

Aspects of User Intellectual Property Rights Ownership in Blockchain-Based Online Game Platform Blankos Block Party

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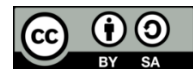
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ABSTRACT

This research focuses on the legal relationship between users and platform owners in Blankos Block Party's blockchain-based online gaming platform, regarding copyright ownership. In addition, this research aims to understand the rights and obligations of the parties in determining asset protection and the benefits that can be obtained. This research uses normative method with statute approach and conceptual approach. The results of this study found that the platform owner has exclusive ownership rights to the material in the software and can regulate the use of user content. Users have the right to use the software and ownership of the content they produce, but are also obliged to comply with the terms of use and maintain the validity of the content. Platform owners are responsible for protecting users' intellectual property rights, while users are responsible for uploaded content and must secure the necessary rights or permissions.

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1. INTRODUCTION

NFTs (Non-Fungible Tokens) are a form of digital asset that uses blockchain technology to encrypt and protect unique digital creations such as digital art, music, and videos. Intellectual Property Rights (IPR) protection is important in the digital age as digital works can be easily duplicated without permission. By converting works into NFTs, ownership and authenticity information is recorded on the blockchain: preventing counterfeiting or illegal replication. However, there have been cases of IPR infringement in the NFT space, including on major platforms such as OpenSea [1].

In one instance, a user named 'OriginalTokenArt' is selling over 100 NFTs

featuring logos of companies such as Microsoft, Dell, Boeing, Barclays, Morgan Stanley, and Verizon. This user claims copyright ownership over these logos and sells them as NFTs without permission from the original owners. Another case involves digital artist Beeple, known for his famous work "Everydays: The First 5000 Days", which was sold as an NFT for \$69 million. It was discovered that some of Beeple's artwork incorporated elements from other artists without permission or acknowledgment. This sparked controversy and criticism from the art community and the public at large, as it clearly violated intellectual property standards [2].

In Indonesia, Copyright Law No. 28 of 2014 protects video games as copyright objects. Video games involve a creative process and include various elements such as computer programs, graphics, sound, music, storyline, and characters. Each element can have individual or joint copyright protection. However, the law does not provide a precise definition of video games, leading to confusion regarding the limitations and scope of copyright protection. In addition, there are no specific regulations governing the rights and obligations of parties involved in the creation and use of video games, including developers, publishers, distributors, renters, players, and others, one of which is the blockchain-based online game Blankos Block Party [3].

Blankos Block Party is an open-world multiplayer game that revolves around a giant block party with a primary focus on unique art and design. In this game, players have full control over Blankos, which are digital assets in the form of cute and cheerful vinyl toys. Each Blanko is an NFT that resides on the blockchain. Players can create, buy, sell and trade voxel-based NFTs in the virtual world. Digital art in NFTs can be classified as copyrighted creations under Copyright Law No. 28 of 2014.

However, the law lacks specific provisions governing NFTs and related aspects such as definition, types, rights and obligations of parties involved, certificate mechanism, cross-border protection, and dispute resolution [4]. NFTs are still a relatively new phenomenon and require further legal examination from various perspectives. It is imperative to consult relevant and credible legal sources to delve deeper into this topic. The current research, still discussing the legal lacunae related to digital art in NFTs (Non-Fungible Tokens) can be an infringement of intellectual property rights [5]. Currently, the regulation regarding digital art in NFTs in the context of Intellectual Property Rights is still unclear. The rapid advancement of technology, such as the internet and smartphones, has brought new trends in buying and selling transactions,

including in the arts, business, and entertainment industries [6].

The development of this technology also has an impact on investment activities, including the buying and selling of NFTs. However, NFT transactions use smart contracts and cryptocurrencies as a means of payment, which raises issues regarding the validity of NFT transactions. Until now, there is no legal regulation that specifically regulates NFT transactions in Indonesia. In addition [7], the economic rights status of NFT works is also unclear, as smart contracts are not license agreements as stipulated in the Copyright Law. Nonetheless, NFTs can be considered as a simplification tool in the context of intellectual property [8]. Copyright owners can convert their copyrights into NFTs, easing the sale and commercialization of such works. It is important to remember that the technology behind NFTs also has a potentially large environmental impact [9].

This research focuses on the legal relationship of the parties involved in copyright ownership, between users and platform owners, and knowing the rights and obligations of the parties in determining asset protection, as well as benefits. NFTs (Non-Fungible Tokens) have provided a new breakthrough in the creative and art industries by enabling the creation and trading of digital assets that are unique and cannot be counterfeited. However, since these digital assets have no physical form [10], protection of intellectual property (IP) becomes very important in their use. Therefore, research that discusses the reflection of IP law on NFTs is very important. This research aims to provide a deeper understanding of how IP can be protected and regulated in the use of NFTs. Thus, this research will provide legal certainty for creative and art industry players who utilize blockchain technology [11].

2. LITERATURE REVIEW

2.1 *Non Fungible Token Asset*

Therefore, adequate regulations are needed to govern the use of NFTs and

protect intellectual property. In Indonesia, there is an opportunity to regulate NFTs as a fiduciary guarantee based on the existing Copyright Law [12]. However, it is still necessary to add regulations related to NFTs as copyright objects so that the imposition of fiduciary guarantees on NFTs remains in accordance with applicable legal provisions. Therefore, it is necessary to develop new legal products that regulate specifically and in detail about NFTs. This will allow the public to make maximum use of NFTs, not only as an investment, but also as an object of fiduciary guarantee. The utilization of NFTs must be accompanied by adequate legal protection, so that the interests of all parties are maintained. This system will allow players to trade items directly with each other without going through intermediaries such as game developers or online markets. So it is necessary to have aspects of ownership of user intellectual property rights in NFT-based online games by the Blankos Block Party platform [13].

2.2 Blockchain

Blockchain is a decentralized and distributed digital ledger technology that records transactions across multiple computers in a secure, transparent, and tamper-resistant manner [14]. Each transaction is stored in a "block," and these blocks are linked together in chronological order to form a "chain." This structure ensures that once a block is added, it cannot be altered without changing all subsequent blocks, making blockchain highly secure and immutable. It is widely used in cryptocurrencies, smart contracts, supply chain management, and other applications requiring trust and transparency [15].

2.3 Cryptocurrency

Cryptocurrency is a type of digital or virtual currency that uses cryptographic techniques to secure transactions, control the creation of new units, and verify asset

transfers. Unlike traditional currencies issued by governments (fiat money), cryptocurrencies operate on decentralized networks, typically based on blockchain technology [16].

Popular examples include Bitcoin (BTC), Ethereum (ETH), and Binance Coin (BNB). Cryptocurrencies enable peer-to-peer transactions without the need for intermediaries like banks. They are used for various purposes, including online payments, investments, and decentralized finance (DeFi) applications. However, they also face challenges such as price volatility, regulatory scrutiny, and security risks [17].

Blankos Block Party, a multiplayer online game where players can collect, trade, and play with digital vinyl toy-like characters called Blankos. Each Blanko is an NFT (Non-Fungible Token), meaning it is a unique, blockchain-based digital asset that ensures true ownership. Since these assets are stored on the blockchain, players have full control over their Blankos, and even the game's developers cannot revoke ownership.

The Mythical Marketplace is the in-game marketplace where players can buy, sell, and trade their Blankos and other digital items, creating a player-driven economy. This marketplace is powered by Mythical Games, a company known for integrating blockchain technology into gaming to enable asset ownership and interoperability [18].

3. METHODS

This research uses a normative method with a statute approach and conceptual approach. The statutory approach is based on Law Number 19 of 2016 amending Law Number 11 of 2008 on Electronic Information and Transactions. The conceptual approach is focused on the principle of validity of agreements related to ownership of intellectual property rights. The primary legal source used is the law, while secondary legal

sources are obtained from searching books and journals at the lens.org indexing institution. The method of analysis applied is a qualitative method, which then produces deductive conclusions in accordance with the research objectives.

4. RESULTS AND DISCUSSION

Blankos Block Party is a blockchain platform developed by Mythical Blockchain. It is a game that uses smart contracts to allow users to acquire, own, transfer, and generate unique digital characters and visual assets or content. In this game, the unique digital characters are called Blankos, which are cute and mischievous digital vinyl toys.

Each Blanko is a digital asset called an NFT (Non-Fungible Token) and lives on the blockchain. When you own a Blanko, you truly own the character and not even the creator can take it away from you. There is also the Mythical Marketplace, which is an online marketplace within the game, where players can browse NFTs owned by other players to buy or sell their own NFTs.

Blankos Block Party is an open-world multiplayer game that can be played for free. The game is designed like a giant block party with a focus on custom art and design. Through the platform, you can control and collect unique Blankos and become part of the community playing the game. With blockchain technology and smart contracts, Blankos Block Party provides a different gaming experience with the uniqueness of digital asset ownership. Through the ownership of unique and tradable digital characters, users can experience the freedom and value of owning their own digital assets in the game.

In the given context, copyright elements refer to all matters relating to art, designs, images, color schemes, attributes, characteristics, properties, and other visual or audio elements embodied in or incorporated or associated with Blankos assets. Purchased Blankos Assets refer to Blankos Assets that have been legitimately purchased or acquired through the Game. This includes the NFTs

(Non-Fungible Tokens) underlying such Blankos Assets and acquired proof of purchase recorded on the Mythical Blockchain and associated Smart Contracts. In addition, third-party IP refers to patents, copyrights, trade secrets, trademarks, know-how or other intellectual property rights owned by third parties and recognized in any country or jurisdiction in the world. This Third-Party IP may be licensed by the platform owner for use in the Game and/or incorporated or embodied in Blankos Assets.

Title refers to the ownership rights that users acquire when purchasing Blankos Assets. These rights grant the user permission to use the Blankos Assets and related functions as permitted in the Game and the relevant Smart Contracts. Users also have the right to trade, sell or assign the NFTs underlying the Blankos Assets, which are governed by the relevant Smart Contracts and terms. Platform owner indicates that the platform owner (or the owner or licensor of the relevant Third-Party IP) owns all legal right, title and interest in the Game. This includes all elements of the Game, including the Inventable Elements, design, systems, code, software, technology, services and more. The platform owner's materials are protected by applicable copyright, trade dress, patent, trademark and other intellectual property laws.

The license for copyright elements is a limited license granted to the user by the platform owner (or the owner or licensor of the relevant Third-Party IP) to use, copy and display the Copyright Elements associated with the Blankos Assets that the User Purchases. This license is non-exclusive, non-transferable and revocable, and applies only to personal, non-commercial use and use of the Blankos Assets software functionality in the Game. In addition, limitations refer to restrictions imposed on the use of the Copyright elements for your Purchased Blankos Assets.

3.1 The Legal Relationship of the Parties Involved in Copyright Ownership, Between Users and Platform Owners

In the legal relationship between the user and the owner of the Blankos Block Party platform regarding copyright ownership of the sale and purchase of NFT works, there are several aspects that need to be considered. Blankos Block Party is a platform that facilitates the buying and selling of digital artworks in the form of NFTs (Non-Fungible Tokens). NFTs are unique and verifiable digital representations of artworks, such as images, videos, or music. When a user buys or sells NFTs through the Blankos Block Party platform, a legal relationship is formed.

The user acts as the party authorized to request performance or prestatie subject. They have rights to the NFTs purchased and owned in accordance with the terms applicable on the platform. Users have the right to exploit and use those NFTs in accordance with the restrictions set by the platform owner. On the other hand, the Blankos Block Party platform owner acts as the party obliged to perform the feat or plicht subject. They have the obligation to maintain the authenticity and authenticity of the NFTs sold through the platform. The platform owner is also responsible for protecting the intellectual property rights, including copyright, associated with the NFT works traded on the platform.

In the context of copyright ownership of NFT works, it is important for platform owners to ensure that users selling works through Blankos Block Party have the legitimate right or permission to circulate such works. Platform owners should implement adequate verification and monitoring procedures to protect the intellectual property rights of the parties involved in NFT transactions. The legal relationship between the user and the Blankos Block Party platform owner in relation to copyright ownership of the sale and purchase of NFT works is explained as a relationship involving the user's authority or right to request a performance (NFT) and the platform owner's obligation to maintain authenticity,

protect intellectual property rights, and ensure that NFT transactions are conducted legally and lawfully.

Copyright Ownership Within this software, including any games, computer code, artwork, animation, music, and other content, are copyrights and intellectual property protected by law. The ownership rights to all these materials are exclusively owned by the company and its licensors. As the platform owner, the company has special rights. They may arrange for the restriction, suspension, termination, alteration, or deletion of a user's account or the user's access to the software in case of violation of the terms of use of the software or if the user engages in illegal activities or inappropriate behavior.

In addition, the platform owner is also authorized to take the necessary technical and legal measures to prevent users from accessing the software in certain situations. This is done if there is a risk or possible legal advantage, if there is an infringement of a third party's intellectual property rights, or if there are actions that do not comply with the platform owner's terms or policies. In exercising their authority, platform owners aim to protect copyright, maintain the integrity of the software, and ensure compliant use. As such, they are responsible for maintaining the security and sustainability of the platform, as well as guaranteeing the satisfaction of legitimate users and compliance with established regulations.

In this software, there are various contents presented to the user. However, it is important for the reader to understand that all content displayed in the software, with the exception of game-derived works, is exclusively owned by the company. As users, we have an obligation to respect the copyrights, trademark rules, and restrictions imposed on the content accessible through this software. In this context, it is important to remember that users are not permitted to use, copy, reproduce, modify or exploit the content or any other proprietary rights without the express written consent of the owner.

It aims to protect the rights of content owners and ensure the sustainability of their creative works. By respecting copyright and existing regulations, we can create a fair and mutually beneficial environment for all parties involved.

In addition to the content provided by the company, users also have the opportunity to provide, create or generate their own user content that can be utilized by the company. In this case, by providing user content, users grant the company non-exclusive rights to fully exploit such content. This means that the company can use, display, distribute, or take any other necessary action regarding the user content. In addition, the user also grants other users a non-exclusive license to access and use that user content through the software. This means that other users have the right to access, display, and use the user's content, subject to the conditions set by the company.

By giving users the opportunity to provide their own user content, the company creates a space for collaboration and creativity among users. This allows users to share their work, inspire others, and enrich the overall user experience through the software. However, it is important for users to understand that the non-exclusive rights granted to the company and other users do not change the ownership of user content. Users remain the owners of their own content, but grant permission to the company and other users to utilize it in accordance with the license granted. With this mechanism in place, the company encourages user participation and creates a sharing community through the software.

Users warrant that they will not violate any intellectual property rights, rights of publicity or privacy, or other rights of third parties in the content they provide or works they produce. In addition, users take full responsibility for all content they provide or works they produce. This means that users have the responsibility to ensure that the content they provide does not violate the law, does not contain infringing content, and does not violate the rights of other parties.

Platform Owner Rights:

- 1) Exclusive ownership rights: The platform owner has exclusive ownership rights to all materials in the software, including games, computer code, artwork, animation, music, and other content.
- 2) Right to create derivative works: The platform owner has the exclusive right to create derivative works from the material contained in the software, unless expressly authorized by the company.
- 3) Right to use user content: Platform owners have the right to use user content for various purposes, including marketing, promotion, product development, and related services.
- 4) Right to take action: The platform owner has the authority to restrict, suspend, terminate, modify, or delete a user's account or the user's access to the software in the event of a violation of the terms of use or if the user engages in illegal or inappropriate activities.
- 5) Right to change user content: The platform owner can change, edit or modify user content as per the needs of the software or service provided.

Platform Owner Obligations

- 1) Protection of intellectual property rights: Platform owners have an obligation to protect their intellectual property rights, including against infringement of copyright or intellectual property rights by third parties.
- 2) Infringement handling: The platform owner is responsible for taking the necessary technical and legal measures to prevent users from infringing on the intellectual property rights of third parties or acting inconsistently with the platform owner's terms or policies.
- 3) Dispute resolution: Platform owners have the responsibility to provide provisions in the terms of use governing dispute resolution between users and platform owners, which may involve arbitration or the applicable legal system.

User Rights

- 1) Software usage rights: Users have the right to use the software provided by the

- platform owner in accordance with the stipulated terms of use.
- 2) Ownership rights to user content: Users retain ownership rights to the content they generate and upload in the software, subject to the restrictions and requirements set by the platform owner.
 - 3) The right to ensure the validity of the content: Users are responsible for ensuring that the content they upload does not violate intellectual property rights, rights of publicity or privacy, or other third-party rights.
 - 4) Right of self-deletion of content: Users have the right to delete the content they upload to the software, if allowed by the platform owner in the terms of use.
 - 5) Participation rights in content management: In some cases, users may have participation rights in content management, such as in the case of creator communities that can provide feedback or suggestions regarding software features or game development.
 - 6) The right to use the user's own content: The user grants a non-exclusive license to the platform owner and other users to access and use the user's content through the software, in accordance with the conditions set by the platform owner.

User Obligations

- 1) Compliance with terms of use: Users have an obligation to comply with the terms of use set forth by the platform owner, including limitations on the use of content, prohibitions on infringement of intellectual property rights, and appropriate behavior.
- 2) Liability for uploaded content: Users are solely responsible for the content they upload, including ensuring that they have the necessary rights or permissions to upload such content.
- 3) Legal responsibility for infringement: Users is legally responsible for any infringement of intellectual property rights, rights of publicity or privacy, or other third-party rights related to the content they upload.

- 4) Dispute resolution: Users have the obligation to follow the dispute resolution provisions set by the platform owner, such as through arbitration or the applicable legal system.

The rights and obligations between Blankos Block Party's platform owners and users indicate that the platform owners have exclusive rights to the materials in the software and obligations to protect their intellectual property rights. On the other hand, users have the right to use the software, ownership of user content, and the obligation to comply with the terms of use, maintain the validity of the content, and follow the established dispute resolution procedures.

Post smart contract, Rights and Obligations arise. As the platform owner, the company has the right to use user content for various purposes related to the operation of the software and services they provide. This includes the use of user content for purposes of marketing, promotion, product development and other related services. Companies may also change, edit or modify user content as required by the software or services they provide. The purpose of this is to ensure the appropriateness and consistency of the content with the platform, as well as to maximize the overall user experience. However, it is important to note that users remain the owners of the content they provide, and the company will not claim ownership of such user content. With the use of user content by the platform owner, this reflects the cooperation between the user and the company to improve the software and provide better services to the users as a whole.

Platform owners are not responsible for the content uploaded by users, except in some specific situations. Typically, platform owners have no direct liability for content uploaded by users, unless there is an inherent legal obligation or if the platform owner is actively involved in the management of the content. Users, as the party uploading the content, are solely responsible for the content they upload to the platform. This includes ensuring that they have the necessary rights

or permissions to upload and use such content.

Users should ensure that the content they upload does not violate intellectual property rights, rights of publicity or privacy, or other rights of third parties. They must also comply with the rules and regulations set by the platform owner in relation to the uploaded content. However, it should be noted that in some jurisdictions, there are laws or regulations that allow platform owners to take action in the event that content is unlawful or violates the platform's terms of use. In some cases, platform owners may remove infringing or unlawful content, or even take further action if necessary.

Platform owners have provisions in their terms of use that govern dispute resolution between users and platform owners. These provisions aim to provide a clear and fair legal framework for handling conflicts that may arise. When disputes arise between users and platform owners, there are several resolution mechanisms that are commonly applied. One of them is through arbitration, where the parties involved in the dispute agree to submit the dispute resolution to an independent and neutral arbitrator or panel of arbitrators. This arbitration is conducted outside of conventional courts and usually follows the procedures and rules set out in the platform's terms of use.

In addition to arbitration, dispute resolution may also be conducted through the applicable legal system in the relevant jurisdiction. The platform's terms of use will usually indicate the applicable jurisdiction for dispute resolution. In this case, users and platform owners will be subject to the applicable laws of that jurisdiction and will have to submit their disputes to a court of competent jurisdiction. Both of these dispute resolution methods have their own advantages and disadvantages. Arbitration can provide greater speed, confidentiality, and flexibility in dispute resolution, while the conventional legal system provides a more structured and formal process with legally executable decisions.

3.2 Legal Effects of Parties Involved in Copyright Ownership on the Sale and Purchase of NFT Works

Legal consequences are consequences or impacts that arise as a result of legal acts committed by legal subjects against legal objects or as a result of legal events that occur. In this context, a legal subject refers to an individual or entity that has the legal capacity to act and is legally responsible, such as an individual, legal entity, or government. A legal object refers to something that can be the subject of a legal action, such as property rights, contract rights, or family relationships.

Legal consequences can vary depending on the type of legal action or event that occurs. Some common types of legal effects include: The creation, change, or disappearance of a legal state: Certain legal acts may produce a new legal state, change an existing legal state, or abolish an existing legal state. For example, marriage may result in a new legal state in the form of marital status, while divorce may change that legal state or abolish it.

Creation of rights and obligations: Legal acts can also result in the creation of new rights or obligations for the relevant legal subjects. For example, the signing of a contract between two parties may result in rights and obligations associated with the content of the contract. Civil effects: Legal effects may also involve civil disputes or litigation. In the event of a violation of law or conflict between legal subjects, a court decision may arise that affects the legal circumstances and rights involved. Legal sanctions: Legal acts that violate legal regulations or norms may result in legal sanctions. These sanctions can be fines, criminal or other sanctions established by the applicable legal system.

5. CONCLUSION

In the legal relationship between the platform owner (Blankos Block Party) and users in NFT-based online games related to copyright ownership, there are rights and obligations that must be obeyed by each party. Platform owners have exclusive

ownership rights to all materials in the software and can create derivative works. They also have the authority to regulate the use of user content and can take action in case of infringement or illegal activities. On the users' side, they have the right to use the software and ownership of the content they produce, but also have the obligation to

comply with the terms of use, maintain the validity of the content, and comply with the established dispute resolution procedures. In this regard, platform owners are responsible for protecting their intellectual property rights, while users are responsible for the content they upload and must ensure that they have the necessary rights or permissions

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