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MUSIC LICENSING IN THE AGE OF TIKTOK

TIMOTHY FEATHERS AND JANA E AUNE

Trends may come and go, but TikTok is likely here to stay. With many people stuck inside during the pandemic and needing inspiration for new hobbies, they turned to TikTok for recipes, books, dances, fashion, makeup and hair, sports, music and much more. Prior to the pandemic, TikTok had 381 million users. That number grew to over 1 billion in 2021, making it the most popular app in 2020 and 2021. For businesses, the app provides a new media platform for advertising, brand awareness and connecting with consumers, but those advantages do not come without concern, especially when it comes to music licensing.

The concept of TikTok is straightforward. Users upload videos and publish them on the app and consumers can view, comment and "heart" or save the video to their profiles. TikTok started as a music sharing application called Musical.ly before it was bought by media giant ByteDance and transformed into what it is today. Videos can range from 15 seconds to 10 minutes, depending on the length the user chooses. Users can choose to upload a video with the original sound or choose to mute the original sound and layer music over the video instead.

With the increase in popularity, TikTok experienced a substantial increase in problems with the music industry regarding the use of unlicensed music. The use of unlicensed music triggered an avalanche of the Digital Millennium

Copyright Act (DMCA) takedown notices and copyright infringement claims. The DMCA is a mechanism used by copyright holders to enforce their rights. Under the DMCA, a copyright holder can send a takedown notice to TikTok when it discovers a video using its copyrighted music without a proper license. TikTok will remove the content immediately, and, unless the user claims they have the right to use the material, the content will be permanently removed. If the user does claim they have rights in the work, TikTok may repost the work, be absolved of any liability under the DMCA's safe harbor, and it would then be up to the parties to then resolve their difference in court. In the first half of 2020, TikTok received 10,625 DMCA takedown notices with 86% of those leading to removal. TikTok's perceived indifference to the music licensing issues caused some rights holders to threaten litigation, including the music giant, National Music Publishers' Association.

In partial response to these problems, in mid-2020, TikTok began signing license agreements with major rights holders to provide a library of properly licensed music for use on the app. To date, TikTok has signed agreements with the National Music Publishers' Association, Sony Music Entertainment, Warner Music Group and Universal Music Group. While the details of the deals are undisclosed, these arrangements typically pay royalties to rights holders in return for

providing licensed music options on TikTok. Following the signing of these deals, TikTok created a music library on the app where users can select licensed music to upload, presumably free from DMCA takedown threats or claims of copyright infringement.

The non-commercial TikTok music library, which supposedly contains only licensed music, is only available for "regular" (non-commercial) account users, not business accounts. "Verified businesses and brands" are designated by a blue checkmark, known as a "badge," beside their account name. These are meant to authenticate the content to consumers so they know it is coming from that notable person or business. TikTok created a separate music library for verified businesses, known as the Commercial Music Library (CML). Music in the CML is licensed specifically for commercial use.

For the most part, if a business uploads a video using a song or audio from the CML, it should not have to worry about DMCA takedown notices or copyright infringement claims; however, even this approach is not a total safe harbor for commercial accounts. Commercial users have recently reported using music from the CML only to nonetheless be hit with copyright infringement claims. It appears as though content creators on the platform have had the ability to designate the audio in their videos as approved for use in the CML, and

that has been done without adequate due diligence on the part of TikTok to ensure such audio does not include unlicensed music. Accordingly, commercial users are advised to use an extra level of diligence when using audio from the CML. If that audio includes popular music, and is not clearly provided by or through a legitimate rights holder – for example, if that Beyoncé song was just recently uploaded by an account with the name of "glitterprincess" rather than Sony – proceed with extreme caution. Unlike non-commercial accounts, the consequences to a commercial user are more likely to include a claim for significant monetary damages in addition to the mere takedown of the subject post.

Many brands will find the CML to be less than satisfactory because the selection is more limited and generally does not include popular music or songs that are "going viral." Brands are not required to use music in the CML; they can upload a video using their own music. If a business chooses to use a song not in the CML, they are required to secure all copyright and licensing permissions. When a user uploads a video using a song that was not obtained in one of the TikTok libraries, it will be identified as an "original sound." But as noted above, the "original sound" designation does not guarantee that the audio has been cleared for use on the platform. If a brand publishes a video with a non-CML song without

securing licenses, the business is at risk for receiving an infringement claim and DMCA takedown notice and having to remove the content, regardless of the sound description.

When publishing videos on TikTok, businesses need to be aware of three potential issues with music licensing:

- Conducting sufficient due diligence when using CML music.
- Securing proper licensing rights when uploading non-CML music.
- Preparing responses to potential DMCA takedown notices.

RUNNING A LEGAL SWEEPSTAKES OR CONTEST IN THE ESPORTS AND ONLINE GAMING WORLD

STEPHEN COSENTINO, CIPP AND ABIGAIL FLORES

With the explosion of online sweepstakes in recent years, many marketing companies promote sweepstakes and online contests as an attractive way to gain users and customers. Many companies will adopt rules from a current promotion without considering the potential liability and regulatory risks. Even with 50 states and the federal government enforcing sweepstakes' law violations, not to mention consumer litigation, the sheer volume of sweepstakes and contests being promoted online means that there is a lot of non-compliance flying

under the radar. Taking the position that if an X, Y or Z company is running a promotion in a particular manner that it must be okay, is a recipe for potential regulatory fines, negative publicity and even costly class action litigation claims.

Sweepstakes are regulated by state illegal lottery laws, which typically have criminal and civil penalties. Because these laws are focused on the participant, any U.S. sweepstakes conducted online must comply with all 50 states' illegal lottery laws,

unless participants from particular states are excluded. The general rule is that an illegal lottery consists of three elements: a prize, a chance and consideration. Because there is always a prize, to make a sweepstakes legal, the sponsor must remove either the element of chance or consideration.

Chance is removed by making the promotion a true skills contest. In the esports world, this often takes the form of an esports tournament where prizes are awarded to the winner. However, federal laws such as

the Illegal Gambling Business Under the Organized Crime Control Act, the Unlawful Sports Gambling Act and the Unlawful Internet Gambling Enforcement Act of 2006, make it a crime to bet or wager on the outcome of a contest. While an entry fee to an esports contest is generally permissible, allowing bets or wagers is not. Another risk to consider is the fact that esports competitions are relatively new compared with traditional gambling. States have consistently held that traditional casino games, such as Poker and Blackjack, are illegal gambling. Even though these games involve skill, they also involve an element of chance. It is possible that a regulator could find that esports competitions also involve an element of chance based on the elements of the game that the player cannot control. Promoters of esports competitions should keep abreast of new developments in this field. Also, keep in mind that a random tie-breaker mechanism introduces an element of chance into a skill contest, making it an illegal lottery.

Consideration is removed by including an alternative method of entry (AMOE). This often takes the form of a mail-in entry, typically on a 3x5 card. This type of AMOE has been used for years. Generation Xers will remember the character Lazlo Hollyfeld, played by Jon Gries of the "Napoleon Dynamite" fame from the 80's movie "Real Genius." Lazlo lives in the closet of the main character, played by Val Kilmer, and spends the entire movie filling out sweepstakes entries. In 2022, many people don't have or typically use stamps, let alone 3x5 index cards, so the likelihood of a Lazlo Hollyfeld participating in your promotion is fairly

slim, particularly if the number of entries is limited. However, there is a risk that even though this method has been used for years, a regulator could at some point find it to be unreasonable given the declining use of snail mail. Again, this is an area that promoters should monitor.

Regardless of the type of promotion or the AMOE, promoters also need to avoid false advertising, misrepresentations and deceptive trade practice claims. Coinbase recently learned this lesson the hard way with its global \$1.2 Dogecoin Sweepstakes. In [*Suski v. Marden-Kane, Inc.*](#), a class action lawsuit was filed against Coinbase by individuals who opted into the Dogecoin Sweepstakes in June 2021. Coinbase included the tried and true alternative method of entry by allowing individuals to participate in the sweepstakes without trading Dogecoins by mailing in a 3x5 index card. However, Coinbase buried the alternate method of entry in the official rules and used a number of marketing pieces that led individuals to believe that trading Dogecoins was the only way to enter. The court in *Suski v. Marden-Kane* found that Coinbase did not promote an illegal lottery because it offered an alternative method of entry. However, the court denied Coinbase's motion to dismiss claims for false advertising and misrepresentations. The court found that, even though the alternative method of entry was disclosed in the official rules, the plaintiffs' claim stated that the sweepstake's advertising materials were likely to deceive a reasonable consumer into believing they were required to make Dogecoin trades in order to participate in the sweepstakes.

Sweepstakes laws and deceptive trade practice laws require the sponsor of a promotion to disclose the material terms and conditions. In general, the following information should be included in the terms and conditions:

- A statement that "No Purchase is Necessary" and that a purchase will not increase your chances of winning. The phrase "Many will enter, few will win" is also helpful.
- Eligibility Requirements: Any age, geographic or other restrictions on participants.
- Entry Instructions: Specific instructions on how to enter, including the alternative method of entry.
- Odds of Winning: Typically, this is expressed as X winners divided by the total number of entrants; however, some statutes, such as the Deceptive Mail Prevention and Enforcement Act, governing lotteries conducted through the mail, require an estimate of the odds.
- Important Dates and Deadlines: The start and end date of the entry period, and the date the winner will be selected.
- Selection Details: If using a third-party vendor to conduct the random drawing, the sponsor must indicate so.
- Details of the Prize: A description of the prize and its retail value.

In some specific situations, state laws may have further requirements regarding conducting sweepstakes. For example, most states require that records be kept and that a winners list be made available. Some states, such as Florida and New York, require that the sponsor post a list of the winners, post bond for the prize or register the promotion with the state. Also, promoters should prepare a short abbreviated list of the rules to use in the advertising copy, which includes the basic material elements of the sweepstakes and clearly states that no purchase is necessary and that there is an AMOE. Promoters must also comply with the “equal footing” rule, meaning that participants using the AMOE must have the same chance to win as those who pay an entry fee or purchase a product. In the *Suski v. Marden-Kane* case, participants were required to open a free account to receive their prize, although the court did not opine on that issue. To be safe, promoters should limit any actions required by AMOE’s entrants to receive the prize. States also have restrictions on the use of certain phrases such as “You Are a Winner”

or “Enter to Win.” Marketing pieces must clearly disclose that sweepstakes’ entrants only have one chance to win.

If conducting a sweepstakes through social media, the sponsor will need to comply with the rules of the particular platform or platforms it chooses to use. If a participant is asked to make a specific post on a social media site for entry in a promotion, a sponsor may be required by the Federal Trade Commission’s Endorsement Guidelines to disclose to the participant that the post is related to a promotion. In the terms and conditions of the sweepstakes, a sponsor should release the social media platform from liability and state that the platform is not sponsoring, endorsing or affiliated with the promotion. Specific platforms have rules on which methods of entry are permitted, such as commenting on a post or following a certain account.

Additionally, charitable organizations often engage in sweepstakes tied to sports in the form of a charitable raffle. While state laws typically prohibit raffles that involve consideration, many states have created exceptions

for charitable raffles and often include further requirements. Some states require that the organization sponsoring the raffle obtains an exemption from the Internal Revenue Service under Section 501(c), and several states require that the nonprofit be registered or licensed under state law. Ordinarily, all proceeds from the raffle must go towards the purpose of the charitable organization. In some instances, there is a limit on the gross proceeds allowed from the raffle or on the retail value of the prizes offered. Some states require that the members of the nonprofit organization conduct the raffle and that third-party vendors cannot administer the raffle.

While there are many potential pitfalls in conducting a sweepstakes or raffle, these types of promotions will continue to be a valuable marketing avenue for companies, including those in esports and online gaming. Companies should have their rules and marketing materials reviewed by experienced counsel in order to keep current with new developments in this ever evolving field.

SHOW ME THE TOKENS – USING CRYPTOGRAPHIC TOKENS TO ACTIVATE FANS

AALOK SHARMA AND DAVID S. KIM

The 2022 Australian Open will likely be remembered for the Rafael Nadal and Ash Barty match, where in which Ash Barty’s dominant play enabled him to become the first Australian to win the

Australian Open in over four decades. But, it should also be appreciated for what happened in the digital world. The tournament organizer’s creative use of cryptographic tokens was instrumental

in making this year’s event accessible to tennis fans around the world and even potentially attracting a new generation of fans.

Cryptographic tokens are digital assets that exist on a blockchain. One common type of token is a utility token, which is essentially a digital voucher or ticket that allows its holder to gain access to a future product or service. Some tokens are fungible and, thus, readily interchangeable like cryptocurrencies or fiat currency. But the type of token used at this year's Australian Open, a non-fungible token (NFT), cannot be replaced or directly substituted with another token. NFTs, which include digital certificates that allow their holders to prove ownership, authenticity and provenance, are specifically designed to be unique and verifiably scarce. In some cases, NFTs include, or are linked to, static pieces of digital art. These are more commonly understood among the general public. But, NFTs can also be linked to dynamic content that can be updated or manipulated over time, or even to real-world assets, like real estate, luxury goods or event tickets.

The first major tennis event to mint NFTs, the Australian Open sold all 6,776 "Art Ball" NFTs they created, each featuring a unique piece of generative art, in a matter of minutes. To foster a stronger connection to this year's tournament, the NFTs were randomly assigned to a 19x19-centimeter digital plots of a tennis court surface and updated using live match data from motion-sensing cameras installed around the real-world courts. Each winning shot was assigned to a corresponding plot, creating a digital record of points for that square, and that NFT was updated with video footage of the winning shot, along with a holographic sticker presenting it as

a winning NFT. Additionally, physical tennis balls from the tournament's 11 finals matches were distributed to the holders of the NFTs corresponding to the plots struck by the championship points. NFT holders were also provided with other benefits, such as limited-edition wearables and merchandise.

The Australian Open's Art Ball NFTs are just the latest example of an emerging trend in sports. NFTs present new opportunities for ball clubs, leagues, athletes and influencers to connect with their fans. However, there are a number of outstanding legal issues that should be considered:

Trademark Infringement and

Dilution: Some NFTs include, or are linked to, trademarks without the trademark owner's knowledge or permission. StockX, a streetwear resale marketplace, launched an NFT project to mint NFTs tied to specific pairs of physical shoes held by the company. In a 50-page complaint, Nike brought trademark infringement and dilution claims against StockX for selling NFTs of Nike shoes. StockX may have a plausible defense for posting a picture of a shoe bearing a Nike logo to resell a pair of Nike shoes under the First Sale Doctrine, but is that the same as posting a picture of a Nike shoe to sell the picture as an NFT, even if the NFT comes with the (smart-contractual) right to a pair of Nike shoes? Nominative use of Nike's marks is expected, perhaps even reasonable, when selling a product that gives the buyer the right to a pair of Nike shoes, but did StockX use only as much of Nike's mark as is necessary? Hypothetically, would it be different

if the mark owner had no intention of being in the metaverse or NFT market, or if the NFT were given away as a promotional item or as an add-on to a shoe purchase? It would be advisable for NFT creators to conduct proper trademark clearances before minting NFTs, for trademark owners to actively police the metaverse and NFT markets to make sure their marks aren't being used on, or in connection, with any NFTs or digital goods.

Trademark Filings: NFTs will likely play a key role in the metaverse for their ability to demonstrate ownership, authenticity and provenance. Whether it's as an offensive move or a defensive one, companies across various industries have been rushing to register their marks in connection with virtual products and services. Since Meta announced its rebrand in October 2021, numerous companies, including Nike, Walmart, McDonald's, L'Oreal, Ralph Lauren, Sports Illustrated and Johnson & Johnson, have filed several trademark applications to protect their respective marks in connection with downloadable virtual goods, retail store services featuring virtual goods and the like. It will be interesting to see how the U.S. Patent and Trademark Office, and other trademark offices around the world, will handle these cases when brands that otherwise peacefully coexist may be at odds when trying to elbow their way into the same computer and software-related classes.

Copyright Infringement: Of course, NFT creators should obtain the appropriate permissions before incorporating the work of others, but thousands of NFTs are being created every day with third-party intellectual

property without permission. If a copyright holder learns that their copyrighted material was minted without their consent, they could make a Digital Millennium Copyright Act (DMCA) takedown request or perhaps file a claim with the new Copyright Claims Board, which should be available to hear small claims as of this summer. But in a decentralized metaverse, where many NFTs are being minted anonymously, there may be some question as to who the infringing party is, or who the appropriate online service provider is, or even if the infringing materials could be removed. Given the prevalence of counterfeit NFTs in the marketplace, artists and copyright holders will expect OpenSea, and other platforms, to take robust actions to stop the use and sale of infringing NFTs.

Ownership Rights: It is important to understand exactly what is being sold and transferred with the sale of an NFT. For example, an NFT may include, or be linked to, a work of art, but fail to define exactly what its holder can or can't do with the work. NFT holders should not assume that they have the copyright to any part of the NFT. In fact, many NFT buyers simply acquire a copy of the work and a digital certificate of ownership, authenticity

and provenance, and none of the underlying rights to exploit that work; without an express written agreement, the copyright to the work stays with the copyright holder. Moreover, if the NFT does not stipulate that the work is singular, unique and non-editioned, or that the creator can't recreate the work or create any more copies, then any value of the NFT from its perceived scarcity may be in question.

Link Rot: While NFTs themselves exist on blockchains, their content is usually stored off-chain in private or centralized servers. Storing content in this manner could subject the NFT to link rot, in which case the NFT would be rendered useless.¹ For example, the NFT may not be linked to anything if its content were taken down (e.g., due to a DMCA takedown request), the server crashing or the business hosting the server goes out of business. The NFT itself may be immutable, but the content would be left vulnerable if it is not stored on the blockchain. Moreover, if the NFT does not include the content or at least a detailed description of the content, it could be changed at any time or even be removed altogether. NFT buyers should understand where their content is stored, how long it will be stored and what steps they can take to ensure its persistence.

NFT Theft: Data storage platforms can be hacked, and the token economy is susceptible to scams. At one point, it was estimated that 80% of NFTs minted using OpenSea's free minting tool were spam, scams or fraudulent. In a brazen phishing attack, hundreds of NFTs valued at more than \$1.7 million were stolen from OpenSea users by hackers who abused a feature of the NFT's smart contracts. It should be reasonably anticipated that there could be litigation requiring platforms to do more to prevent NFT theft. Indeed, one plaintiff has already sued OpenSea in federal court in Texas for negligence and breach of contract. In his complaint, the plaintiff alleges that an unlisted NFT was stolen when OpenSea knew about the bug that allowed for the theft, but did nothing to stop it.

NFTs and utility tokens are digital assets that will continue to be prevalent for the foreseeable future. These digital assets should be used to maximize fan loyalty and create new revenue streams for organizations. However, organizations should remain cautious as the legal risk for these new assets is emerging, and legal counsel should be involved to assess risk.

¹ Portions of the NFT's smart contract may also be stored off-chain in private or centralized servers, subjecting those portions to being amended or revoked unilaterally and without notice.

THE LINE UP

01 \$2 BILLION. In January of 2022, New York passed a law permitting mobile sports wagering. Within 30 days of its passage, sports betting operators generated close to \$2 billion in total sports wagering handle. According to reports, operators netted over \$140 million in revenue, which will lead to about \$70 million in taxes for New York. With more than 30 states enacting laws permitting sports wagering since the Supreme Court's *Murphy* decision, there will be increased political pressure on those few states that have still not enacted a sports wagering framework. It is expected that legislatures in Kansas, Minnesota and Missouri will consider sports betting proposals this year.

02 \$1 MILLION. In a landmark deal, Minnesota-native Paige Bueckers became the first-ever collegiate athlete to sign a Name, Image, and Likeness (NIL) agreement with Gatorade. As part of the deal, Bueckers will promote Gatorade products in television commercials, social media posts, product collaborations and events. Since the NCAA has authorized limited types of NIL arrangements, athletes across a number of sports have seen some benefits. However, not all of those benefits are resulting in cash. According to a report by *Axios*, student athletes at the University of Minnesota have been engaged over one hundred times in NIL deals, however, few of those deals result in monetary benefits.

04 \$5.25 MILLION. In a recent lawsuit first reported by the Washington Post, G2 Esports brought suit against Bondly, an NFT organization based in California. In its complaint, G2 alleges that it entered into an agreement for Bondly to mint a number of NFTs for the esports organization. After entering into the agreement, G2 alleges that Bondly failed to deliver on its promises, including paying an initial \$2 million in rights fee. According to G2, Bondly tried to pause performance under the parties' agreements, but G2 refused to do so, and instead requested assurances that Bondly would perform as promised. Based on the complaint, G2 alleges that it is owed \$5.25 million in damages. The G2 Esports lawsuit is a cautionary tale as more sports organization look to diversify their sports portfolio by investing in digital assets, including NFTs, cryptocurrencies and businesses operating in the metaverse.

03 125. In the fall of 2021, a federal district court in Pennsylvania denied the NCAA and several universities' motion to dismiss claims brought forth by student athletes stating that they should have been categorized as employees under the Fair Labor Standards Act (FLSA). In *Johnson v. Nat'l Collegiate Athletic Ass'n*, student athletes at five colleges and universities argued that they were employees who should have been paid for their athletic activities. More specifically, the student athletes claimed that the NCAA, and its member colleges and universities received millions of dollars from television and radio networks, but that those benefits were never passed down to the athletes. In denying the motion to dismiss, the federal district court noted that the relationship between the NCAA and individual universities closely resembled a joint-employer relationship, and that the student athletes should be permitted to argue that the NCAA and its members controlled significant aspects of the student athletes' daily activities. The potential class of defendants could consist of 125 colleges and universities. On February 3, 2022, the Third Circuit granted an interlocutory appeal because the trial court's order significantly diverged from other circuits which had already considered the matter. This will be the first appellate court to consider this issue after the Supreme Court's decision in *Alston*.

05 \$1.1 MILLION. The U.S. Justice Department has coined a new term when fraudsters hype NFTs on social media, only to abscond with the funds when it comes time for performance: the "rug pull". In an indictment in the Southern District of New York, two defendants began promoting a new NFT product line called "Frosties," which would reward purchasers with early access to a metaverse game, and exclusive passes to upcoming Frostie sessions. After minting the NFTs, the two defendants promptly shut down their website and absconded with \$1.1 Million in cryptocurrency after selling out of the Frostie NFTs. The two defendants were charged with fraud and conspiracy to commit money laundering. The Justice Department has warned consumers that "rug pulls" will become more common as consumers and businesses invest in new ventures.

THE LINE UP: TOP FIVE MADDEN LAWSUITS

In light of the recent passing of NFL legend John Madden, below are some of the key lawsuits involving the video game franchise named after the famous coach and broadcaster.

01

DECEPTIVE PRACTICES/FALSE ADVERTISING

Gamers sued EA Sports, *Madden's* developer, in November 2020 for allegedly manipulating the performance of gamers' players in order to incentivize gamers to spend more money to improve their teams. According to the lawsuit, the practice of "Dynamic Difficulty Adjustment," or "DDA," intended to adapt the difficulty of games based on gamers' skill levels, unfairly altered gamers' teams to push them to spend more in-game currency. The plaintiffs ultimately dismissed their case, after EA Sports successfully argued that they do not use DDA in *Madden*, *FIFA* or similar sports titles.

02

RIGHT OF PUBLICITY

Almost 6,000 former NFL players sued EA Sports in 2010 for the developer's use of their likeness in *Madden*. The former players contended that while current players were covered by a licensing deal with the NFL Players' Association, EA Sports could not use former players' likenesses for "historic teams" without a similar deal. EA responded that using the players' likenesses in *Madden* was not a "transformative use," and therefore allowed under California's right-of-publicity law. The parties eventually settled in 2019, after a series of appeals to the Ninth Circuit.

03

COPYRIGHT

Programmer Robin Antonick wrote the computer code for the first version of *Madden* in 1988, for the Apple II. When EA Sports went on to develop versions of *Madden* for other gaming systems, such as Sega and Nintendo, and did not pay Antonick any royalties for the subsequent versions, Antonick sued in federal court in California. After Antonick initially won \$3.6 million in damages, the Ninth Circuit overturned the jury's verdict, as Antonick never introduced the actual source code into evidence.

04

ANTITRUST

On December 21, 2010, a class action suit was brought against EA Sports for violating U.S. antitrust laws for having exclusivity rights to publishing NFL games. The claims asserted by having these exclusivity rights, it, in essence, eliminated any other competitors from producing and/or publishing NFL games. Additionally, because of the lack of competition, a lack of new features and recycled highlights in their yearly releases were overcharging consumers and created anti-competitive behavior. Parties negotiated a settlement agreement for an undisclosed amount in 2012.

05

GAMBLING/LOOT BOXES

Gamers in Canada sued EA Sports for unjust enrichment from an illegal gambling system through the sale of in-game "loot boxes." The "loot boxes" incentivize players to spend real-world money to purchase more packs to increase their chances of in-game rewards. Filed in September 2020, the case is currently pending before the Supreme Court of British Columbia.

For more information on these and other esports, sports technology & wagering topics, please [subscribe](#) to our quarterly At the Corners newsletter.

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