

# Athlete Image Rights in the Digital Era: Legal Protection against Unauthorized Commercial Use in Indonesian Sport

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## Abstract

The commercialization of athletes' identities has expanded significantly through social media, digital advertising, sponsorship, merchandise, and sports broadcasting. An athlete's name, likeness, photograph, voice, and personal identity may generate substantial economic value, yet unauthorized commercial exploitation can occur without adequate legal protection or compensation. This article examines the protection of athlete image rights in Indonesia, particularly in the context of digital commercialization. Using normative legal research, the study analyzes personality rights, intellectual property, privacy, contractual principles, and sports-specific commercial arrangements. The research identifies a fragmented legal framework in which athlete image rights may overlap with copyright, trademark, privacy, publicity, and contractual rights without being comprehensively recognized as an independent sports-related interest. This uncertainty may disadvantage athletes when clubs, sponsors, broadcasters, or digital platforms exploit their identities beyond the scope of contractual authorization. The article proposes a clearer contractual and regulatory framework establishing consent, permitted uses, duration, territorial scope, compensation, and post-contract restrictions regarding athlete image exploitation. Such protection should distinguish between legitimate team-related commercial use and independent commercial exploitation. Strengthening athlete image rights would provide greater economic autonomy to athletes while creating legal certainty for clubs, sponsors, and other stakeholders in Indonesia's digital sports industry.

*[Komersialisasi identitas atlet telah berkembang pesat melalui media sosial, iklan digital, sponsor, merchandise, dan siaran olahraga. Nama, rupa, foto, suara, dan identitas pribadi atlet dapat menghasilkan nilai ekonomi yang substansial, namun eksploitasi komersial tanpa izin dapat terjadi tanpa perlindungan hukum atau kompensasi yang memadai. Artikel ini mengkaji perlindungan hak citra atlet di Indonesia, khususnya dalam konteks komersialisasi digital. Dengan menggunakan riset hukum normatif, studi ini menganalisis hak kepribadian, kekayaan intelektual, privasi, prinsip kontraktual, dan pengaturan komersial khusus olahraga. Penelitian ini*

*mengidentifikasi kerangka hukum yang terfragmentasi di mana hak citra atlet dapat tumpang tindih dengan hak cipta, merek dagang, privasi, publisitas, dan hak kontraktual tanpa diakui secara komprehensif sebagai kepentingan terkait olahraga yang independen. Ketidakpastian ini dapat merugikan atlet ketika klub, sponsor, penyiar, atau platform digital mengeksploitasi identitas mereka di luar cakupan otorisasi kontraktual. Artikel ini mengusulkan kerangka kerja kontraktual dan regulasi yang lebih jelas yang menetapkan persetujuan, penggunaan yang diizinkan, durasi, cakupan teritorial, kompensasi, dan pembatasan pasca-kontrak terkait eksploitasi citra atlet. Perlindungan tersebut harus membedakan antara penggunaan komersial terkait tim yang sah dan eksploitasi komersial independen. Penguatan hak citra atlet akan memberikan otonomi ekonomi yang lebih besar kepada atlet sekaligus menciptakan kepastian hukum bagi klub, sponsor, dan pemangku kepentingan lainnya dalam industri olahraga digital Indonesia.]*

**Keywords:** Image rights, athlete rights, sports commercialization, digital media, publicity rights

## Introduction

The transformation of professional sport into a digital commercial industry has fundamentally changed the economic significance of an athlete's identity. An athlete is no longer valuable solely because of sporting performance but also because the athlete's name, face, voice, signature, biography, social-media presence, and recognizable persona can attract audiences and generate commercial value. Sponsors use athletes to endorse products, clubs incorporate players into advertising campaigns, broadcasters commercialize audiovisual appearances, manufacturers reproduce athletes on merchandise, and digital platforms may incorporate athlete likenesses into games, fantasy-sports products, or algorithmically generated promotional content. Haynes identified this development more than a decade ago by describing image rights as the commercial appropriation of personality through attributes such as image, voice, name, and signature, particularly within the changing relationship between professional sport and new media (Haynes 2007). The digital environment has intensified that phenomenon because an image can now be reproduced, modified, distributed, and monetized globally at negligible marginal cost. The legal question is therefore no longer merely whether an athlete possesses an image right, but how Indonesian law should protect the economic and personal interests embodied in that identity.

Indonesian law does not expressly establish a comprehensive statutory "right of publicity" for professional athletes comparable to specific publicity-right regimes in some jurisdictions. Instead, protection is distributed among several areas of law. Law Number 28 of 2014 concerning Copyright provides specific protection concerning commercial use of portraits, particularly through Article 12, which

requires written consent for commercial use, reproduction, publication, distribution, or communication of a portrait created for advertising purposes. Personal Data Protection Law Number 27 of 2022 introduces a separate framework governing the processing of personal data and grants rights to data subjects. Contract law determines whether clubs, sponsors, agencies, broadcasters, or other parties have received valid authorization to exploit an athlete's identity. Trademark law may protect names, logos, or signs where they function as trademarks, while the Sports Law provides the institutional framework within which athletes and the sports industry operate. The result is a multilayered system that offers meaningful protection but does not necessarily provide a unified legal concept of commercial identity (Republic of Indonesia 2014; Republic of Indonesia 2016; Republic of Indonesia 2022a; Republic of Indonesia 2022b). Indonesia's Copyright Law expressly regulates commercial use of portraits, while its Personal Data Protection Law separately regulates personal-data processing.

The fragmentation becomes particularly significant because copyright and image rights are conceptually different. Copyright generally protects an expressive work and grants rights to its author or copyright holder, whereas an image right concerns the individual represented in that work. The photographer may therefore own copyright in a photograph while the athlete depicted in the photograph retains a legally relevant interest in commercial exploitation of their identity. Article 12 of the Copyright Law partially addresses this distinction by requiring consent from the person portrayed for specified commercial uses. However, the provision is principally concerned with portraits rather than the complete commercial persona of an athlete. It does not by itself comprehensively regulate the commercial use of an athlete's name, voice, signature, reputation, digital avatar, or recognizable identity where no protected "portrait" is involved. This distinction is important in digital environments because commercial exploitation increasingly occurs through combinations of photographs, videos, names, statistics, usernames, virtual representations, and other identifying characteristics. Consequently, copyright law can provide an important remedy but cannot logically be treated as a complete substitute for a broader personality or publicity right (Boyes 2015; Coors 2015; Black 2010). Indonesian Copyright Law expressly distinguishes copyright from related rights and separately establishes economic rights and special rules for portraits.

Previous studies demonstrate the international complexity of this issue. Haynes examined the emergence of footballers' image rights within new media and demonstrated how contractual clauses increasingly became mechanisms for commercializing player identity (Haynes 2007). Boyes argued that the absence of a unified image-rights doctrine in the United Kingdom forces athletes to rely upon a fragmented combination of intellectual property, confidentiality, privacy, passing off, and contractual principles (Boyes 2015). Coors similarly observed that sports image rights have become economically valuable even where the underlying legal system does not recognize a unified proprietary image right (Coors 2015). Carrick

later demonstrated that the treatment of image rights as commercially valuable assets can coexist with uncertainty concerning their precise legal status (Carrick 2021). More recent comparative scholarship has explored personality rights in relation to athlete commercialization, including the growing relevance of privacy, endorsement, sponsorship, and digital exploitation (Westfal 2016; Tarun, Rajpal, and Chauhan 2024; Carrick 2025). These studies establish that the conceptual uncertainty surrounding image rights is not unique to Indonesia, but Indonesian law requires separate analysis because its Copyright Law expressly regulates portraits while its newer Personal Data Protection Law creates an additional layer of protection.

This article employs normative juridical research through statutory, conceptual, and comparative approaches. The statutory approach examines the 1945 Constitution, the Civil Code, Law Number 28 of 2014 concerning Copyright, Law Number 20 of 2016 concerning Trademarks and Geographical Indications, Law Number 27 of 2022 concerning Personal Data Protection, Law Number 1 of 2024 concerning the second amendment to the Electronic Information and Transactions Law, Law Number 11 of 2022 concerning Sports, Government Regulation Number 46 of 2024 concerning the Organization of Sports, and relevant international instruments concerning intellectual property, privacy, and human rights. The conceptual approach distinguishes personality rights, publicity rights, copyright, trademark rights, privacy rights, personal-data rights, and contractual licensing. The comparative approach considers legal scholarship and selected foreign jurisprudence concerning unauthorized commercial appropriation of athlete identity. This methodology is appropriate because the principal problem is doctrinal fragmentation: Indonesian law provides multiple potentially applicable rights, but their boundaries and cumulative operation in athlete commercialization remain insufficiently articulated.

The contribution of this article is to conceptualize athlete image rights in Indonesia as a composite legal interest rather than as a single conventional intellectual-property right. The athlete's interest in commercial identity may simultaneously involve personality, privacy, personal data, contract, copyright-related consent, trademark, and economic interests. This approach avoids the problematic assumption that an athlete either possesses or does not possess a singular proprietary "image right." Instead, the relevant inquiry should identify the particular aspect of identity being exploited, the legal relationship authorizing the exploitation, the commercial purpose, the duration and scope of consent, and the legal consequences of exceeding that authorization. The article further proposes that athlete contracts should separate team-related promotional use from independent commercial exploitation, specify media and territorial scope, regulate sublicensing and digital reproduction, establish compensation mechanisms, and define post-contract obligations. The central argument is that legal certainty does not require Indonesia immediately to create an entirely new intellectual-property category; stronger coordination among existing legal regimes, supplemented by

standardized sports contracts, could already produce significantly stronger athlete protection.

## **The Legal Character of Athlete Image Rights under Indonesian Law**

The first doctrinal question is whether athlete image rights constitute an independent legal right under Indonesian law. Strictly speaking, Indonesian legislation does not establish a comprehensive statutory right of publicity equivalent to the concept developed in several United States jurisdictions. Indonesian law instead protects different dimensions of identity through different legal mechanisms. The Copyright Law protects portraits in particular commercial contexts; the Personal Data Protection Law protects individuals in relation to the processing of personal data; contract law protects voluntarily created licensing arrangements; trademark law protects registered signs used to distinguish goods or services; and general civil law may provide remedies where unauthorized conduct causes unlawful harm. This fragmented structure does not mean that athletes are legally unprotected. Rather, it means that the legal basis of protection depends upon what precisely has been exploited. An unauthorized advertisement using an athlete's photograph may primarily engage Article 12 of the Copyright Law, whereas unauthorized processing of identifying digital information may invoke the Personal Data Protection Law, and unauthorized use of a registered athlete brand may additionally implicate trademark law.

The distinction between the athlete's identity and the copyright in a photograph is particularly important. Under Law Number 28 of 2014, copyright subsists in qualifying works, and economic rights belong to the author or copyright holder. Yet Article 12 separately requires written consent from the person portrayed for commercial use of a portrait made for advertising purposes. The provision therefore recognizes that the economic exploitation of a photograph cannot be analyzed solely by asking who owns the copyright in the photograph. An advertising agency may possess or license copyright in a photograph while still requiring authorization from the athlete whose portrait appears in the advertisement. This is a significant legal mechanism because it protects an aspect of personal identity independently from ownership of the underlying artistic work. Nevertheless, its scope remains narrower than a comprehensive publicity right because it is tied to "portrait" exploitation and specified commercial activities. The statutory protection is consequently strongest where an identifiable visual representation is used for advertising and weaker where commercial exploitation occurs through other manifestations of identity (Republic of Indonesia 2014; Saidin 2015). Article 12 specifically prohibits unauthorized commercial use of portraits for advertising, providing a direct statutory foundation for athlete protection in such cases.

The concept of personality rights provides a useful theoretical framework for understanding the remaining gap. Personality rights traditionally protect attributes

intrinsically connected to an individual, including dignity, name, likeness, privacy, and personal identity. Their purpose is not exclusively economic because the same identity can have both moral and commercial dimensions. Black argues that image and publicity rights occupy an unstable position because legal systems may recognize the personal dimension of identity without clearly establishing a transferable economic property right (Black 2010). Boyes similarly observes that fragmented legal protection can leave commercially valuable personalities dependent upon indirect remedies (Boyes 2015). In the sports context, the problem is intensified because athletic identity is often simultaneously created by the athlete, the club, the federation, the media, and sponsors. A player's identity may become commercially valuable through sporting performance, but the club may invest substantially in developing the player's public profile. The resulting legal relationship is therefore better conceptualized as a bundle of interests than as an absolute proprietary right belonging exclusively to either athlete or club.

The Personal Data Protection Law adds an important but distinct dimension. Law Number 27 of 2022 recognizes personal data as an object of legal protection and regulates processing by data controllers and processors. Athlete photographs, names, contact information, biometric information, health information, and other data may fall within its scope depending upon how they are processed and combined. Importantly, the law does not transform every photograph into an exclusive property right belonging to the athlete. Its principal concern is lawful processing of personal data and protection of the data subject's rights. Therefore, a sponsor's use of an athlete's photograph may simultaneously raise two separate questions: whether the sponsor has authorization to commercially exploit the athlete's image and whether the underlying processing of personal data complies with the Personal Data Protection Law. These questions should not be collapsed. Consent to a commercial advertisement, for example, does not necessarily authorize unlimited processing for unrelated analytics, profiling, or third-party marketing. The data-protection regime therefore strengthens the athlete's control over digital identity without replacing the contractual and personality dimensions of image rights.

## Digital Commercialization and Unauthorized Exploitation

The digital environment has altered the scale and nature of image-rights infringement. A conventional advertisement has a relatively identifiable medium, territory, campaign period, and audience. Digital content may instead be replicated across social-media accounts, websites, online marketplaces, streaming services, mobile applications, and third-party advertising networks. An athlete may authorize a sponsor to use an image on Instagram for three months, only to discover that the same content remains online years later or has been reproduced by affiliates in other jurisdictions. The legal issue is therefore not merely whether consent was given but whether the actual use remains within the temporal, territorial,

technological, and commercial boundaries of that consent. Haynes' analysis of footballers in the new media era anticipated this problem by identifying the increasing importance of image-rights clauses as professional sport became integrated with rapidly changing media technologies (Haynes 2007). Digital commercialization has made contractual precision even more important because the technological capacity to reproduce content often exceeds the scope of the original bargain.

Social media creates a particularly complicated boundary between personal expression and commercial exploitation. An athlete's own account may contain photographs taken by the club, photographs taken by professional photographers, sponsored posts, match footage, and personal statements. The athlete may therefore simultaneously be the subject of a copyrighted photograph, the owner of the account, the data subject represented by the content, and a contractual employee whose club claims certain promotional rights. A contractual clause stating that the club may use an athlete's "image in all media" should consequently be interpreted cautiously. Such language may be insufficient to establish unlimited authorization for future technologies or unrelated commercial products because consent should be sufficiently informed and identifiable in relation to the purpose of use. A broad clause may authorize routine team promotion, but it should not automatically be interpreted as authorizing the creation of digital avatars, artificial-intelligence-generated endorsements, synthetic voice advertisements, or unrelated third-party merchandise. Contractual interpretation must therefore account for technological change and the principle of good faith.

Unauthorized use can also occur where the commercial actor does not reproduce an exact photograph but deliberately creates an association with the athlete. An advertisement might use a distinctive nickname, jersey number, characteristic pose, signature celebration, or digitally altered likeness without reproducing the athlete's original photograph. Traditional copyright analysis may be inadequate because no copyrighted photograph may have been copied. Trademark law may also be irrelevant if the relevant identifier has not been registered as a mark. The stronger conceptual basis may therefore lie in personality, unfair competition, contract, or unlawful-act principles depending upon the facts. Comparative publicity-right scholarship demonstrates why this problem matters. In jurisdictions recognizing publicity rights, the central question is often whether the defendant has appropriated a commercially valuable aspect of identity rather than whether a particular copyrighted work has been copied (Stapleton and McMurphy 1999; Grady 2004; Chandler 2010). The Indonesian legal system would benefit from adopting this analytical distinction even without immediately creating a separate statutory publicity tort.

Digital platforms also complicate the allocation of responsibility. A sponsor may commission the unauthorized content, an advertising agency may produce it, an influencer may distribute it, and a platform may algorithmically amplify it. The athlete's remedy should therefore depend upon the legal role and knowledge of

each participant rather than treating all intermediaries identically. The Electronic Information and Transactions framework provides rules concerning electronic information and transactions, while the Personal Data Protection Law establishes obligations for controllers and processors of personal data. Neither regime, however, should be interpreted as automatically creating a general commercial image right. Instead, they provide additional mechanisms where the digital exploitation involves electronic processing of personal data. Law Number 1 of 2024 demonstrates Indonesia's continuing effort to establish legal certainty in digital activity, but the statute should be integrated with rather than substituted for copyright, contract, and personal-data law (Republic of Indonesia 2024).

## **Contracts, Sponsorship, Clubs, and the Allocation of Commercial Rights**

The contractual relationship between an athlete and a club is the principal mechanism through which commercial image rights should be allocated in Indonesian professional sport. This is especially important because the club legitimately requires certain rights to promote the team, competition, sponsors, and sporting events. It would be commercially impractical to require a club to obtain separate permission every time an athlete appears in a team photograph, match poster, official website, social-media publication, or broadcast. At the same time, the club's legitimate promotional interest does not automatically extend to every independent commercial use of the athlete's identity. A contractual framework should therefore distinguish between team use, league or competition use, club sponsorship use, and independent third-party commercial use. The distinction is consistent with the economic analysis of sports image rights, which recognizes that athlete identity may constitute a commercially valuable asset but that its exploitation is ordinarily structured through contractual arrangements (Coors 2015; Carrick 2021). A carefully drafted contract can therefore reduce uncertainty without requiring every dispute to be resolved through litigation.

Consent must be sufficiently specific to create meaningful contractual authorization. An image-rights clause should identify the categories of identity covered, including name, photograph, video, voice, signature, nickname, biography, likeness, and where relevant digital avatar. It should then identify permitted purposes, media, territories, duration, sponsors, products, and forms of reproduction. Such specificity is particularly important where the athlete is required to promote products that may conflict with personal values or separate endorsement arrangements. The contract should also regulate whether the club may sublicense the image to sponsors and whether sponsors may further transfer the rights to affiliates or advertising agencies. Unlimited sublicensing creates a serious risk because the athlete may lose practical control over the identity even though the original contract was signed with only one club. A legally coherent contract should

therefore treat sublicensing as a distinct authorization requiring identifiable conditions and accountability.

Compensation presents another important legal issue. Image rights may be incorporated into an athlete's salary, provided separately as endorsement compensation, or transferred through a dedicated image-rights agreement. Comparative literature demonstrates that professional sport has sometimes developed elaborate contractual structures separating employment remuneration from image-rights exploitation (Coors 2015; Carrick 2021). Such arrangements can be legitimate where they correspond to genuine commercial activity, but they can also obscure the actual allocation of rights. Indonesian contracts should therefore identify whether compensation for image use is included in salary, paid separately, or calculated according to specific campaigns. The legal purpose is not merely taxation. Clear compensation terms establish evidence that the parties intended to create a particular licensing relationship. Where a club receives substantial commercial value from an athlete's identity but the contract purports to transfer unlimited rights without additional compensation, courts should examine the clause in light of its wording, bargaining circumstances, good faith, and mandatory law rather than automatically treating the transfer as unlimited.

Post-contract use requires particularly careful regulation. The expiration or termination of an athlete's employment relationship does not necessarily mean that all previously created content must immediately disappear. A club may have legitimate reasons to retain historical photographs, match archives, championship records, or documentary material. Yet continued commercial use of the athlete's identity in new advertising campaigns after the contract expires is legally different from preserving historical material. A contract should therefore distinguish between archival use and active commercial exploitation. The former may be justified as documentation of sporting history, while the latter ordinarily requires continuing authorization. This distinction is consistent with the principle of limited consent: authorization should not be presumed to survive indefinitely merely because the image was lawfully created during the contractual period. It also protects clubs by clarifying which historical materials they may retain without creating unnecessary legal uncertainty.

## **Remedies, Enforcement, and a Proposed Indonesian Framework**

The principal weakness of Indonesia's current framework is therefore not the total absence of protection but the absence of a coherent mechanism for coordinating the different forms of protection. An athlete whose image is commercially exploited without authorization may potentially invoke Article 12 of the Copyright Law, contractual remedies, personal-data rights, unlawful-act principles under the Civil Code, trademark protection where applicable, and other available remedies. Yet the choice of legal basis can become difficult where the exploitation involves a combination of identity attributes. The athlete should not be required to fit every

form of digital appropriation into the conceptual category of copyright infringement. A photograph, for example, may be protected by copyright as an artistic work, while the athlete's interest in preventing its commercial use is based on a separate statutory consent requirement. This distinction should guide judicial interpretation and contractual drafting. Indonesia's Copyright Law itself demonstrates that portrait protection operates alongside ordinary copyright ownership rather than being reducible to it.

Civil remedies should remain central because unauthorized commercial use frequently produces economic rather than purely reputational harm. An athlete may lose an endorsement opportunity, suffer dilution of commercial identity, or experience an implied but unauthorized association with a product. Damages should therefore be capable of reflecting both actual economic loss and the commercial value of unauthorized use where Indonesian law permits such assessment. Injunctive or cessation-oriented relief may be equally important because digital content can continue generating economic value after litigation begins. A purely monetary remedy may be inadequate where the principal harm lies in the continued association between the athlete and a product. The Copyright Law provides civil enforcement mechanisms, while the Personal Data Protection Law contains administrative and other legal consequences for unlawful processing. A coordinated remedy should permit the athlete to seek cessation, deletion or removal where legally justified, compensation, and other appropriate relief without requiring separate proceedings for every legal dimension of the same commercial exploitation.

Sports regulation should also recognize image rights as part of the commercial ecosystem of professional athletes. Law Number 11 of 2022 expressly regulates the sports industry, athletes, sports governance, and dispute resolution, while Government Regulation Number 46 of 2024 provides further regulation concerning the organization of sport. Neither instrument currently creates a comprehensive athlete-publicity regime, but their recognition of the sports industry provides a statutory basis for developing sector-specific contractual standards. Such standards could require professional clubs and sports organizations to adopt standardized clauses covering image licensing, commercial consent, sponsorship conflicts, digital reproduction, personal-data processing, and post-contract use. This would be preferable to imposing an inflexible statutory regime that might not accommodate the different economic realities of football, basketball, badminton, athletics, esports, and other professional sports. Sector-specific standards could operate as minimum protections while permitting individual contracts to negotiate higher levels of compensation or broader commercial arrangements.

Comparative law supports the argument that Indonesia need not choose between complete contractual freedom and the creation of a broad proprietary personality right. The United Kingdom provides an example of fragmented protection in which athletes rely on multiple legal doctrines, while other jurisdictions recognize more explicit personality or publicity interests. Boyes

emphasizes the uncertainty created by the UK's fragmented approach, while Black demonstrates the interaction between personality and publicity concepts in Scots law (Boyes 2015; Black 2010). The United States offers a different model through state-based rights of publicity, particularly concerning commercial appropriation of identity (Stapleton and McMurphy 1999; Grady 2004). Spain provides another model in which image is treated as a protected personality interest, while European scholarship generally recognizes substantial variation among jurisdictions. The lesson for Indonesia should not be to transplant any one foreign doctrine mechanically. Rather, comparative experience suggests that effective protection requires clarity regarding consent, commercial purpose, identifiable attributes, remedies, and the relationship between personal and economic interests. European Commission

A future Indonesian framework should therefore recognize athlete image rights as a composite and contractually structured interest supported by mandatory legal safeguards. First, every professional athlete contract should identify the specific identity attributes licensed to the club. Second, authorization should identify purposes, media, territory, duration, and permitted commercial categories. Third, sublicensing should require express contractual authorization and should not automatically permit unrestricted downstream exploitation. Fourth, compensation should be transparent and distinguish ordinary team promotion from separately monetized commercial endorsements. Fifth, digital uses involving personal data should comply independently with the Personal Data Protection Law. Sixth, post-contract exploitation should distinguish archival material from new commercial campaigns. Seventh, contracts should provide an accessible dispute-resolution mechanism capable of ordering cessation and compensation. This framework would not require the immediate creation of an autonomous intellectual-property right. Instead, it would transform the existing fragmented legal protections into a coordinated regime that recognizes the economic significance of athlete identity while preserving the personal dimension of the individual concerned.

The strongest normative justification for this approach lies in proportionality. Clubs, sponsors, broadcasters, and digital platforms have legitimate commercial interests in associating themselves with professional sport, but those interests cannot logically extend to unlimited control over an individual athlete's identity. Conversely, athletes cannot reasonably prevent every depiction of themselves connected to legitimate reporting, competition coverage, historical documentation, or ordinary team promotion. The legal boundary should therefore be determined by purpose, consent, commerciality, context, and contractual scope. The Copyright Law already embodies this balance by requiring consent for specified commercial portrait uses while recognizing circumstances in which publication or communication may occur without consent. A modern athlete-image framework should build upon that logic rather than treating every image as exclusively controlled by the athlete. WIPO The objective is to distinguish legitimate

communication and sporting activity from commercial appropriation that derives economic value from an athlete's identity without sufficient legal authorization.

## Conclusion

Athlete image rights in Indonesia occupy a legally fragmented but increasingly important position within the digital sports economy. Indonesian law does not yet recognize a comprehensive statutory right of publicity that independently governs every commercial use of an athlete's identity. Nevertheless, this does not mean that athletes lack legal protection. The Copyright Law provides significant protection through its specific regulation of commercial use of portraits, while the Personal Data Protection Law introduces rights and obligations concerning the processing of personal data. Contract law regulates the authorization of commercial exploitation, trademark law may protect distinctive signs associated with an athlete, and general civil-law principles may provide additional remedies against unlawful conduct. The central legal difficulty therefore lies in coordinating these mechanisms. Copyright protects the expressive work rather than the entire personality; data protection regulates processing rather than commercial identity as such; and contractual licensing depends upon the scope and validity of consent. The resulting framework can protect athletes effectively only when these legal regimes are interpreted as complementary rather than mutually exclusive.

The development of Indonesian professional sport requires a more systematic approach to athlete identity commercialization. Athlete contracts should expressly regulate the categories of identity covered, commercial purposes, media, territory, duration, compensation, sublicensing, digital reproduction, personal-data processing, and post-contract use. Clubs should retain reasonable rights to conduct team promotion, competition-related communication, archival activities, and legitimate sponsorship obligations, but these rights should not automatically extend to independent commercial exploitation beyond the agreed scope. The Sports Law and its implementing regulations provide an appropriate institutional basis for developing standardized contractual safeguards without necessarily creating an entirely new category of intellectual property. Such reform would provide greater certainty to athletes, clubs, sponsors, broadcasters, and digital platforms while recognizing that an athlete's identity possesses both personal and economic dimensions. In the digital era, protecting image rights is therefore not merely a question of celebrity privilege but an issue of contractual fairness, personal autonomy, commercial value, and the sustainable governance of Indonesia's professional sports industry.

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