under a "soft" cap system, which allows greater flexibility. Under this framework, teams may exceed the cap by paying a luxury tax or penalty fee, enabling them to retain key players or sign high-value free agents while maintaining an element of financial parity across the league.[16] In the doctrine, according to Kesenne's interpretation, a three-dimensional 'salary–market–management' model is proposed to systematically explain how the salary system influences competitive balance. First, salary restrictions theoretically prevent the formation of star monopolies; however, market disparities – such as the commercial attractiveness of large cities – can weaken their effectiveness. Second, market resources determine a team's ability to exceed salary limitations; for instance,

[15] Górecka & Gulak-Lipka, 2021, pp. 83-95.
[15] Pradhan & Leshchinski, 2025.
[16] Pradhan & Leshchinski, 2025.

the NBA's Los Angeles Lakers attract free agents through non-salary advantages. Finally, managerial capability becomes the key factor for the survival of small-market teams, as seen in how the NBA's Oklahoma City Thunder offset their resource disadvantages by accumulating draft picks and renewing waivers. This model reveals the complex interaction between salary systems and competitive balance, providing a theoretical framework for subsequent empirical analysis. Moreover, it highlights the need to optimize league policies from multiple dimensions to ensure the sustainable development of professional sports leagues. [17]

## 3. NBA Salary Rules

In professional sports, star players are key drivers of fan engagement and commercial success, boosting ticket sales, media attention, and league appeal. This effect was clearly illustrated by Lionel Messi's transfer to Inter Miami, which led to sold-out home games and stadium expansion during the 2024 season.

A similar dynamic emerged in the NBA when LeBron James transferred from the Cleveland Cavaliers to the Miami Heat in 2010. Known as 'The Decision', this move highlighted the growing leverage of elite players and reshaped competitive balance while generating substantial economic benefits for both the team and the league. Together with comparable cases, it illustrates the significant influence of star players, whose absence may likewise produce adverse effects. For example, when Messi sustained a leg injury during the 2023 MLS season, he missed five matches, including a highly anticipated fixture against the Chicago Fire, resulting in noticeable declines in both attendance and viewership metrics. [18]

### 3.2 NBA Salary Cap

The NBA Salary Cap refers to the maximum total amount that a team may allocate to player salaries during a given Salary Cap Year, subject to the rules and exceptions set out in the Collective Bargaining Agreement (CBA). The concept of 'Team Salary' extends beyond active player salaries and varies depending on the stage of the NBA calendar. While offseason calculations include items such as free agent cap holds and unsigned draft pick obligations, regular-season team salary generally consists of

[17] Cheng, 2025, pp.1096-1103.
[18] Law & Law, 2025.

current player salaries and certain residual payment obligations. A Salary Cap Year runs from 1 July to 30 June of the following year. The cap is adjusted annually, but may neither decrease from the previous season nor exceed 110% of the prior year's cap. In addition to the salary cap itself, the NBA operates a multi-tiered system including a minimum team salary set at 90% of the cap, a luxury tax threshold fixed at 121.5% of the cap, and two additional upper spending limits known as the first and second aprons. These thresholds, determined by formulas set out in the CBA, play a central role in roster construction and financial regulation within the league. In summary, the NBA's salary cap system and its related tiers can be structured as follows:

1. Salary Floor (Minimum Team Salary): 90% of the Salary Cap;
2. Salary Cap: The official spending limit for teams;
3. Tax Level: 121.5% of the Salary Cap;
4. First Apron Level;
5. Second Apron Level.[19]

For instance, during the 2024–25 season**,** these thresholds were as follows:

– Salary Floor: $126.529 million;
– Salary Cap: $140.588 million;
– Tax Level: $170.814 million;
– First Apron: $178.132 million;
– Second Apron: $188.931 million.[20]

## 4 Cryptocurrency Applications in the Payment of Basketball Player Salaries

The digital transformation of the sports industry has enhanced efficiency, transparency, and innovation, while exposing the limitations of traditional, intermediary-based transaction models, including centralized control, high costs, and delayed financial processes. Blockchain technology offers an alternative by enabling decentralized, secure, and transparent transactions, reducing dependence on

[19] National Basketball Association & National Basketball Players Association, Collective Bargaining Agreement 2023–2030, NBA, 2023.
[20] Orsini, 2025, pp. 5-7.

intermediaries and strengthening trust among stakeholders such as athletes, clubs, and sponsors. Through its underlying infrastructure, cryptocurrencies facilitate faster payments, lower transaction costs, and improved data security, thereby expanding their relevance within professional sports, particularly in relation to financial operations and athlete compensation.

Cryptocurrencies have influenced sports primarily through fan tokens, which leverage blockchain technology to enhance fan engagement. Platforms such as Socios.com enable fans to participate in certain club-related decisions, while NBA teams like the Sacramento Kings have emerged as early adopters of blockchain-based fan engagement models. The team launched its own 'Sacramento Kings Token' and utilized blockchain to enhance ticket sales and fan engagement initiatives. By harnessing the power of cryptocurrency, the Kings have succeeded in creating a more secure, transparent, and rewarding experience for their fan base.[21] The NBA, as a major professional sports league, experienced a significant 12.5% increase in sponsorship revenue during the 2021/22 season, largely driven by partnerships with brands from the cryptocurrency sector. As a result, the league's total sponsorship income reached 1.64 billion USD.[22]

Empirical studies using data mining and regression methods demonstrate that non-contractual factors –such as age, performance, and club status – significantly affect contract values and transfer fees. At the same time, blockchain technology is emerging as a transformative force in professional sports through applications such as smart contracts, tokenized sponsorships, and decentralized ticketing, enhancing transparency, security, and fan engagement. While blockchain's core features – decentralization, immutability, and transparency – address long-standing issues of fraud and data manipulation, its adoption in sports remains at an early stage. Nonetheless, initiatives such as UEFA's blockchain-based ticketing at EURO 2020 and NBA Top Shot NFTs illustrate the growing integration of blockchain technology in football and basketball.

Cryptocurrency's journey into the sports world began not long ago. The first notable instance occurred in 2018, when the Turkish football club Harunustaspor signed player Ömer Faruk Kıroğlu, paying part of his transfer fee – approximately 2,500

[21] Blockchain Today, 2024.
[22] WARC, 2022.

Turkish Lira (£467.30) – in cryptocurrency. This event drew global attention, demonstrating how crypto could be integrated into various sectors to simplify transactions. The trend of using cryptocurrency in payments continued to rise, reaching a milestone in 2021 when Spanish footballer David Barral became the first professional player to be fully transferred using cryptocurrency. By 2022, the practice had become even more widespread; São Paulo FC, backed by its sponsor and crypto exchange Bitso, made headlines by acquiring Giuliano Galoppo for $6 million USD paid via USDC stablecoin. Beyond player transfers, cryptocurrency companies have also shown great interest in football sponsorships. One of the earliest and most prominent partnerships was between the English Premier League's Arsenal FC and CashBet Coin in 2018, which served as a pioneering example of how the worlds of crypto and football began to converge. [23]

The intersection of sports and technology has led many NFL and NBA players to explore cryptocurrencies and use their influence to promote blockchain innovations. From endorsing crypto platforms to adopting them as payment gateways, these athletes are shaping the future of digital finance. Tyrese Haliburton, a professional basketball player who plays as a point guard for the NBA's Indiana Pacers, addressed the connection between cryptocurrency and the NBA, stating, *"The presence of cryptocurrency in the NBA is definitely increasing, especially with the collaboration between the NBA and Coinbase, one of the top cryptocurrency exchanges. I think just having the brand there has led to more conversations recently.*" [24] BitPay, the world's largest Bitcoin and cryptocurrency payment service provider, has announced that payments with Dogecoin will now be available for both merchants and consumers. As one of the early adopters of cryptocurrency, the NBA's Dallas Mavericks will be the first team to accept Dogecoin. Mavs Fans for Life (MFFLs) can now use Dogecoin to purchase tickets and merchandise online, making Maverick's products more accessible to fans everywhere. The Dallas Mavericks have already been accepting Bitcoin as a payment method for game tickets and merchandise for nearly two years. [25]

Through Decentralized Autonomous Organizations (DAOs), blockchain enables transparent and inclusive governance by allowing stakeholders to participate in decision-making via token-based mechanisms. In this context, the Dynamic Capabilities Framework (DCF) and the Four Modes of Governance (FMG)

[23] Kariuk, 2025.
[24] The Playoffs News Team, 2025.
[25] Finegold, 2021.

framework provide useful analytical tools for identifying emerging trends, implementing smart contracts and DAOs, and adapting governance structures to ensure effectiveness and regulatory compliance. These innovations reflect a broader transformation in how sports organizations engage with fans, manage assets, and organize operations. However, academic research on these developments remains limited, often confined to theoretical analyses or single-sport case studies.

### 4.1 How Do Crypto Contracts Work?

Receiving payments in cryptocurrency is not as simple as exchanging dollars for Bitcoin through a conventional financial intermediary. Unlike traditional salary payments, cryptocurrency transactions require the use of digital wallets, blockchain-based verification mechanisms, and compliance with platform-specific protocols. The process typically involves the agreement of the parties on the type of digital asset to be used, the payment method and timing, and the selection of a secure blockchain network through which the transaction will be executed. In addition, issues such as transaction fees, exchange rate volatility, and regulatory compliance must be considered in advance. Once these parameters are established, the payment is recorded on the blockchain, creating a transparent and immutable transaction history.

### 4.2 Why Do Players Want Crypto Payments?

There are several reasons why NBA stars are increasingly opting to receive their salaries in cryptocurrency, reflecting both financial and strategic motivations.

i) Investment Potential: Many players view cryptocurrencies as a way to grow their wealth. Instead of converting their salaries into crypto later, they prefer to receive direct payments in digital assets to potentially benefit from price appreciation.

ii) Global Appeal: For internationally recognized athletes, cryptocurrencies make it easier to manage money across different countries. This allows them to avoid complications related to currency exchange rates and traditional banking systems.

iii) Financial Innovation: Younger players, in particular, are eager to be part of the digital finance revolution. They see cryptocurrency as the future of money and want to be active participants in this transformation.

iv) Tax Advantages: In some cases, receiving payments in cryptocurrency may provide tax benefits, depending on local laws and regulations. [26]

For these reasons, crypto payments represent more than just an alternative salary method – they symbolize financial freedom, global accessibility, and an embrace of innovation for many professional athletes. [27]

Blockchain technology enhances risk management and fraud prevention by reducing issues such as ticket scalping, counterfeit products, and unauthorized access. Smart contracts enable automatic and transparent payments, limiting disputes and operational inefficiencies, while decentralized identity systems support secure verification of athletes and other stakeholders. Through these mechanisms, blockchain integration contributes to more efficient, transparent, and secure governance structures within professional sports organizations. Blockchain technology is revolutionizing sports event management by enhancing value creation, streamlining operations, and increasing stakeholder engagement. The use of tokens and NFTs (non-fungible tokens) by sports organizations has transformed fan engagement, offering digital collectibles that can be bought, sold, and traded on blockchain platforms. These tokens encourage fan participation and loyalty while helping clubs strengthen their financial and strategic positions. NBA Top Shot, for instance, uses NFT-based ticketing and digital collectibles to guarantee authenticity and prevent fraud. The global sports blockchain market is projected to reach 1.4 billion USD by 2030, growing at an annual rate of 8.5%. [28]

Blockchain has been criticized for commodifying fandom and being associated with gambling-like features. Despite these concerns, the emergence of NFTs and fan tokens has provided sports organizations with new revenue streams and allowed them to play a greater role in the marketplace. Decentralized Autonomous Organizations (DAOs), which operate on a network-based governance and financial model, have become possible by applying blockchain technology in sports transformation processes. Ticketing systems can be developed using blockchain-based platforms, allowing fans to purchase tickets directly from organizers, eliminating the risk of counterfeit tickets, and ensuring fair pricing. Smart contracts

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[26] OECD, Taxing Virtual Currencies: An Overview of Tax Treatments and Emerging Tax Policy Issues, OECD Publishing, 2020.
[27] Fans First Sports Network, 2025.
[28] Bucea-Manea-Țoniş, Antonescu & Mihăilă, 2025.

automate and secure athlete contracts and payments, simplifying contract negotiations and ensuring timely and transparent transactions.[29]

In the sports context, 'crypto' encompasses not only cryptocurrencies but also NFTs and fan tokens, which are used by clubs and athletes to enhance fan engagement. While crypto-based applications offer greater transparency and global accessibility, they also raise significant legal concerns, particularly due to regulatory uncertainty and price volatility. The absence of harmonized legal frameworks exposes both users and operators to legal and financial risks, distinguishing crypto-based sports activities from traditionally regulated systems. On the other hand, in terms of security concerns, while blockchain technology is renowned for its robust security features, crypto betting platforms remain vulnerable to cyberattacks. Hackers can exploit weaknesses in platforms or digital wallets to steal funds or compromise user accounts. Therefore, it is crucial for bettors to use reputable crypto betting platforms and take necessary precautions to secure their funds.[30]

## 5 The Role of the BAT in Resolving Disputes Among Basketball Players

The BAT has emerged as one of the most prominent international sports arbitration bodies, ranking second worldwide by case volume. Established to resolve basketball-related contractual disputes in a fast and cost-effective manner, BAT operates under an *ex aequo et bono* standard, through which its awards have developed a coherent body of equitable principles governing recurring contractual issues. Since receiving its first case in 2007, BAT has experienced steady growth, surpassing 1,500 cases within just over a decade, thereby confirming its role as a trusted and efficient dispute resolution mechanism in international basketball. BAT was established largely in response to demands from player representatives seeking a dispute resolution mechanism that would compel parties in player contracts to comply with and respect contractual terms. Resorting to national courts often meant a long and costly process for the parties involved. This situation led to frequent unpunished breaches of contract in international basketball, forcing the aggrieved party to fight for years – often in an unfamiliar legal system and at significant financial cost.

[29] Varshney, 2022.
[30] College Insider.com, n.d.

To overcome these challenges, the BAT was introduced – largely computer-based, operating with a single arbitrator, and rendering decisions not based on any national legal system but *ex aequo et bono*, that is, grounded in fairness and justice. In doing so, it has effectively helped to develop a genuine *lex sportiva* within the realm of international basketball. Arbitration is a fundamental tool in resolving disputes within professional sports and is valued for its efficiency, confidentiality, and finality. However, the systems employed by professional sports leagues differ significantly in terms of fairness, transparency, and outcomes. While arbitration remains one of the cornerstones of dispute resolution in professional sports, how it is implemented varies widely across leagues, often yielding mixed results concerning justice, transparency, and accountability.[31] A professional basketball player's employment contract typically sets out salary and, where applicable, performance-based bonuses. However, clubs often fail to pay amounts due because of contractual disputes, unmet bonus criteria, or financial and performance-related concerns, with the sudden suspension of payments having serious legal and professional consequences for the player.

### 5.1 Basketball Arbitral Tribunal (BAT)

The BAT is an independent body officially recognized by FIBA and included in the FIBA General Statutes. It provides a quick and simple arbitration process for resolving disputes between players, agents, coaches, and clubs. The BAT was established in 2006 (originally as the FIBA Arbitral Tribunal).[32] However, the practice goes beyond mere mediation, and the BAT Rules offer an instructive example by adopting a more 'continental' approach that explicitly allows the arbitrator to encourage settlement. Article 12.3 of the BAT Rules states that "the Arbitrator is authorized to assist the parties in reaching a settlement of their dispute". The first point to note is that such a provision is fully consistent with Swiss law[33], which serves as the *lex arbitri* for BAT proceedings under Article 2.2 of the BAT Rules. Beyond this, however, there is little detail provided about the operation of

[31] Grewal, 2025.
[32] Key Features of the BAT: i) Real arbitration under Swiss law; ii) a sole arbitrator appointed by the BAT President; iii) witnesses are heard only upon request; iv) provisional and protective measures are available; v) the arbitrator decides ex aequo et bono, meaning based on principles of fairness and justice, without reference to any national or international law; vi) The award is rendered within six weeks after the end of the proceedings (Source: BAT - Basketball Arbitral Tribunal). Failure to comply with a BAT award may result in sanctions imposed by FIBA, such as fines, withdrawal of a FIBA Agent License, an international transfer ban for a player, or a prohibition on registering new players for a club, as provided in the FIBA Internal Regulations.
[33] See in particular Lalive, 2005, pp. 556–564.

this provision. Since the BAT mechanism does not include a separate mediator or conciliation panel, it is clear that the attempt to reach a settlement must be undertaken by the arbitrator themselves. This is confirmed by BAT practice, particularly in cases where arbitrators were expressly invited by the parties to facilitate settlement and accepted to do so (where the arbitrator took such initiative on their own (e.g., *BAT 0468/13 Matic v. Club Sportiv Municipal Targoviste*).[34] The vast majority of basketball contracts contain a clause designating the BAT as the competent dispute resolution body for basketball-related disputes. The BAT is an independent arbitral tribunal designed to ensure that all parties to a basketball contract see that the terms of the agreement are respected. It enables players to claim unpaid amounts through a cost-effective and relatively swift legal process. Any sports lawyer who has conducted a thorough review of BAT jurisprudence should be able to predict the outcome of such proceedings with a fair degree of certainty. For example, they should be able to determine whether a club can rely on disciplinary sanctions (such as fines) to offset a player's claim, whether the claim is time-barred, and other such procedural or substantive issues.[35]

### 5.2 Ensuring Respect for Basketball Contracts

Contractual compliance has become a persistent issue in globalized basketball, particularly in the post-Bosman era, where players and coaches frequently enter cross-border employment contracts. Differences in legal backgrounds and bargaining power have created structural inequalities, often exploited by clubs to avoid honoring contractual obligations. National legal systems, unfamiliar mandatory rules, and the deterrent effect of costly local court proceedings have further enabled such practices. In response, sports arbitration has assumed a norm-creating role. While CAS has developed *lex sportiva* across sports, the BAT has emerged as a key normative authority in basketball contract disputes. Through its ex aequo et bono standard, procedural flexibility, and cost-effective structure, BAT has contributed significantly to the development of equitable and widely accepted contractual principles, distinguishing its approach from CAS and the FIFA Dispute Resolution Chamber.

[34] AKT Todorović & partneri, 2023.
[35] BMWD, 2023.

Unlike FIFA, FIBA has adopted a largely hands-off approach to basketball employment contracts. FIBA Internal Regulations do not mandate contractual content or dispute resolution mechanisms, leaving the structure of employment relationships to the parties, with FIBA providing only non-binding recommendations. BAT's jurisdiction is based entirely on voluntary consent, with FIBA playing a merely advisory role. Although uncommon in sports governance, this model has proven effective due to BAT's broad acceptance, as evidenced by claims brought not only by players, coaches, and agents, but also by clubs themselves. As Dr. Dirk-Reiner Martens, the visionary behind the BAT, once summarized: *"This is not a court designed to help players; it is a court designed to ensure that both sides respect their contracts*."[36]

## 5.3 How Does the Basketball Arbitration Tribunal (BAT) Operate?

Some lawyers may argue that by applying the principle of *ex aequo et bono*, the BAT has the opportunity to act outside the scope of the law, making the outcome of a legal proceeding highly unpredictable. However, this is not the case. The BAT remains bound by fundamental legal principles such as *pacta sunt servanda* (which means 'agreements must be kept') and the principle of good faith. Moreover, over the years, a large number of BAT awards have been issued and published, providing a clear understanding of how the BAT handles specific disputes. If the parties have included the standard BAT arbitration clause in their contracts, the BAT has the authority to resolve disputes between players, agents, and clubs through arbitration. This clause is now mandatory for all international player contracts registered with FIBA. The clause reads as follows:

> *"Any dispute arising from or related to this contract shall be submitted to the Basketball Arbitration Tribunal (BAT) in Geneva, Switzerland, and shall be resolved by a single arbitrator appointed by the BAT President in accordance with the BAT Arbitration Rules. The seat of arbitration shall be Geneva, Switzerland. The arbitration shall be governed by Chapter 12 of the Swiss Private International Law Act, regardless of the parties' domicile. The language of arbitration shall be English. The arbitrator shall decide the dispute ex aequo et bono (in accordance with the principles of equity)."* (BAT Arbitration Rules, Article 0.3)

[36] Radke, 2019, pp. 59–86.

Main Features of the BAT:

a) True Arbitration under Swiss Law: All arbitration proceedings are based in Geneva, Switzerland. Regardless of the parties' residence, the arbitration is governed by Chapter 12 of the Swiss Private International Law Act (PILA), and the language of arbitration is English.
b) Single Arbitrator: All disputes brought before the BAT are decided by a Sole Arbitrator appointed by the BAT President (Professor Dr. Ulrich Haas) from a closed list consisting of seven arbitrators.[37]

## 5.4 Unilateral Termination of Employment Contracts

The unprecedented success of the (BAT) undeniably stems from its innovative nature. As Ian Blackshaw has noted: "*The BAT is proving to be an effective and therefore popular institution for resolving disputes in the sport of basketball, and perhaps this successful formula or model may also be adopted by other sports organizations for the resolution of their own disputes."*[38] In summary, the mission of the contemporary arbitration model established through the BAT is presented as "achieving a fair outcome by simplifying the dispute resolution system". This mission is reflected in the BAT Rules, which contain a set of established features designed to facilitate simple, fast, cost-effective, and most importantly, fair dispute resolution. The foundation of BAT's innovative model lies in Swiss arbitration law. A case-based analysis of BAT jurisprudence shows that the contract always serves as the starting point, and that arbitrators seek to evaluate the parties' conduct according to the terms they have agreed upon. Such an approach aligns with the prevailing view in Swiss law that, in arbitration based on the principle of *ex aequo et bono*, the arbitral tribunal will first and foremost apply the contract. As clearly stated in BAT case law: "*The principle of pacta sunt servanda is one of the leading principles in BAT jurisprudence, and the tribunal attaches great importance to this principle when assessing the conduct of the parties*."[39]

[37] Conde, 2020.
[38] Blackshaw, 2009.
[39] However, the principle of *pacta sunt servanda* does not mean that the arbitrator has no right to depart from the contract under any circumstances. The validity of a contract can always be questioned based on generally accepted defects of consent. As confirmed in one of the BAT awards: a signed contract remains valid and enforceable unless a party i) is fundamentally mistaken about certain facts that should be assessed in good faith as essential to the contract, ii) was induced to enter into the contract by the other party's fraud, or iii) signed the contract under duress from the other party (Radke, 2019, pp. 59–86.

In addition to filing a claim before the BAT, a basketball player may unilaterally terminate the employment contract, provided that the contractual requirements – such as prior notice of default or waiting periods – are respected where applicable. Even in the absence of an explicit termination clause, a player may terminate the contract for 'just cause' if the club commits a sufficiently serious breach of its obligations. Under general principles of contract law and consistent BAT jurisprudence, unilateral termination is justified only where it can no longer reasonably be expected for the terminating party to continue the employment relationship. Minor or isolated breaches are insufficient; termination is regarded as a measure of last resort. Where termination occurs with just cause, the player may claim compensation, subject to the duty to mitigate damages. Conversely, termination without just cause may expose the player to liability for damages or penalties, underscoring the need for specialized legal advice before taking such action.

### 5.5 Damages – Principle of Full Compensation

Termination of a contract can have serious consequences for both parties. Particular attention should be paid to situations where the club breaches its obligations (e.g., non-payment of salaries) or terminates the contract without just cause (e.g., alleging the player breached the contract), as these are relatively common under BAT jurisdiction. In both scenarios, the non-breaching party may be entitled to compensation and equitable damages. Since the club's breach causes the termination, it is liable to pay damages. As a general principle, the player may claim damages equivalent to the agreed contractual remuneration. At the same time, consistent with established BAT case law, "the claimant must prove the existence and the amount of the damages claimed". BAT's approach to compensation can be summarized as: "*As a rule, and in the absence of a specific provision on damages, the arbitrator awards an amount that puts the injured party in the economic position expected from the contract's performance.*" Consequently, *"the awarded damages are compensatory rather than punitive and aim to approximate as closely as possible the actual loss suffered."*[40]

[40] Haas, 2013.

## 5.6 Penal Provisions

BAT has frequently addressed contractual penalty clauses, particularly in cases involving late payment sanctions. BAT jurisprudence consistently applies the principle of proportionality, holding that contractual penalties must not exceed what is necessary to secure timely performance.

In line with general legal principles, contractual penalties are subject to review and adjustment where they are deemed excessive. The assessment of excessiveness is left to the arbitrator's discretion and depends on the specific circumstances of the case, with penalties considered disproportionate where they clearly exceed the debtor's principal obligation. Accordingly, BAT evaluates contractual penalties on a case-by-case basis, balancing deterrence with fairness. In determining the appropriateness of contractual penalties, BAT arbitrators have identified several guiding factors:

> *"(a) The arbitrator accepts that a contractual penalty serves as a reliable deterrent against the intentional delay of due payments;*
> *(b) A fixed fee applied equally to small or large amounts may be problematic and, depending on circumstances, may require adjustment;*
> *(c) A ceiling should be set for the contractual penalty. Only in exceptional cases (e.g., if the default period clearly exceeds one year or the debtor's conduct warrants a higher sanction) should this ceiling exceed the compensation secured by the contractual penalty;*
> *(d) The arbitrator must also take into account the parties' conduct: the obligation of the creditor to mitigate damages may require a reduction of contractual penalties if enforcement proceedings are deliberately delayed."*[41]

## 5.7 Penalties and Sporting Sanctions

Where a basketball club fails to meet its financial obligations, penalty fees may become payable, provided that a penalty clause is included in the contract. Such clauses can effectively incentivize timely payment and are generally upheld in BAT jurisprudence, so long as they are not excessive. However, BAT may reduce the amount awarded, particularly where penalties are disproportionate or where a player delays initiating proceedings solely to increase accrued penalties.

[41] Radke, 2019, pp. 59–86.

## 5.8 Sporting Sanctions

If a basketball club fails to fulfill its obligations even after a BAT Award has been issued (i.e., if the club is ordered to pay unpaid salaries, bonuses, penalty fees, and/or compensation), a player may request FIBA to impose sporting sanctions on the club. These sanctions can include prohibiting the club from registering new players. Normally, this serves as an effective tool to pressure a club to comply with an award. However, if sporting sanctions prove ineffective, additional steps may be taken to enforce the BAT Award (to our knowledge, such measures have not been necessary since BAT was established).

## 5.9 Innovations

As is well known, the BAT has simplified the dispute resolution process in 2025 with small but highly effective amendments to the BAT Arbitration Rules (2025 BAT Rules).[42] These updates to notification procedures, filing deadlines, and payment protocols promise faster resolution of commercial disputes for players, agents, and legal advisors operating in international basketball.[43] Second, FIBA has announced an important regulatory change for sports agents. As of 1 July 2025, clubs will no longer be allowed to make any payments to player agents. This eliminates the previous exception that permitted such transactions under certain conditions.[44]

FIBA has prohibited clubs from making payments to agents on behalf of players, with this significant regulatory change taking effect from 5 December 2024. This change, detailed in the former Article 3-297 of the FIBA Internal Regulations and now amended to Article 3-299(b), aims to eliminate conflicts of interest and strengthen the integrity of the agent-player relationship by ensuring that agents are paid solely by their clients.[45]

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[42] BAT Arbitration Rules, as amended in 2025.
Fédération Internationale de Basketball (FIBA), Regulations on Working with Agents, amendment effective as of 1 July 2025.
[43] Bolcar, 2025.
[44] Adviser Armknecht, 2025.
[45] Fédération Internationale de Basketball (FIBA), Internal Regulations, former Article 3-297, as amended to Article 3-299(b), amendment effective as of 5 December 2024.

The new Article 3-299(b) states:

> *"[…] A FIBA Licensed Representative (and any legal entity or unincorporated business through which this Representative operates) […] b. shall not accept payment for its services from anyone other than its client […]."*

Clubs must comply by ceasing direct or indirect payments to agents and adjusting ongoing transactions accordingly. Originally set to take effect on 1 February 2025, the rule was postponed to 1 July 2025 following opposition from some European agents and clubs, allowing a transitional period for clubs to adapt their practices.

One reason for resistance from certain European clubs is that the new rule could, in practice, require clubs to increase overall salaries to cover the 'extra costs' related to social security contributions for amounts owed directly to a player's agent upon the player's request. Contracts signed under previous regulations before this effective date will not be penalized; however, new or renewed contracts must comply with the new rules, and non-compliance may result in disciplinary sanctions.

FIBA's rationale behind this change is to maintain high standards of integrity and transparency in basketball. FIBA argues that direct or indirect payments to agents by clubs have long posed a conflict-of-interest risk and could undermine agents' independence in representing their clients' best interests. By mandating payments be made solely by clients, FIBA aims to reinforce the impartiality and honesty of the agent-player relationship, ensuring that all stakeholders act in the best interests of the sport and its participants.

In Switzerland, although agent involvement is not mandatory in player transfers, it provides added value in networking and facilitating clubs' communication with players in the market, especially for international transfers. Registered and authorized agents must have their authority and representation verified by clubs. Under Swiss law (OSE Article 20 and OEmol-LSE Article 3(2)), when an agent is appointed by a player, the maximum commission collectible by the agent is capped at 5% of the first general gross annual salary plus VAT, which overrides FIBA's allowance of up to 10%.[46]

[46] Charles Russell Speechlys, n.d.

## 6 Conclusions

Considering all the points discussed in this brief article, a basketball player has multiple potential courses of action if their club fails to fulfill its (financial) obligations. However, it should be emphasized that arbitration is generally a highly effective solution in disputes between players and clubs. This pathway helps protect the legal rights of the parties, prevents unnecessary costs, and should ensure that the player is not held responsible for unilaterally terminating the contract too hastily, while simultaneously safeguarding the club's interests. The uniqueness of BAT arbitration can be measured in several ways. Undoubtedly, one key aspect is the consistent 'case law' established by BAT, which effectively creates de facto authority over the standards of basketball contracts. Before claiming that BAT arbitrators create a coherent body of law, it is important to consider the distinct features of the BAT decision-making process. Given the internal constraints related to international (transnational) public policy, it is likely safer to state that under the ex aequo et bono principle, BAT arbitrators do not create law per se but rather clarify and apply general legal principles.

As the metaverse and virtual reality technologies continue to evolve, we may also witness the rise of new sports experiences supported by cryptocurrencies. Fans could participate in virtual matches backed by blockchain platforms and currencies, purchase digital products, and even engage in virtual sporting competitions. Cryptocurrencies have tremendous and largely untapped potential to revolutionize the sports industry. By offering secure, transparent, and decentralized platforms for financial transactions, data management, and fan engagement, cryptocurrencies provide athletes, teams, leagues, and fans with previously unimaginable opportunities. In particular, the growing trend of basketball players requesting payments in cryptocurrency signals a significant shift in professional sports. While it brings both opportunities and challenges, it demonstrates how leagues continue to innovate in player compensation. As more players explore this option and teams develop better systems to manage it, cryptocurrency may become a standard feature of basketball contracts. This evolution in player payments reflects broader changes in how we perceive money and value in the digital age. Whether this trend becomes the new normal or remains an option for tech-savvy players, basketball is already leaving a mark on the financial world.

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13